HOLLIS POLICE DEPARTMENT
HOLLIS, NEW HAMPSHIRE

Russell Ux
CHIEF OF POLICE

April 6, 2006

Mr. Steve Lyons
25 Nashua Road
Building B, Unit 2
Londonderry, New Hampshire 03053

Dear Steve:

Pursuant to our discussion on April 4, please find attached to this letter a copy of the "Modification Petition" filed on behalf of the Town of Hollis and AFSCME Local 3657, Hollis Public Safety Employees. As directed in the Petition, I have sent five copies and the original to the Public Employee Labor Relations Board, along with a copy of the contract. You will also find a copy of the contract in this mailing.

As always, you can contact me with any questions.

Sincerely yours,

James P. Sartell
Lieutenant

RECEIVED APR 10 2006

Enclosures

JPS/dew

9 SILVER LAKE ROAD • HOLLIS, NH 03049
(603)465-7637 • FAX 465-7000

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PREAMBLE

The Town of Hollis (hereinafter referred to as the "Town") and Local 3657 of the American Federation of State, County, and Municipal Employees, AFL - CIO (hereinafter referred to as the "Union") hereby agree as follows:

ARTICLE I RECOGNITION

1. The Town hereby recognizes the Union as the exclusive bargaining representative, pursuant to the provisions of New Hampshire RSA 273-A, for all non-probationary employees in the Fire, Communications, and Police Department in the following positions: Fire Lieutenant, Firefighter/Paramedic, Firefighter, Communications Specialist, Communications Supervisor, Detective/Sergeant, Sergeant, Detective, School Resource Officer, Police Officer, Civilian Police Aide, and Animal Control Officer. Additionally, it is agreed that the following positions and employees are specifically excluded from recognition or coverage under this Agreement: Chief of Police, Fire Chief, Police Lieutenant, Assistant Chief of Administration and EMS, Communications Manager, Secretary to the Chiefs, persons in a probationary or temporary status, persons employed seasonally, irregularly or on call.

2. It is specifically agreed by the parties hereto that any rights, duties or authority existing by virtue of the New Hampshire Revised Statutes Annotated or other law shall in no way be abridged or limited by any of the provisions of this Agreement, and to the extent that any provision of this Agreement is inconsistent with any such law, the provision(s) of law shall prevail.

The Town of Hollis (hereinafter referred to as the "Town") and Local 3657 of the American Federation of State, County, and Municipal Employees, AFL - CIO (hereinafter referred to as the "Union") hereby agree as follows inconsistent with any such law, the provision(s) of law shall prevail.

3. The parties agree to the following classification definitions:
   a) Regular Part-Time Employees- Employees who have successfully completed a probationary period and sworn and non-sworn employees who are assigned to a regular workweek of more than twenty (20) hours.

b) Part-Time Employees- Employees who are assigned to a workweek of twenty hours (20) or less. Part-time employees are not eligible to receive any benefits.

ARTICLE 2 EMPLOYEE RIGHTS

1. The Town and the Union agree not to discriminate against any employee covered by this Agreement in conditions of employment in order to discourage or encourage membership in the Union or to discriminate against any employee because the employee has given testimony or taken part in a grievance procedure or proceeding of the Union.

2. No employee shall, as a condition of employment, be required to become a member of the Union. The Union agrees that it will not interfere with the rights of any or all non-members employed by the Town

3. The Town and the Union reaffirm and will maintain the policy not to discriminate against any person because of race, color, national origin, citizenship, religion, sex, marital status, age or disability. All such claims under this Section shall be initiated through the grievance procedure herein before taking action with state or federal agencies. This requirement shall not, however, restrict the filing of claims or complaints so as to prevent the expiration of time limits or appeal rights set forth by statute or regulation.

ARTICLE 3 MANAGEMENT RIGHTS

1. Except as specifically limited or abridged by the terms of this agreement the management of the Town in all its phases and details shall remain vested exclusively in the Town and its designated agents.

2. The Town and its agents shall have jurisdiction over all matters concerning the management of Town Departments, including, but not limited to: the exercise of all of

the rights, responsibilities and prerogatives that are inherent in the Employer or its agents by virtue of any statutes and/or ordinances, as well as all rights, responsibilities and prerogatives relating to, including, but not limited to, the direction of the work force, the establishment of rules and regulations, the establishment of qualifications for employment, the establishment of work and productivity standards, the right to hire, supervise, discipline or discharge, transfer, and relieve employees from duty, the right to decide job classifications, the right to abolish and create positions, the right to determine the methods, processes and manner of performing work and the general control of all of the operation of Town Departments in all its phases and details as well as all rights retained by virtue of, including, but not limited to, New Hampshire RSA Chapter 273-A, and any other provision(s) of the Revised Statutes Annotated or other laws.

3. It is agreed that these enumerations of management rights shall not be deemed to exclude other proper management rights not specifically enumerated herein. The Town shall retain all rights and authority exercised prior to the execution of this Agreement, except as modified in this Agreement. The Town not exercising any function hereby reserved to it, or it's exercising of such function in a particular way shall not be deemed to be waiving its right to exercise such function or preclude the Town from exercising the same in some other way not in conflict with the express provisions of this Agreement. It is further specifically agreed that this Article and the exercise of any management right herein shall not be subject to any grievance proceeding as hereinafter set forth.

ARTICLE 4 UNION RIGHTS AND RESPONSIBILITIES

1. The Union Officers and representatives shall be the Chapter Chairperson, Chapter Steward and Secretary, who may assume the duties of the Chapter Chairperson in the Chapter Chairperson's absence.

2. The local Union representatives as described above shall be permitted to process grievances during their scheduled hours of duty provided they have prior

approval from the Department Head or the Department Head's designee and the amount of time in which the local Union representatives are engaged in such activity is reasonable. Upon the approval of the Department Head, any Union member who holds a position on the Executive Board of the Local shall be granted time off without pay and without loss of seniority to conduct business of the Local provided that prior notice is given to the Department Head that such time off is necessary and will not result in any cost to the Town.

3. The Union shall advise the Town of the names of the employees holding the offices mentioned above.

4. Employees designated as being on the Union's negotiating team who are scheduled to work on a day which negotiations will occur, shall, for the purposes of attending scheduled negotiations, be excused from their regular duties without loss of pay. If a designated negotiating team member is in a regular day off status on the day of negotiations, he will not be compensated for attending the session.

ARTICLE 5 DUES DEDUCTIONS

1. The Town agrees to deduct, from the employee's payroll, Union dues for each employee, upon receipt of written authorization for such deductions. Requests for deduction shall be in writing, signed by the employee on an authorization card supplied by the Union in a form acceptable to the Town. Deductions shall be made from the employee's paycheck for the amount of dues for that pay period as certified by the Local Treasurer. The Town agrees to pay over monthly to the Local Treasurer; the amounts so deducted along with a list indicating who has paid said amounts. The Union shall promptly inform the Town of the correct name and address of the Local Treasurer.

2. If an employee has no check coming in any pay period, or if the check is not large enough after other deductions to pay dues, then in that event no deduction is made for that employee and no payment is required of the Town. In no case is the

Town required to collect fines or assessments for the Union beyond regular dues.

3. The Union agrees to hold the Town harmless from any claim or liability arising out of its deduction of dues and payment to the Union under this Article.

ARTICLE 6 STRIKES AND LOCKOUTS

1. Under no circumstances will the Union cause, encourage, sponsor or participate in any strike, sit-down, stay-in, stay-out, sick-out, work slowdown, withholding of services or any curtailment of work or restriction or interference with the operation of the Departments or the Town. In the event of any such activity, the Town shall not be required to negotiate on the merits of the dispute, which gave rise to such activity until any and all such activity has ceased. The Town will not lock out any employees.

2. Should any employee or group of employees covered by this Agreement engage in any activity prohibited by Section 1 of this Article, the Union shall forthwith disavow any such activity and shall use all means to induce such employee or group of employees to terminate such activity forthwith. It is understood that any employee violating this Article shall be subject to disciplinary action up to and including discharge.

ARTICLE 7 CONSULTATION

1. It is agreed and understood that the employment relationship is an appropriate matter for consultation between the parties. Consultation may be requested by either Party in writing stating the reasons for the requested meeting and the proposed agenda or topic of consultation.

2. A mutually agreeable meeting date shall be established provided that such date shall be within ten (10) working days of receipt of the written notice. This time limit may be extended by agreement of the Parties.

3. At such meeting, the Union shall be entitled to have present not more than three (3) bargaining unit representatives, and the Town shall be entitled to have up to three (3) representatives, unless additional representatives for either or both parties are permitted by prior mutual agreement.

4. Nothing contained herein shall prevent the Union from consulting with the Town at any time if matters of mutual concern arise of an urgent or emergency nature.

ARTICLE 8 PROBATIONARY PERIOD AND SENIORITY

1. The probationary period shall be one (1) year from the date of hire, and during this period employees shall be classified as probationary employees. Probationary employees are considered at will employees and may be terminated without cause and shall not be entitled to representation by the Union. Probationary employees are not covered under the terms of this Agreement.

2. There shall be two (2) types of seniority:

   (a) Town Seniority

   (b) Department seniority

   Town seniority shall relate to the time an employee has been continuously employed by the Town.

   Department seniority shall relate to the length of time an employee has been employed in a particular Town department.

3. Seniority shall only be applicable after the completion of the probationary period.

4. Where there are two (2) or more employees who are hired on the same date, a flip of a coin shall determine who the senior employee is.

5. In the event of lay-off, employees shall be laid off in the order of their seniority beginning with the least senior in each department. It is understood that an employee retained must be qualified to perform the available work, or the least senior employee in the department shall not be laid off.

   In the event of recall, employees shall be recalled in the reverse order of lay-off in each department, provided the employee is qualified to perform the job available. Recalled employees shall be mailed a recall notice to the last known address on Town records. It shall be the employee's responsibility to update such mailing address as necessary. An employee who fails to return to work within fourteen (14) calendar days of the mailing of the recall notice shall lose all recall rights and seniority. Recall rights shall continue for one (1) year after date of lay-off of the employee.

6. An employee shall lose seniority and shall no longer be covered by the provisions of this Agreement for, but not limited to the following reasons:

(a) Discharge

(b) Voluntary quit, resignation or retirement

(c) Failure to respond to a notice of recall as specified above

(d) Remaining on layoff for more than twelve (12) consecutive months

(e) Non-job related illness or non-job related injury resulting in inability to work for longer than twelve (12) consecutive months.

The definition of seniority and parts thereof shall have force and effect only with respect to provisions of this Agreement specifically requiring the Town to make personnel decisions in whole or in part on the basis of seniority.

ARTICLE 9 DISCIPLINARY PROCEDURES

1. All suspensions and discharges shall be stated in writing and a copy given to the employee and the Union prior to the date of suspension or discharge.

2. Disciplinary actions shall be for just cause and shall normally be taken in the following order:

a. verbal warning

b. written warning

c. suspension without pay

d. discharge

However, the above sequence need not be followed if an infraction is sufficiently severe to merit immediate suspension or discharge.

3. Offenses considered just cause for which employees may be disciplined up to and including discharge, include but are not limited to the following:

a. Incompetence

b. Unsatisfactory work performance

c. Lack of cooperation with a superior

d. Failure to comply with department policies

e. Failure to comply with safety requirements

f. Refusal to accept and complete job assignments

g. Fighting

h. Obscene language directed at the public or another employee

i. Theft of or destruction of property

j. Illegal use of drugs or alcohol while on duty

k. Insubordination

l. Falsification and/or misrepresentation of records, including employment applications

4. Providing there are no infractions in the intervening period, written reprimands (after a period of 2 years) and suspension notices (after a period of 4 years) contained in an employee's personnel file shall not be considered when disciplinary action is taken.

5. In the event that an infraction is sufficiently severe to merit immediate removal of an employee from the workplace pending investigation, said employee shall be placed on administrative leave pending the investigation and findings. In the event an employee is placed on administrative leave, verbal notice of the allegation(s) shall be provided to the employee and a union officer at the time of the administrative leave. A formal written notice shall be provided to the employee and the Union within three (3) business days.

ARTICLE 10 GRIEVANCE PROCEDURE

1. Definition - A grievance under this article is defined as an alleged violation of the express provisions of this Agreement. Each grievance must be submitted, in writing, by the Union and must contain a statement of the facts surrounding the grievance, the specific provision(s) of this Agreement allegedly violated and the relief requested.

2. Procedure - NOTE: ALL TIME FRAMES IN THIS ARTICLE AGREED TO EXCLUDE WEEKENDS AND HOLIDAYS.

Prior to the institution of the formal grievance procedure hereinafter set forth, an employee who believes to have been aggrieved must, attempt to informally resolve the matter with the appropriate supervisor. The supervisor has the responsibility to attempt to resolve the employee's grievance if the supervisor has the authority to do so. If the grievance cannot be resolved informally, the following procedure shall be utilized or such grievance shall be deemed waived.

STEP ONE: An employee desiring to process a grievance must file a written statement of the grievance to the employee's supervisor no later than ten (10) days after the employee knew of or should have known the facts on which the grievance is based. The supervisor shall meet with the employee and the Union Steward within five (5) days following receipt of the grievance and shall give a written decision within five (5) days after the meeting.

STEP TWO: If the employee or the Union is not satisfied with the decision of the supervisor, the employee and/or the Union must file, within ten (10) days following the supervisor's decision, a written appeal with the Department Head setting forth the specific provisions of the Agreement the employee and/or the Union believes has been violated by the Town within ten (10) days following receipt of the appeal the Department Head shall either issue a written decision or schedule a hearing. Said hearing shall be held no later than twenty (20) days following receipt of the appeal. A written decision shall be rendered by the Department Head no later than ten (10) days after the hearing.

STEP THREE: If the employee or the Union is not satisfied with the decision of the Department Head, the employee and/or the Union must file, within ten (10) days following receipt of the decision of the Department Head, a written appeal with the Board of Selectmen setting forth the specific provisions of the Agreement the employee and/or the Union believes has been violated by the Town Within ten (10) days following receipt of the appeal, the Board of Selectmen shall either issue a written decision or schedule a hearing. Said hearing shall be held no later than thirty (30) days following receipt of the appeal. A written decision shall be rendered no later than ten (10) days after the hearing.

STEP FOUR: If the employee or the Union is not satisfied with the decision of the Board of Selectmen, the Union may file, within thirty (30) days, following receipt of

the decision of the Board of Selectmen, a request for arbitration to the New Hampshire Public Employee Labor Relations Board under its rules and regulations.

The arbitrator shall not have the power to add to, ignore or modify any of the terms and conditions of this Agreement. The arbitrator's decision shall not go beyond what is necessary for the interpretation and application of express provision of this Agreement. The arbitrator shall not substitute the arbitrator's judgment for that of the parties in the exercise of rights granted or retained by this Agreement. The decision of the arbitrator shall be furnished, in writing, within thirty (30) days of the hearing. The decision of the arbitrator shall be final and binding on the parties.

3. The fees and expenses of the arbitrator shall be paid by losing party.

4. The foregoing time limitations may be extended by mutual agreement of the parties.

5. Failure of the grievant and/or the Union to abide by the time limits set out in this Article shall result in the grievance being deemed abandoned. Failure of the Town to abide by the time limits set out in this Article shall result in the grievance being deemed granted.

6. Each grievance shall be separately processed at any arbitration proceeding hereunder unless the parties otherwise agree.

ARTICLE 11 HOURS OF WORK AND OVERTIME

1. For the purpose of this Agreement the Town may alter current work schedules and work shifts at any time upon ten (10) work days notice to the affected employees, or without notice in exceptional or emergency conditions, as determined by the Town. Except in cases of emergency, the Union shall have the opportunity to discuss the change in work schedules and shifts with the Town (including the Board of Selectmen, after the Department Head) within five (5) workdays of said notice. The determination of work schedules and shifts shall be solely the Town's.

2. All employees will be paid for eighty hours every bi-weekly pay period. All hours worked in addition to the employee's normal daily scheduled work hours will be paid as overtime. The normal daily schedule for each classification shall be as follows:

Sergeant	8 ½_hours
Detective	8 hours
Patrol	8 ½ hours
Firefighter	10 hours
Communications	10 hours or 8 hours

For this purpose, "week" shall mean periods of time from Saturday through Friday, inclusive. All accrued benefits and holiday pay shall count toward hours worked for the purpose of computation of overtime. If an employee utilizes unplanned sick time during a week, the sick time will not be count toward hours worked for any pre-scheduled overtime during that week. Additional time shall be offered to available full-time qualified personnel on a rotating basis. Police shifts caused by utilization of contractual benefits, and considered essential by management, shall be considered additional time and staffed. Fire department shifts caused by utilization of contractual benefits, and considered essential by management, shall be staffed by qualified personnel to include full-time, part-time or call personnel. Open dispatch shifts, deemed essential by management, shall be filled on a monthly basis and will be assigned as follows. Part-time communication personnel shall work a minimum of twelve (12) hours a month and will be given first refusal on open shifts in a rotating fashion. When part-time communication personnel have satisfied their minimum requirement for the month, all remaining shifts shall be filled by qualified personnel on a rotating basis.

In some cases an employee's normal daily scheduled work hours may exceed eighty hours in a bi-weekly period and in other cases the employee's normal daily scheduled work hours may be less than eighty hours in a bi-weekly period. In either case an employee will be paid for eighty hours of work provided that they have worked their

normal daily scheduled hours or have compensated the town as noted above for hours not worked.

3. Call Back: Police, fire or communications employees required to return to work after having left the employee's regularly scheduled work shift or called in for an emergency, shall receive a minimum of four (4) hours pay at overtime rates unless the individual is called back to rectify the employee's own error. If the employee is required to return to work more than once during a single four (4) hour period, the employee shall be paid for only one (1) call back period. When an employee is on court duty outside his regularly scheduled shift, he shall receive court duty compensation at the appropriate overtime rate and shall be guaranteed a minimum of four (4) hours of overtime pay.

4. The Town may offer compensatory time to employees who have provided written consent. Employees may refuse compensatory time and elect to receive overtime pay instead. Compensatory time shall be received at the rate of one and one-half hours for each hour worked. Compensatory time will be administered pursuant to R.S.A. 275:43. Employees may not carry unused compensatory time into the next calendar year. Should employee have a balance of compensatory time remaining at the end of the calendar year, the employee shall be compensated for all hours at the rate of straight time at the employee's current hourly rate at the time of payout.

ARTICLE 12 OUTSIDE WORK DETAILS

1. Payment for outside details shall be $37.00 per hour. The outside detail rate shall be increased annually as enunciated in Article 25 Section 2.

2. Employees working outside details shall be paid a minimum of four (4) hours unless the detail is cancelled at least two (2) hours prior to scheduled assignment.

or

If the detail is offered for a lesser number of hours in advance of the assignment

3. Outside details shall be offered to available full-time qualified personnel in the appropriate job classification on a rotating basis before such duty is offered to other part-time qualified employees or to an outside agency.

The Department Head or his designee will be the responsible caller with the exception of emergency details or a reassigned detail which will cause an emergency situation, in which case, the on duty supervisor shall accept the task and cause to be notified the person charged with filling details.

Under no circumstances will swapping of details be permitted. Any outside detail, which cannot be filled by the original employee who took the detail, must be filled by reassigning it from the list according to the procedures described above. Any detail which is canceled by the employee who originally took it, less than twenty-four (24) hours prior to the start of the detail must be reassigned according to the emergency procedure outlined above.

ARTICLE 13 EARNED TIME

1. Earned time replaces "vacation" and "personal day" types of leave. Earned time shall be based only on regular hours worked. A non-probationary regular employee shall accrue earned time according to the following schedule:

Years of Employment	Rate Factor
1-5 years	0.053846154
6-10 years	0.073076923
11 or more years	0.092307692

2. An employee may take up to 80 hours earned time in advance of actually earning it, with the following provisions:

   (a) Within a calendar year, employees may only take off earned time according to the following maximums, plus any time carried forward from a preceding year:

1-5 years employment	112 hours

6-10 years employment	152 hours
11or more years employment	192 hours

(b) At the end of a calendar year, no employee shall have less than zero (0) hours of accrued earned time.

(c) If an employee terminates employment with the Town with a negative balance of earned time, the cost of that earned time shall be deducted from the employee's remaining pay owed by the Town.

3. During a calendar year, each employee shall be required to take *either*

(a) a minimum of 80 hours of accrued earned time, *or*

(b) all of the earned time that the employee has accrued during that year, whichever is less. During a calendar year, each employee shall be required to take a minimum of 40 consecutive hours of accrued earned time. Use of accrued earned time requires the prior approval of the employee's supervisor, except in the case of an emergency.

4. Accrued earned time may be carried over from year to year, with a maximum accrual of five hundred (500) hours. Such "carried over" earned time may be submitted to the Town for reimbursement at the employee's then-applicable rate of pay. Requests for payment of accrued earned time shall be made by December 1. Payment for accrued earned time may only be made upon approval by the employee's supervisor and the Board of Selectmen. Upon severance or retirement of the employee, the Town will pay the employee for all accrued earned time at the employee's rate of pay at the time of termination.

ARTICLE 14 SICK LEAVE

1. A non-probationary regular employee shall earn sick leave at the rate of 0.03462 hours per hour worked, to a maximum accumulation of two hundred and forty (240) hours. The rate will increase to 0.03846 in 2008. Sick leave shall be used for the illness or injury of the employee or family illnesses (residing in the employee's household), and FMLA qualified leaves at the employee's option or to supplement income derived from short-term disability. Use of sick leave for paternity shall be limited to ten (10) scheduled workdays provided there were no complications and that the

pregnancy went full term. The employee must notify the employee's supervisor at least one (1) hour before the employee's scheduled work time in order to receive sick leave pay.

2. The Town may require a physician's statement if an employee is on sick leave for more than three (3) consecutive days. In cases of suspected abuse of sick leave, the Town may require a physician's statement before three (3) consecutive days absence.

3. Incentive Program: Every 6 months, the Town shall grant one (1) additional personal days to be used in the next 6 months, to employees who have used no sick time in the preceding six (6) months. Additional personal days cannot be rolled over, if the additional day is not used, the day will be lost without compensation. This shall occur April 1st and October 1st annually.

ARTICLE 15 PROMOTIONS AND TRANSFERS

1. The Town reserves and shall have the right to make promotions and transfers. Town seniority shall govern where equal qualifications have been demonstrated. If a promotion or transfer requires specialized training to qualify an employee for the promotion or transfer, the Town shall provide said training.

2. Jobs to be filled through promotion shall be posted on the bulletin boards in all locations in which bargaining unit employees work for a period of five (5) work days.

3. After an award is made of a promotion the name of the person promoted shall be posted for a period of five (5) workdays following said award.

4. Job posting(s) shall include job specifications, rate of pay, job location, and the shift.

5. The above procedure shall be followed in all promotions, vacancies and transfers whether temporary or permanent.

6. Candidates who apply for the vacancy shall be notified by the Town regarding the status of their application.

7. An employee who is promoted to a higher-level position within the bargaining unit shall be placed in a promotional probationary status for a period of six (6) months. Said promoted employee will be advanced to a pay grade that is at least 3% higher than their present pay grade.

ARTICLE 16 INSURANCES

1. Health Insurance: See Appendix C

2. Life Insurance: The Town shall provide a life insurance to non-probationary full-time employees in an amount equivalent to 1.67 times the employee's annual base salary, rounded up to the nearest one thousand dollars ($1,000.00).

3. Disability Insurance: Non-probationary full-time employees shall be provided disability insurance in the amount of two-thirds of the employee's regular base wage for non-work related illness or injury. Disability insurance shall be payable after three (3) consecutive days of illness or injury. In the event that the employee does not receive payment from the insurance carrier after said three (3) days, the Town shall pay two-thirds of the employee's regular base wage until the employee receives payment from the insurance carrier. The employee shall be required to reimburse the Town for the advanced pay upon receipt of payment from the insurance carrier. Employees will not be advanced disability payments until the employee has signed a payroll authorization form allowing payroll deductions in the event that the employee does not reimburse the Town for the advanced disability payments.

4. Liability Insurance: The Town shall indemnify an employee covered by this Agreement for judgments arising out of the employee acting in good faith within the scope of the employee's employment to the extent that the claim is within the limits of coverage of an insurance policy maintained by the Town.

5. Dental Benefits: The Town agrees to provide one hundred percent (100%) of the monthly premium costs of a dental plan for each full-time regular employee. An

employee may elect to have the family plan coverage at a cost to the employee of fifty percent (50%) of the added premium. The insurance provider shall be determined by the Town.

6. Retirement: The Town shall, on behalf of bargaining unit members continue to pay its share of the cost of participation in the New Hampshire Retirement System.

7. Workers' Compensation: Employees shall receive workers compensation insurance coverage as prescribed by, and to the extent required by, the laws of the State of New Hampshire. The Town shall pay 100% of the related premiums.

An employee who becomes eligible for a workers compensation benefit must apply for that benefit.

ARTICLE 17 UNIFORM ALLOWANCE

1. Upon completion of probation, Officers shall be issued articles of uniforms and equipment necessary to attain the following levels:

3 Long sleeve shirts	3 Ties
3 Short sleeve shirts	1 Tie Clip
3 Trousers	2 Name
1 Dress blouse	2 Badges
1 Winter jacket	2 Collar insignia
1 Duty Belt	1 Wallet badge
1 Hat badge	1 Hat w/ cover
1 Spring/fall Jacket	1 Pair boots
1 Detail polo shirt	1 Holster
1 Cuff case	1 Pepper spray holder
1 Ammo case	4 Belt keepers
1 Pair handcuffs	1 HPD baseball cap

2. Upon completion of probation, firefighters shall be issued articles of uniforms and equipment necessary to attain the following levels:

5 Short sleeve shirts	1 Winter jacket

5 Long sleeve shirts	1 Spring/fall jacket
5 Golf shirts	1 Belt
5 Department t-shirts	1 Winter hat
5 Trousers	1 Name tag
1 Pair of shoes	1 Badge

3. Annually thereafter employees covered by this Agreement shall receive a clothing allowance as follows:

Police (including Detective)	$600.00 each year
Firefighter	$750.00 each year

Uniform allowances shall be paid on a reimbursement basis upon presentation of proof of purchase. In order for uniform purchases to qualify for reimbursement, employees must receive approval from the Department Head that the purchase will qualify for reimbursement. Part-time employees uniforms will be issued and replaced utilizing a quartermaster system. All equipment issued by the Town shall remain the property of the Town.

4. Dress requirements for the Communications Department shall continue to be the prescribed "business casual" including the uniform shirts. The Town shall provide each Communications employee with shirts as agreed upon by the employees and in consultation with the Communications Director. The Employer agrees to issue at least four (4) shirts per year for full-time and regular part-time employees and at least two (2) shirts per year to other part time employees. The Employer agrees to repair or replace shirts that are damaged at work or worn out. If shirts need to be replaced for any other reason, the cost shall be born by the employee.

ARTICLE 18 TUITION REIMBURSEMENT/EDUCATION INCENTIVE

The following education incentive and tuition reimbursement policy will apply to members of the bargaining unit after one (1) year of service. The Town agrees to provide 100% tuition reimbursement for the cost of courses if all of the following are met:

1. Course reimbursement does not exceed one thousand dollars ($1000) per employee, per calendar year.
2. Courses are related to the employee's job or are part of a career development program, which is approved in advance by the Department Head.
3. Successful completion of course work with a "B" or the numerical equivalent grade or better and satisfactory proof of attainment. In the event of a class with a "pass/fail" standard, "pass" shall be deemed successful completion.
4. Courses where a "C" or the numerical equivalent grade was received shall be reimbursed 50% of the cost of the course.
5. No reimbursement will be provided in courses where the student receives an "F" or the numerical equivalent grade.

Funds shall be allocated on a first come, first served basis. The Town shall budget three thousand dollars ($3000) each year. Unexpended funds shall not be carried over into the next budget year.

ARTICLE 19 MILITARY SERVICE

A leave of absence for military service shall be governed by existing State and Federal law. A ful-time or regular part-time employee who serves in a military reserve unit or the National Guard and is called away for any tour of active duty, to include annual training, shall receive the difference between his/her regular rate of pay and the total pay for the employee's military grade received from the military if the military pay is less. The employee shall be eligible for this difference pay upon presentation of acceptable documentation showing the amount of the military pay received.

2. In the event an employee is called into active duty for a period other than the normal routine annual tour, that employee will be considered on a "leave of absence." The following will apply: Medical and dental benefits shall continue for the employee's spouse and/or family. He/she shall be guaranteed employment with the Town in the

same Department, upon his/her return, at the same rate of pay; however, it may not be the same job. The employee shall continue to accrue Town and Department seniority.

ARTICLE 20 BEREAVEMENT LEAVE

Full-time and part-time regular employees shall be granted up to five (5) working days beginning with the day of death, with full pay, in each case of death of a member of the immediate family. The term immediate family shall be understood to include the following: mother, father, brother, sister, son, daughter, spouse. In other cases—grandmother, grandfather, grandson, granddaughter, brother-in-law, sister-in-law, son-in-law, daughter-in-law, parent-in-law, grandparent-in-law, or near relative who resides in the household-- absence will be allowed with pay through the day of the funeral with a maximum of three (3) days. Days not scheduled, as workdays will be counted but not paid. In all cases of death of near relative—aunt, uncle, niece, nephew—the employee will be paid for the absence on the full day necessary to attend the funeral or wake.

ARTICLE 21 LEAVE OF ABSENCE

1. Full-time employees who have completed their probationary period may apply for and be granted a leave of absence without pay or benefits for reasons such as personal illness or other compelling urgent reasons. Such leave shall be upon the recommendation, in writing, by the Department Head to the Board of Selectmen. The Board may grant a leave of absence not to exceed one (1) year.
2. Any employee who accepts employment or conducts business during a leave of absence shall be immediately terminated unless the Town had previously approved such activities. Failure of the employee to report promptly at the expiration of the leave shall be cause for dismissal.

ARTICLE 22 HOLIDAYS

1. All full-time regular employees shall be paid for the following named holidays. Should a holiday fall on a Sunday and be celebrated on a Monday all regular employees shall be paid for this day. Should a holiday fall on a Saturday, the preceding Friday shall be considered the holiday. These employees who have been deemed non-essential by management shall be compensated for the amount of hours they were originally scheduled to work. For shift workers, holidays will be observed on the day for which it is deemed to be an official holiday.

New Year's Day	Independence Day
President's Day	Labor Day
Memorial Day	Thanksgiving Day
Veteran's Day	Day After Thanksgiving
Floating Holiday	Christmas Day

2. All work performed on a holiday shall be paid at the rate of time and one-half, for all hours worked.

3. An employee shall be entitled to the holiday pay referred to in Section 1 if the employee works the last regularly scheduled workday preceding and the first regularly scheduled work day following the particular holiday but not otherwise except for a substantial reason or emergency.

4. Employees entitled to receive holiday pay shall receive said pay in the pay period in which the holiday falls.

5. If not scheduled to work, holiday pay shall accrue to employees based on an eight (8) hour day, regardless of the length of an individual employee's normal shift.

ARTICLE 23 BULLETIN BOARDS

The Union may post notices on space provided by the Town on its bulletin boards where notices usually are posted by the Town for employees to read. All such notices shall be on Union stationary, signed by an official of the Union, and shall only be used to notify employees of matters pertaining to Union affairs. The notices may

remain posted for a reasonable period of time. No material shall be posted which is inflammatory, profane or obscene or sensitive or which constitutes election campaigning material for or against any person, organization or faction thereof.

ARTICLE 24 SAFETY/EQUIPMENT

1. The Town shall have the right to make regulations for the safety and health of its employees during their hours of employment.

2. The Departments may adopt rules for the operation of the Departments and the conduct of its employees provided such do not conflict with any of the provisions of this Agreement.

3. Departmental property issued to employees or personal property which is required by the Town that is lost, stolen or damaged during the course of an employee's duty shall be replaced by the Town at no cost to the employee, provided however, that the employee reports immediately to the employee's supervisor that a loss has occurred, and the loss was not due to the negligence or carelessness of the employee. Safety equipment issued to employees will be repaired or replaced in conformance with industry standards and manufacturer's recommendations.

4. The Employer agrees to issue body armor to all police officers and shall repair or replace issued body armor in conformance with industry standards and manufacturer's recommendations, provided that armor in regular use over five (5) years old shall be replaced upon request of the employee. The Employer shall issue body armor that is in conformance with NIJ rating as adequate for normal duty use (no less than level 2A). The parties agree the Employer may require employees to wear a vest. All safety equipment issued by the Town shall remain the property of the Town.

ARTICLE 25 WAGES

1. Effective April 1, 2006, bargaining unit members shall be paid in accordance with the classifications and rate schedules shown in Appendix A. Step Increases shall be granted for the duration
of the agreement and shall include the following wage increases:

4/1/06	2% Wage Scale Adjustment
4/1/07	1% Wage Scale Adjustment
4/1/08	1% Wage Scale Adjustment

2. CPI-U: Increases shall be based on the Consumer Price Index referred to as CPI-U as published by the U.S. Department of Labor – Boston Regional Office for the twelve month period ending December 31 of the respective preceding year except that in no event shall the adjustment be less than two and one half percent (2 ½%) or more than four percent (4 %) per year

3. Movement on the scale from one step to the next shall be on an annual basis on the anniversary date of their employment.. Movement on the scale shall be based on a satisfactory overall evaluation. Evaluation forms shall be standardized. In the event of an unsatisfactory overall evaluation, an employee will have three (3) months to correct the specified deficiencies before movement on the scale. If the evaluation remains unsatisfactory after three (3) months, then the employee will not move on the scale during that year of employment. If the Department Head or designee fails to perform an evaluation, the employee shall be advanced on the wage scale on the appropriate date.

4. Full-time Probationary employees shall be paid as determined by the Town, except that the rate of pay shall not exceed step 2 of the appropriate job classification unless mutually agreed upon by the Union and the Town. The end of probation rate of pay shall normally be step 1 of the appropriate job classification.

5. Part-time employees shall be paid in accordance with the attached scale (appendix A). Part-time employees shall receive raises based on the terms enunciated in Article 25 Section 2.

6. Longevity pay may be received annually commencing on the first anniversary upon which no step increase is available. Longevity pay is granted under the same criteria as a step increase, at the rate of fifty ($50) dollars for each year of service.

7. In addition to the wage rates established by this agreement, the Employer shall pay premium pay of one thousand ($1000) dollars per year for the following assignments: Field Training Officer, Firearms Instructor, Defensive Tactics Instructor, Training Preceptor, Youth Programs Coordinator, Fire Prevention Coordinator, Ice & Water Technician Team, TAC (NCIC/SPOTS) Instructor, and Communications Training Officer. Field Training Officers and Communications Training Officers shall receive $500 annually if there are no new employees trained. Each of these positions shall be limited to two (2) per department and are expected to assist management in remedial training in addition to new employee training.

ARTICLE 26 SEXUAL HARASSMENT

1. The Town will not tolerate sexual harassment of any employee, or any other person dealing with the Town. Acts that constitute sexual harassment include, but are not limited to: unwelcome sexual advances, requests for sexual favors, and other verbal, non-verbal and/or physical conduct of a sexual nature if:

a. Submission to or rejection of such conduct is used as the basis for employment decision affecting the person who did the submitting or rejection;

b. Submission to such conduct is made either explicitly or implicitly a condition of the individual's continued employment; or

c. Such conduct interferes with an individual's work performance or creates an intimidating, hostile, or offensive work environment.

2. All complaints of sexual harassment should be referred immediately to the employee's supervisor or the Administrative Assistant and the Union, and the matter will

be promptly investigated. Confidentiality will be maintained to the extent possible consistent with the need to conduct a prompt and thorough investigation of a complaint. Retaliating or discriminating against an employee for complaining about sexual harassment is prohibited.

3. Any instance of sexual harassment as described herein, any act of retaliation, or any failure to cooperate in the investigation or resolution of a sexual harassment complaint may result in disciplinary action or termination.

ARTICLE 27 EFFECT OF AGREEMENT

1. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Town and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time this Agreement was negotiated or signed. The parties may, however, voluntarily agree to reopen contract negotiations on any subject at any time.

2. This instrument constitutes the entire agreement and final resolution of all matters in dispute between the Town and the Union arrived at as a result of collective bargaining negotiations, except such amendments hereto as shall have been negotiated by mutual agreement and reduced to writing and signed by the parties.

ARTICLE 28 EXPENDITURE OF PUBLIC FUNDS

Any agreement reached which requires the expenditure of public funds for its' implementation shall not be binding upon the employer, unless and until, the necessary specific appropriations have been made by the Town of Hollis Town Meeting at each of its appropriate annual meetings during the term of this agreement. The Employer shall make a good-faith effort to secure the funds necessary to implement said agreement at each of the appropriate annual meetings. If such funds are not forthcoming, the employer and the union shall resume negotiations regarding the matters affected.

ARTICLE 29 SEPARABILITY

In the event that any Article or section of an Article of this Agreement is declared to be illegal, void or invalid in whole or in part by a Court of competent jurisdiction after all appeals, if any, have been exhausted, all other Article and sections of this Agreement shall remain in full force and effect to the same extent as if that Article or section had never been incorporated in this Agreement and such event, the remainder of this Agreement shall continue to be binding upon the parties hereto.

ARTICLE 30 DURATION

1. This Agreement shall be in full force and effect from April 1, 2006 through and including March 31, 2009.

FOR THE TOWN OF HOLLIS, NH

Ray Lindsay

3/15/06

Date signed

FOR AFSCME LOCAL 3657

Dan Dam

2/28/06

Date signed

PAUL A. CALABRIA, Justice of the Peace
My Commission Expires [illegible]

APPENDIX A **Town of Hollis/AFSCME Local 3657**

A	Dispatchers
A1	Communications Supervisor
B2	Firefighters/EMTI
B3	Firefighters/Paramedic
C	Patrol Officers
E	Sergeant
F	Animal Control Officer
G	Regular Part-time

Scale 1 Effective 4/1/2006-3/31/2007

	1	2	3	4	5	6	7	8
A	$15.27	$15.73	$16.20	$16.68	$17.20	$17.70	$18.24	$18.79
A1	$17.56	$18.06	$18.60	$19.16	$19.73	$20.33	$20.93	$21.57
B2	$17.69	$18.21	$18.75	$19.30	$19.88	$20.47	$21.08	$21.70
B3	$18.19	$18.71	$19.25	$19.80	$20.38	$20.97	$21.58	$22.20
C	$19.23	$19.80	$20.40	$21.01	$21.64	$22.29	$22.97	$23.65
E				$24.30	$25.02	$25.79	$26.55	$27.35
F	$14.48	$14.91	$15.35	$15.82	$16.29	$16.78	$17.29	$17.81
G	$12.97	$13.36	$13.76	$14.17	$14.59	$15.04	$15.49	$15.95

Appendix B

Master Patrolman/Firefighter Concept

Guidelines:

A. Candidates must have a minimum of five (5) continuous years of town service in their respective department and two consecutive years of acceptable job performance.

B. Candidates must successfully complete the following:
   1. Master Firefighter: Company Officer School (Fire Officer I and II)
   2. Master Patrolman: Field Training Officer and First Line Supervisor

C. Testing for the Master Patrolman/Firefighter will be offered annually. The examination process will be mutually agreed upon between the Department Head and the Union

D. The designation of Master Patrolman/Firefighter is recognition of an officer's knowledge and experience regardless of job assignment.

E. Master Patrolmen/Firefighters shall be entitled to premium pay of five percent (5%) of his/her annual salary.

Appendix C

The Parties agree to implement the following changes effective April 1, 2006. Further, the parties agree to incorporate these changes into the successor agreement without further bargaining.

Employees will have the option of two plans offered by the Town (see attachments labeled option #1 and option #2). The costs of the plans to employees shall be set as follows:

Option #1:

Single	$10.90
Two-Person	$30.02
Family	$30.02

Option #2:

Single	$14.93
Two-Person	$40.90
Family	$40.90

In the event that an employee elects not to participate in the medical insurance program as enunciated in Article 16 section 1, of the collective bargaining Agreement. The Town shall compensate the employees:

Two-Person	$4,312.57
Family	$5,800.27

This payment shall be increased yearly as enunciated in Article 25 section 2.

The Town agrees to keep funds for health insurance separate and independent and to use said funds solely for the purpose of Health and Dental insurance. The Town agrees to develop a mechanism to maintain adequate funding for this fund and to ensure minimum funding of the previous years levels as well as the projected increases associated with the health insurance plans, administrative fees, and stop loss insurance. The parties agree 50% of any undesignated Health Insurance and Dental funds shall be used to reduce the employee's out of pocket premium cost as outlines above for Option #1, Option #2 until such time there is no cost to the employees for health insurance and dental insurance.

Annual rate comparisons of the Self Funded Health Insurance (SFHI) premiums and the rates of the 2004 health plans provided by the Town of Hollis through the Local Government Center (LGC) at the same fiscal year rates (A quote from LGC). Should the SFHI become more costly then the premiums of the same plans offered by the Town in 2004, the parties agree to discuss alternatives to the plans at such time. If the any alternate health insurance program replaces the SFHI, the parties agree to revert to the original contract language in Article 16.1 and adjust the economics in Article 16.1.a to reflect the existing co-pay rate and original language in Article 16.1.b.

The parties agree to assemble a Health Insurance advisory committee that will serve to ensure equitable cost savings between the Town and Town Employees. Ultimately alleviating employees need to pay premiums out of pocket. The Health Insurance advisory committee shall consist of four (4) representatives. The Town Finance Officer shall be Chairman with one (1) Town employee representative selected by the unaffiliated employees. The Police, Fire and Communications employees bargaining unit would have 2 representatives designated by the bargaining unit. The Health Insurance Advisory committee shall meet at least twice a year to evaluate the fund, health coverage, evaluate alternatives and to

make recommendations to the Board of Selectmen regarding Health Insurance and the Fund.

The parties agree to negotiate a dispute resolution process whereby claim disputes will be resolved.

Retirees with twenty years of service in group I or II of the New Hampshire Retirement System (NHRS) who retire from the Town of Hollis with NHRS benefits shall only be obligated to the same co-payment as current employees for health insurance as a retiree. The employee's obligation shall be reduced by any NHRS supplement or legislatively funded retirement supplement.

Any proposed changes shall be a subject of bargaining.

UNIT: All non-probationary full and part-time employees in the Fire, Communications, and Police Department in the following positions: Fire Lieutenant, Firefighter/Paramedic, Firefighter, Communications Specialist, Communications Supervisor, Detective/Sergeant, Sergeant, Detective, School Resource Officer, Police Officer, Civilian Police Aide, and Animal Control Officer.

EXCLUDED: Chief of Police, Fire Chief, Police Lieutenant, Assistant Chief of Administration and EMS, Communications Manager, Secretary to the Chiefs, persons in a probationary or temporary status, persons employed seasonally, irregularly or on call.

APPENDIX A **Town of Hollis/AFSCME Local 3657**

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C	$19.23	$19.80	$20.40	$21.01	$21.64	$22.29	$22.97	$23.65
C1	$20.19	$20.79	$21.42	$22.06	$22.72	$23.41	$24.11	$24.83
E				$24.30	$25.02	$25.79	$26.55	$27.35
F	$14.48	$14.91	$15.35	$15.82	$16.29	$16.78	$17.29	$17.81
G	$12.97	$13.36	$13.76	$14.17	$14.59	$15.04	$15.49	$15.95