

**AGREEMENT BETWEEN THE  
TOWN OF LONDONDERRY, NEW HAMPSHIRE  
AND THE  
AMERICAN FEDERATION OF STATE, COUNTY  
AND MUNICIPAL EMPLOYEES (AFL-CIO)  
POLICE AND SAFETY EMPLOYEES  
LOCAL NO. 3657**

**FOR THE PERIOD JULY 1, 2014**

**THROUGH JUNE 30, 2015**



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**ARTICLE 1 – AGREEMENT**

This Agreement between the Town of Londonderry, New Hampshire (hereinafter called the “Town”), and Local 3657, American Federation of State, County and Municipal Employees, Police and Safety Employees, AFL-CIO (hereinafter called the “Union”), is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**ARTICLE 2 – PURPOSE**

The purpose of this Agreement is to set forth agreements reached between the Town and the Union with respect to wages, hours and other terms and conditions of employment for employees in the bargaining unit described in the RECOGNITION clause as follows.

**ARTICLE 3 – RECOGNITION**

- 1. The Town recognizes the Union as the exclusive bargaining agent for:

All regular permanent members of the Town’s Police Department to include:

- |                                  |                                |
|----------------------------------|--------------------------------|
| Patrolmen                        | Telecommunications Operators   |
| Sergeants                        | Telecommunications Supervisors |
| Patrol Supervisor                | Records Supervisor             |
| Juvenile Officer                 | Records Clerk                  |
| Sergeant/Technician              | Detectives                     |
| Prosecutor                       | Animal Control Officer         |
| Assistant Animal Control Officer |                                |

- 2. Excluded from recognition or coverage under this Agreement are the Chief of Police, Captains, Lieutenants, Administrative Secretary and Prosecutor if the minimum qualifications for the job include possession of a law degree.
- 3. It is specifically agreed by the parties hereto that the terms of this Agreement shall apply only to those in the bargaining unit set forth in section 1 of this Article.

**ARTICLE 4 – DEFINITIONS**

- 1. AGREEMENT – The Agreement between the Town of Londonderry, New Hampshire and the American Federation of State, County and Municipal Employees, Council 93, Police and Safety Employees Local 3657.





2. CLASSIFICATION – One or more positions sufficiently similar in duties and responsibilities that the same descriptive title may be reasonably applied to each position, the same qualifications reasonable required, and within the same pay range.
3. CLASSIFICATION PLAN – An orderly plan under which positions are grouped into classifications based on duties and responsibilities.
4. COMPLAINT – An alleged reason or cause for grievance.
5. DEPARTMENT – The Londonderry Police Department.
6. EMPLOYEE – Hereinafter used, refers to members of the unit in the following CLASSIFICATIONS:
  - 6.1 Regular Full-Time Employees. Employees who have successfully completed a probationary period and sworn and non-sworn employees who are assigned to a regular workweek of at least forty (40) hours and sworn and non-sworn employees who work a four (4) and two (2) scheduled workweek.
  - 6.2 Regular Part-Time Employees. Employees who have successfully completed a probationary period and are assigned to a regular workweek of more than twenty (20) hours. Except as otherwise provided by specific reference in this Agreement, benefits for regular part-time employees will be on a pro-rata basis as defined by Black's Law Dictionary in accordance with the Employee's regular work schedule and regular rate of pay.
  - 6.3 Part-Time Employees. Employees who are assigned to a workweek of twenty (20) hours or less. Part-time employees are not eligible to receive any benefits.
7. TOWN – Town of Londonderry, New Hampshire.
8. UNION – American Federation of State, County and Municipal Employees, Council #93 (AFL-CIO) Police and Safety Employees Local 3657.
9. NEGLIGENCE – The definition of negligence as found in the BLACK'S DICTIONARY OF LEGAL TERMS will be used for purposes of defining the use of that term under this Agreement.

## ARTICLE 5 – NON-DISCRIMINATION

The Town and the Union agree not to discriminate against a member of the unit because of race, creed, color, sex, age, religion, national origin, marital status, sexual orientation or membership or non-membership in the Union.



## ARTICLE 6 – MANAGEMENT RIGHTS

1. Except as specifically limited to or abridged by the terms of this Agreement, the management of the Londonderry Police Department in all its phases and details shall remain vested exclusively in the Town Council and its designated agents.
2. Without limiting the forgoing, the Town is specifically authorized to issue rules, regulations, policies and procedures for the management of the Police Department, provided said rules, regulations, policies and procedures do not violate the terms of this Agreement or do not modify terms and conditions of employment requiring collective bargaining under RSA 273-A unless waived by the Union.

## ARTICLE 7 – EMPLOYEE RIGHTS AND RESPONSIBILITIES

1. The Union officers and representatives shall be the Chief Steward, Assistant Chief Steward and three Stewards who may assume the duties of the Chief Steward in his/her absence.
2. The Union shall advise the Town of the names of the employees holding office (as noted above).
3. Union officers as described above shall be permitted to process grievances during their scheduled hours of duty, provided they have prior approval of the Chief or his/her designee and the amount of time in which officers are engaged in such activity is reasonable. 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 Chief of Police, that such time off is necessary and will not result in any additional cost to the department.
4.
  - A. Employees have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Union, provided however, nothing in this Article or Contract implies that any member of the unit must join the Union as a condition of employment, except as provided for under Article 8 in this Agreement.
  - B. Without limiting the forgoing, the Town agrees that it will not aid, promote, or finance another labor group or organization purporting to engage in collective bargaining or make any agreement with any such group, organization, or individual which would violate any rights of the Union under this Agreement or the Law.
  - C. Complaints brought against a member of the Union by a civilian: In all cases of complaints brought against a member of the unit by a non-police official (civilian) the following procedure will be followed:
    1. The Chief or his/her designee shall take reasonably prompt steps to investigate the complaint and may inform the subject of the complaint as

necessary of the nature of the complaint and the name of the complainant. If the Chief or someone acting in his/her capacity determines that there is a basis for the complaint, the Chief shall inform the officer complained of, the complaint and the name of the complainant.

2. Any disciplinary action based on the complaint shall be subject to the Discipline and Termination and Grievance Procedure Articles of this Agreement.
3. In no event will complaints of any nature be kept in the employee's personnel file maintained at the Town Office, without his/her knowledge.
4. The employee retains his/her right to review his/her personnel file at any reasonable time.

#### **ARTICLE 8 – MAINTENANCE OF MEMBERSHIP**

1. An employee who joins the Union after the signing of this Agreement shall remain a member of the Union as a condition of continued employment during the term of this Agreement.
2. No employee will be allowed to join the Union until the completion of his/her probation period.
3. Any employee who chooses not to join the Union must pay an agency fee to be determined by the Union in accordance with state and federal law. Such fee is to be paid in the same manner as Union dues described in Article 25 of this agreement.

#### **ARTICLE 9 – STRIKES AND LOCKOUTS**

During the term of this Agreement, 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 services or any curtailment of work or restriction or interference with the operation of the Police Department or the Town of Londonderry, and the Town agrees not to engage in any lockout.

#### **ARTICLE 10 – CONSULTATION**

1. Representatives of the Union shall meet with the Chief of Police or his/her designee regularly, but not less than twelve (12) meetings per year, at a time and place mutually agreed upon, to discuss matters of mutual concern, including those matters necessary to the implementation of this Agreement. A written agenda shall be submitted by the Union

to the Chief of Police no less than five (5) calendar days before the scheduled date of the meeting. At the discretion of the Chief of Police or his/her designee, additional matters for discussion may be placed on the agenda. When the Chief adds items to the agenda, he/she shall give the Union reasonable notice of such additions.

2. Nothing contained herein shall prevent the Union from consulting with the Chief of Police or his/her designee at any time, if matters of mutual concern arise of an urgent or emergency nature.

### ARTICLE 11 – PROBATIONARY PERIOD AND SENIORITY

1. The probationary period for sworn officers, newly hired and not NH certified shall be twelve (12) months in length. It shall commence after attendance at the Police Academy, but under no circumstances shall the probationary period be extended beyond one (1) year from date of hire. Employees who are hired and holding a NH certification or its equivalent shall likewise have a twelve (12) month probationary period.
2. Sworn employees newly hired holding a certification in another state shall have a six (6) month probationary period after completion of the required program to obtain NH certification, but under no circumstances shall the probationary period be extended beyond one (1) year from date of hire.
3. The probationary period for non-sworn employees shall be twelve (12) months in length.
4. Seniority shall mean length of full-time service with the Police Department beginning with the first day of employment.
5. Seniority shall only be applicable after the completion of the probationary period.
6. Where two (2) or more employees are hired on the same date, the amount of years of prior full-time law enforcement experience shall be used to determine who is the senior employee.  
  
The Town shall ensure that employee's hired without prior law enforcement experience shall not be hired at the same time of day on any given date. The manner of the order of their hire shall be determined by the Town. Their time of hire shall determine their seniority.
7. Seniority shall prevail in matters concerning layoffs and rehiring. Qualified and available permanent employees shall be reinstated before new employees, providing they are available for re-employment within two (2) weeks of being contacted by the Town.
8. Time in Grade For Shift Selections – For purposes of shift selection ONLY, seniority shall mean the length of continuous full-time service (temporary demotions and lesser discipline shall not be considered a break in service) in the position with the Police Department for any positions, which were attained through the promotional article of this

Agreement (Article 13), after July 1, 1991. Any positions attained through the promotional article of the Agreement (Article 13), prior to July 1, 1991, shall be grandfathered and for these positions, seniority shall mean, in all cases, including shift selection, length of full-time service with the Police Department as stated in section three (3) of this article. For any purpose other than shift selection, seniority shall be as stated in section three (3) of this article.

9. 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. Voluntarily quit, resignation or retirement
  - C. Failure to respond to a notice of recall as specified in section six (6) of this article
  - D. Remaining on layoff for more than twelve (12) consecutive months
  - E. Non-job related illness or injury resulting in inability to perform his/her work which lasts longer than twelve (12) months, however, benefits being provided under Article 18, Section 2 regarding filed disability claims shall continue

## ARTICLE 12 – HOURS OF WORK AND OVERTIME

1. **NORMAL WORK SCHEDULE** – The parties specifically agree that roll call shall commence at 0615 hours for the day shift, 1415 hours for the afternoon shift and 2215 hours for the midnight shift.

All non-sworn personnel shall attend eight (8) hours of training per year which shall be paid at that employee's regular rate and not at that employee's overtime rate. All sworn personnel shall attend twelve (12) hours of firearms range training per year which shall be paid at that employee's regular rate and not at that employee's overtime rate.

- a. The normal work schedule for uniformed sworn members of the unit shall be four (4) eight and one-half hour days followed by two (2) days of rest, except that under emergency conditions in order to properly fill shifts with existing personnel, days of rest may not be consecutive.
- b. Telecommunications Operators will normally work four (4) eight hour days on the basis of the following shifts: 0700 – 1500, 1500 – 2300, 2300 – 0700, followed by two (2) days of rest, which may not be consecutive in order to properly cover shifts with regular personnel under emergency conditions.
- c. Non-uniformed sworn members of the unit and the Sergeant-Technician shall have a normal work week of five (5) eight and one-half hour days followed by

- two (2) days of rest which might not be consecutive, depending on the emergency needs of the department.
- i. Four (4) days off shall be granted to the aforementioned employees during each twelve (12) week schedule, and can only be taken with advance notice to the Chief and subject to his/her approval in a minimum of two (2) hour blocks. No more than two (2) of these days can be taken consecutively.
  - d. Records personnel and the Telecommunications Supervisor shall work a normal work week of five (5) eight hour days followed by two (2) days of rest which might not be consecutive depending on the emergency needs of the department.
    - i. Four (4) days off shall be granted to the aforementioned employees on roll as of July 1, 2010 during each twelve (12) week schedule, and can only be taken with advance notice to the Chief and subject to his/her approval in a minimum of two (2) hour blocks. No more than two (2) of these days can be taken consecutively.
    - e. Detectives' normal work week shall be Monday through Saturday with one Detective on call each Sunday, which will require that Detective to respond to emergency calls if needed. Detectives recognize that at times, their schedule must be flexible and they may need to come in early or stay late.
2. WORK DAY AND WORK WEEK – For payroll purposes the workday will begin at 0000 hours on Sunday and end at 2400 hours. The work week will begin at 0000 hours on Sunday and end at 2400 hours the following Saturday.
- a. For scheduling purposes in dispatch, the work day will begin at 0700 hours and end at 0700 hours the following day. The work week will begin at 0700 hours on Sunday and end at 0700 hours of the following Sunday.
3. OVERTIME – All hours worked in excess of the normal work schedule shall be paid at 1.5 times the normal hourly rate. Time spent on private work details shall not be counted in determining the number of hours worked for overtime purposes.
4. Employees called back to work after having left the station at the end of their shift or during any other period of off-duty hours will be paid a minimum of four (4) hours at time and one half the employee's regular hourly rate provided such call back is not contiguous to the start of the employee's regular scheduled shift, in such cases, the employee will be paid for actual time worked at time and one half at that employee's regular hourly rate. Employees required to attend court during their off-duty hours shall be paid a minimum of four (4) hours at time and one-half at that employee's regular hourly rate, less the witness fee received by such employees.
5. Employees will be given a one-week notice when their tour of duty is to be changed, except when emergency situations necessitate a change as determined by the Chief of

Police or his/her designee. Shifts shall be posted and shall be handled in the following manner:

- a. Rotation will be on a twelve (12) week basis.
  - b. All shifts will be filled by seniority except as qualified below. In addition shift forms shall allow for the selection of preference, i.e., Town or Airport. The Union recognizes that within the shifts bid upon, by seniority, assignments to locations, i.e., Town or Airport, remain the discretion of the administration. The administration shall however consider seniority when making these assignments. The parties agree to continue with a joint labor/management committee on the bidding process. Each party may have up to three representatives. Changes to the current process shall be by mutual agreement and reduced to writing by the parties. Any changes shall be incorporated into the successor agreement without further negotiations.
  - c. The parties agree that the Chief has the non-grievable right to bump each officer once during every forty-eight (48) weeks (4 rotations). Further, the Chief may place any officer riding with another officer for the purpose of training on any shift the Chief wishes. Any officer training who is riding alone may be placed by the Chief for a period not to exceed twelve (12) weeks (one shift rotation).
  - d. Should it occur that more than two-thirds ( $2/3$ ) of the senior patrol officers, seniority shall be defined as in Article 11, section 4, bid the same shift, the administration has the right to assign the number of patrol officers in excess of two-thirds ( $2/3$ ) to the shift of the administrations choosing (Example: if twelve (12) of the most senior officers bid the same starting time, eight (8) most senior officers will receive their bid of choice, the remaining four (4) will be assigned to a shift of the administrations choice, this shall not be considered a bump). Should an officer in training who is riding alone displace any senior officer it shall be considered a bump to the officer who would have gotten the shift if available.
6. Hours paid but not worked, such as vacation, holidays, etc., shall NOT be counted in determining hours worked for the purposes of computing overtime pay.
  7. Each officer is entitled to a lunch break of one-half hour. This should be taken approximately halfway through his/her shift. Each officer is entitled to two (2) fifteen minute coffee breaks. At all times, the employees on break shall answer and respond to any and all calls if needed.
  8. Overtime shall be assigned to qualified sworn permanent employees on a rotating basis, according to seniority and availability. No temporary employee shall be assigned to cover overtime or regular shifts until all sworn, permanent, qualified employees have had the opportunity for such assignment. (The Union understands that the Town's definition is "not otherwise scheduled to work")

Vacancies in a Telecommunications Operator position shall be filled as follows: Three open shifts per week may be filled with regular part-time employees; any remaining

vacancies during that week shall be filled with qualified full-time non-sworn Telecommunications Operators on a rotating basis, provided such Telecommunications Operator has signed up for Telecommunications Operator overtime on an overtime sheet. If no non-sworn bargaining unit personnel accept the filling of any such vacancy, the employer may call part-time non-bargaining unit personnel to fill the vacancy. If no one accepts the Telecommunications Operator vacancy, it may be filled as the Town is presently doing. Further, it is agreed that no Telecommunications Operator may work more than sixteen (16) consecutive hours or a total of sixteen (16) hours in a twenty-four (24) hour period.

The parties agree that all other bargaining unit employees shall not work more than seventeen (17) hours in any twenty-four (24) hour period, nor more than seventy-two (72) hours during a normal work week at any related police work and outside details, inclusive of court time paid.

Nothing in this Article shall prohibit the Chief from establishing a separate patrol or other similar work as a means of training part-time personnel.

### ARTICLE 13 – PROMOTIONS

1. Jobs to be filled through promotion shall be posted on the Department bulletin board and on the departmental email system for a period of five (5) working days.
2. Job posting shall include rank, rate of pay, and a statement if the position is permanent or temporary.
3. Any plus rate or overtime position of promotion that has been filled consistently by the administration for a period of 150 days shall be posted for promotion. Any plus rate position shall be first filled with the senior most qualified person from the promotional eligibility list. If there is no valid promotional eligibility list, then the senior most qualified officer for that specific position shall be plus rated to that position.
4. After an award is made of promotion, the name of the person promoted shall be posted on the Department bulletin board and via the departmental email system for a period of five (5) working days following the award.
5. Job posting shall include rank, rate of pay, and a statement if the position is permanent or temporary.
6. No employee covered by this Agreement shall be eligible for any promotion to the job classifications covered by this Agreement until that employee has completed the following:
  - a. Sergeant: A minimum of five (5) years of full-time civilian (non-military) law enforcement experience, of which three (3) years must be with the Londonderry Police Department.

- b. Detective/Juvenile Officer: A minimum of three (3) years with the Londonderry Police Department.
  - c. Records Supervisor/Dispatch Supervisor: A minimum of five (5) years with the Londonderry Police Department.
7. A comprehensive performance program shall be used for all promotions to the job classifications covered by this Agreement as set forth in Article 3, section 1 entitled Recognition. It shall consist of three (3) parts:
- a. An Oral Board will be conducted with said board staffed by representatives of outside agencies. The administration agrees to make every effort to ensure that the members selected come from agencies that are either demographically similar to ours or philosophically similar to ours (preferably both). Further, the Administration agrees to share with Union representatives just which agencies the representatives are from, but not the individual's identities, at least one (1) week prior to the oral board.
    1. The oral board will be given a set of questions that they are instructed to ask in a fair and consistent fashion.
    2. Time slots and schedules for the oral board shall be determined on a random basis.
    3. The required score for passing this phase of the process shall be the same as that required for the written examination: seventy (70%) percent or better, or else that candidate shall not be allowed to move on to the final phase of the process (experience point assessment outlined in section C).
    4. The oral board shall count for forty (40%) percent of the total in conjunction with the written score, and prior to the points assessment phase.
  - b. A Written Examination conducted by one of the three (3) groups listed below:
    1. Jacques Personnel of Concord, NH
    2. International Association of Chiefs of Police
    3. International Personnel Management Association

All candidates passing the oral board and written examination with at least a score of seventy (70%) percent shall be eligible to continue. The candidates two scores will be totaled as follows: 60% written test, 40% oral board.

- c. The candidate shall then receive points for Experience as outlined below. These points shall be added to the final score of each applicant, and are not cumulative

within each category. The total number of points added shall not be more than ten (10) points.

1. Military Service: Minimum of three (3) years of active duty military service, one (1) point.
2. Law Enforcement Education:
  - i. Associate of Science (Law Enforcement related), one (1) point.
  - ii. Bachelor of Science or Arts (Law Enforcement related), two (2) points.
  - iii. Master of Science (any field), three (3) points.
  - iv. PhD. (any field), four (4) points.
3. Experience:
  - i. Five (5) years experience, one (1) point.
  - ii. Ten (10) years experience, two (2) points.
  - iii. Fifteen (15) years experience, three (3) points.
  - iv. Twenty (20) years experience, four (4) points.
8. Discipline Free Performance: one (1) year prior to testing, one (1) point. For the purpose of this section, counseling statements of any duration shall not be included as discipline by the Administration. The time period for "Discipline free for the one (1) year prior" shall be 365 days prior to the written test date with no form of formal discipline having been formally issued.
9. Promotional lists of qualified candidates will remain in effect for twelve (12) months. Promotions will be made from the list then in effect.
10. The Town Manager shall promote upon the recommendation of the Chief of Police only a person standing among the highest five (5) of those candidates who obtained a score of at least seventy (70%) percent on both the written and oral examination. The decision of the Town Manager shall be final and is not subject to the grievance procedure outlined in Article 25. If there is only one (1) eligible candidate, the Town Manager shall fill the position with that person, provided that person has obtained a score of at least seventy (70%) percent on the written examination.
11. If, during the life of this contract, another promotion of the same job classification becomes available by posting during the twelve (12) months of the promotional list eligibility, the Town Manager shall appoint from the remaining four (4) candidates. If, during the life of this contract a new position in the same job classification becomes open



after the completion of twelve (12) months of promotional list eligibility, a new test must be taken by all applicants. There shall be no protection for any prior testing candidates.

12. Promotional examinations for the rank of Sergeant shall be conducted during the month of July 2014, with the exact date to be determined by the Chief of Police or his/her designee. Following these tests, an eligibility list will be set and will remain in effect from August 1 through July 31 of the following year. Upon successful completion of the promotional process, the candidates with the top five (5) scores will comprise this eligibility list, which will be posted in conjunction with the Union.
13. Promotional examinations for the temporary rank of Detective shall be conducted during the months of January 2015, with the exact date to be determined by the Chief of Police or his/her designee. Following these tests an eligibility list will be set and will remain in effect from February 1 through January 31 of the following year. Upon successful completion of the temporary promotion process, the candidates with the top five (5) scores will comprise this eligibility list, which will be posted in conjunction with the Union.

#### ARTICLE 14 – SALARIES

Effective July 1, 2014 the following wage schedule will become effective for employees on roll as of July 1, 2010 as provided below:

##### ANNUAL

	<b>Start</b>	<b>1 Year</b>	<b>2 Years</b>	<b>3 Years</b>
Telecommunications Operator & Records Clerk	\$43,247.24 \$20.79	\$45,505.10 \$21.88	\$47,880.74 \$23.02	\$51,852.58 \$24.93
Telecommunications Supervisor & Records Supervisor	\$51,418.75 \$24.72	\$54,104.84 \$26.01	\$56,931.94 \$27.37	\$61,629.67 \$29.63
Patrol Officers	\$49,942.50 \$24.01	\$60,083.24 \$28.89	\$63,087.00 \$30.33	\$66,248.72 \$31.85
Detective, Juvenile Officer, Prosecutor	\$61,778.42 \$29.70	\$65,690.79 \$31.58	\$68,974.54 \$33.16	\$72,424.25 \$34.82
Sgts, T. Sgt, Inv. I	\$67,385.74 \$32.40	\$70,738.95 \$34.01	\$74,265.09 \$35.70	\$78,535.82 \$37.76

##### HOURLY

	<b>Start</b>	<b>1 Year</b>	<b>2 Years</b>	<b>3 Years</b>	<b>4 Years</b>
Animal & Asst. Animal Control Officer	\$18.33	\$19.94	\$21.12	\$24.42	\$26.06





1. Effective July 1, 2014, the wage schedule listed below shall be effective for employees hired on or after July 1, 2010, as outlined below:

**ANNUAL**

	Start	1 Year	2 Years	3 Years	4 Years	5 Years	6 Years	7 Years
Telecomm. Op. & Records Clerk	\$43,247.24	\$44,328.41	\$45,436.63	\$46,572.54	\$47,736.85	\$48,930.28	\$50,153.53	\$51,852.58
	\$20.79	\$21.31	\$21.84	\$22.39	\$22.95	\$23.52	\$24.11	\$24.93
Telecomm. Supv. & Records Supv.	\$51,418.75	\$52,704.22	\$54,021.83	\$55,372.37	\$56,756.69	\$58,175.61	\$59,630.00	\$61,629.67
	\$24.72	\$25.34	\$25.97	\$26.62	\$27.29	\$27.97	\$28.67	\$29.63
Patrol Officers	\$49,942.50	\$60,083.24	\$61,585.31	\$63,124.95	\$64,703.07	\$66,248.72		
	\$24.01	\$28.89	\$29.61	\$30.35	\$31.11	\$31.85		
Detective, Juvenile Officer, Prosecutor	\$61,778.42	\$63,322.88	\$64,905.95	\$66,528.59	\$68,191.82	\$69,896.60	\$71,644.03	\$72,424.25
	\$29.70	\$30.44	\$31.20	\$31.98	\$32.78	\$33.60	\$34.44	\$34.82
Sgts, T. Sgt, Inv l	\$67,385.74	\$69,070.38	\$70,797.15	\$72,567.07	\$74,381.24	\$76,240.78	\$78,535.82	
	\$32.40	\$33.21	\$34.04	\$34.89	\$35.76	\$36.65	\$37.76	

**HOURLY**

	Start	1 Year	2 Years	3 Years	4 Years	5 Years	6 Years	7 Years
Animal and Asst. Animal Control Off.	\$18.33	\$18.80	\$19.27	\$19.76	\$20.25	\$20.76	\$21.27	\$21.81
		8 Years	9 Years	10 Years	11 Years	12 Years	13 Years	14 Years
		\$22.35	\$22.92	\$23.48	\$24.08	\$24.69	\$25.28	\$26.06

Wage rates for all employees shall be increased on July 1, 2014 by one point eight percent (1.8%).

Patrolmen will be eligible for classification as Master Patrolmen at a rate of two percent (2%) above the Patrolmen maximum base rate (currently the Police Officer 5 Year step as delineated by contract) based upon:

- a. Being completely and in all regards eligible for the rank of Sergeant
- b. Having taken and passed all phases of the sergeant promotional process
- c. Having completed a two (2) week sergeants Field Training period, or having attended and passed a police first line supervisors course approved by the Chief of Police
- b. The Administration agrees that an Officer's elevation to the rank of Master Patrolman shall not be unreasonably withheld based upon the logistics required to



complete the above mentioned field training period, or the scheduling of attendance at an approved supervisors school.

Master Patrolman who have completed their 10<sup>th</sup> year of service to the Town of Londonderry will be entitled to an additional two percent (2%) wage increase, which shall in turn place their pay scale at a total of four percent (4%) above the Patrolman maximum base rate (currently the Police Officer 5 Year step as delineated by contract)

Patrolmen who are at the Master Patrolmen step may be used to fill Sergeants vacancies after Sergeants have been offered and rejected such overtime opportunities. In this capacity for all intents and purposes, a Master Patrolmen shall be considered a supervisor. Only after the Sergeant's list and Master Patrolmen's list have been called, and sergeants and Master Patrolmen have rejected such overtime opportunities, may the use of administrative personnel be allowed to fill sergeant's/supervisory vacancies.

All current personnel holding the rank of Master Patrolman shall be "grandfathered" in at their current rate and be eligible for OIC overtime.

Civilian employees after completion of their tenth year of service to the Town of Londonderry will receive a rate of four percent (4%) above their regular maximum classification rate and Patrolman who have completed their 10<sup>th</sup> year of service to the town of Londonderry, but who have not attained the rank of Master Patrolman, will receive a rate of three percent (3%) above their maximum classification rate (currently the Police Officer 5 Year step as delineated by contract)

2. Starting salaries may vary according to the credit given by the Town for relevant training, education and experience in excess of the minimum normally required for employment in each class and rank as determined by the Chief.
3. Increases to the next step for all unit members shall be based on successful completion of the probationary periods and time in grade as set forth by each step.
4. All employees assigned to work during the afternoon shift hours will be paid a shift differential of seventy-five cents (\$ 00.75) per hour.

All employees assigned to work during the midnight shift hours will be paid a shift differential of one-dollar (\$ 1.00) per hour.

## ARTICLE 15 – PLUS RATES

Employees required to serve in a higher level rank or classification shall receive the pay for that higher classification if he/she serves in the higher classification for at least an eight (8) hour shift. Qualification of the employees and department seniority shall be used in filling the position.

Employees while actively engaged in field training other employees shall receive a plus rate of an additional four percent (4%) to their regular rate of pay.

## ARTICLE 16 – OUTSIDE WORK DETAILS

1. Payment for outside work detail shall be at a rate equivalent to the highest daytime overtime rate for a Master Patrolman, minus incentives. If the officer works more than eight (8) consecutive hours on any one outside detail, he/she shall be paid at a rate equivalent to highest daytime double time rate for a Master Patrolman, minus incentives for those consecutive hours in excess of eight (8) hours. The Town shall establish an additional per hour service charge.

Employees working outside details shall be paid a minimum of four (4) hours except:

- a. If the work is canceled prior to four hours before the officer is to report for duty.

Payment for the four (4) hour minimum shall be based on the Officer's ability to perform his/her duties for the four (4) hour period.

Outside details shall be offered to permanent qualified sworn personnel on the basis of seniority on a rotating basis before such duty is offered to other permanent qualified employees. Officers to be eligible for outside details are required to provide a maximum of two telephone numbers which will be called and an immediate response is required to be considered for the detail.

The method of filling and calling for outside work details shall be governed by a Memorandum of Understanding reached by the Chief of Police or his designee and representatives of AFSCME Local 3657. This Memorandum shall be reviewed annually, with the Town and the Union agreeing in writing to any changes in the Memorandum. Further, and upon reasonable notice by either party, this Memorandum of Understanding can be re-visited at any time should circumstances dictate that necessity, again so long as the Town and the Union agree, in writing, to changes.

Under no circumstances will swapping of details be permitted. Any outside detail which cannot be filled by the original officer 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 officer who originally took it, less than twenty-four (24) hours prior to the start of the detail must be reassigned according to the emergency detail procedure in this Article.

No one will be allowed to work an outside detail if they have been absent from their regular job with the Police department within twenty-four (24) hours of such outside detail unless that absence was due to previously scheduled time off for vacation or the absence was due to a day off as part of that employees normal work schedule.

**ARTICLE 17 – HOLIDAYS**

1. The following thirteen (13) paid holidays are allowed employees:

New Year's Day	Memorial Day
Veteran's Day	Washington's Birthday
Independence Day	Thanksgiving Day
Day After Thanksgiving	Third (3 <sup>rd</sup> ) Monday in April
Labor Day	(substituted for former
Christmas Day	Fast Day, instead of Civil
Columbus Day	Rights Day)
½ Day Before Christmas Day	½ Day Before New Year's Day
2. If an employee is required to work on a holiday, which is his/her scheduled day off, compensation shall be at the rate of one and one-half times his/her regular rate.
3. Employees entitled to receive holiday pay shall receive said pay in the pay period in which the holiday falls.

**ARTICLE 18 – INSURANCE**

- 1a. For regular full-time employees on roll effective July 1, 2004, the Town shall contribute towards the cost of health insurance selected by the eligible employee at eighty-five percent (85%) of the premium for Blue Choice-Plan One with Rider for single, two person or family coverage. In the event an employee opts for a plan with more comprehensive coverage than Blue Choice-Plan One with Rider, the employee will pay the additional premium cost over and above the fifteen percent (15%) cost share of the Blue Choice Plan.

For regular full-time employees hired after July 1, 2004, the Town shall contribute towards the cost of health insurance selected by the eligible employee at seventy-five percent (75%) of the plan premium for single, two-person or family coverage, except in the event an employee opts for a plan with more comprehensive coverage than Blue Choice, the employee will pay the additional premium cost over and above the twenty-five percent (25%) cost share of the Blue Choice Plan.

Regular part-time employees may purchase, at their expense, coverage under the Town's policy.

All employee premium cost sharing contributions shall be on a weekly basis or bi-weekly and shall be on a pre-tax basis. Should the Town desire to change the current pay period, the Town shall give at least thirty (30) days notice of their intent, as well as provided for the ability to bargain the impact prior to implementation.



- 1b. Employees on roll effective July 1, 2004, upon satisfactory evidence that he/she has health insurance coverage through a spouse or other family member’s policy shall receive the following annual payments:

	Single	2 Person	Family
7/1/10	\$ 2,500	\$ 2,500	\$ 4,244
7/1/11	\$ 2,500	\$ 2,500	\$ 3,300
7/1/12	\$ 2,500	\$ 2,500	\$ 2,500

Satisfactory evidence must be provided annually during the period of June 1 – June 30. Employees opting for this provision shall not be eligible to participate in coverage as provided in Section 1a above for the one year period July 1 through June 30 applicable to execution of this option.

Regular full-time employees hired after July 1, 2004 and employees who change from “buyout” status and later opt for resumption of “buyout” shall upon satisfactory evidence that he/she has health insurance coverage through a spouse or other family member’s policy, receive \$2,500.

The insurance buyout payment shall be divided equally and payable to eligible employees during the employee’s regular pay period. The sick leave “cash-in” shall be a lump sum payment, and not divided equally and payable during the employee’s regular pay period.

Regular part-time employees hired after July 1, 2004, shall no be eligible for the insurance buyout.

- 1c. Employees of this unit shall be eligible to participate in the Town’s Flexible Benefit Plan which provides provisions relative to Sections 1-5 above, as well as Health Care and Dependent Care options with a health insurance “buy-out” as provided in Section 1b of this Article.
2. Life and Disability provided through the Local Government Center Health Trust in an amount equivalent to a bargaining unit member’s annual salary, with benefits for dismemberment and loss of sight and non-occupational disability benefits of sixty-six and two-thirds percent (66 2/3%) of an employee’s weekly salary up to a maximum of six hundred fifty dollars (\$ 650.00) per week for a maximum of twenty-six (26) weeks. The disability benefit does not begin until the end of fifteen (15) calendar days of a non-occupational disability. The Town shall provide, at no expense to the employee, long-term disability insurance covering non-work related accident and illness to commence after the twenty-sixth (26<sup>th</sup>) week of such illness or injury at sixty-six and two-thirds (66 2/3%) of the employee’s basic monthly earnings to a maximum of \$ 6,000/month. Full coverage is provided until age 65 and then is reduced annually on a revised schedule until age 70 at which time coverage ceases.

Coverage under the above will be available only on the basis of the policy/policies in effect when the non-occupational disability commenced.



3. **Liability Insurance** – The Town shall indemnify and save harmless any employee covered by this Agreement and acting within the scope of his or her employment from personal financial loss and expense including reasonable legal fees and costs, if any, arising out of any claim, demand, suit or judgment by reason of (1) negligence or other act resulting in accidental injury to a person or accidental damage to or destruction of property and (2) any act or omission constituting a violation of the civil rights of any person under federal law if such act or omission was not committed with malice. The Town shall supply the employee with counsel or, if there is a legal conflict of interest, pay his or her reasonable attorney's fees. The operation of this paragraph is contingent upon the employee's cooperation with the Town in the defense of any action brought against the employee and/or the Town.
4. **Dental Benefits** – The Town agrees to pay one hundred percent (100%) of the monthly premium costs of a dental plan for regular full-time employees and their dependents with a twenty-five dollar (\$25.00) deductible of the so-called Delta Dental Plan which is known as Option III through the Local Government Center Health Trust for employees covered by this Agreement with the following coverages:

Coverage A – 100% Payment  
Coverage B – 80% Payment  
Coverage C – 50% Payment

There will be a twenty-five dollar (\$25.00) deductible for Coverage B and C, with a maximum total payment of one thousand dollars (\$1,000) per person per contract year for all coverages combined.

Regular part-time employees may purchase coverage, at their expense, under the Town's policy.

5. **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.
6. It is expressly agreed by the parties to this Agreement that the Town may, in its sole discretion, obtain benefits set forth in Sections 1 and 4 above from a different source(s) provided the benefits are comparable with the benefits presently provided.
7. Employees may select one (1) payroll deduction from EMPLOYEE paid benefits. Such payroll deduction will be permitted if there is no cost to the Town for such deductions.

The Town agrees to match up to two hundred dollars (\$200.00) per year, the amount given by LGC to employees who successfully complete wellness program requirements, for as long as LGC provides this incentive.

8. **Worker's Compensation** – All employees who are injured or incur a job related illness while in the performance of their duties shall receive any difference between their Worker's Compensation check and their base pay while on injury/illness for a period of ninety (90) days from date of such injury or illness. The employee shall be responsible



for payment of any contractual deduction (e.g. health insurance): failure to meet such payment for such obligations shall result in cancellation of the applicable benefit.

**ARTICLE 19 – SICK LEAVE**

1. Sick leave shall be earned at the rate of one (1) day at the end of each month of employment for a maximum of twelve (12) sick days per year.
2. Sick leave may be accumulated to eighty five (85) days. Any employee who has accumulated in excess of eighty five (85) days upon the effective date of this agreement, shall be grandfathered at that higher rate, however, said employee’s grandfathered total shall be reduced by the number of sick days used. Any employee shall not accrue further sick days until such time as his/her accumulated amount falls below eighty five (85) days, and shall thereafter only accrue to the eighty five (85) day limit.

For eligible employees hired on or after July 1, 2010, sick leave shall become due as earned at the end of the month and may accumulate, if not used, to a maximum of sixty (60) days.

3. Employees that leave the employment of the Town for any reason, other than cause, shall be eligible for a maximum payment of the accumulated sick leave up to the following schedule:

1 – 5 Years	5	Days
6 – 10 Years	10	Days
11 – 15 Years	12.5	Days
Over 15 Years	30	Days

An employee may not receive payment for more sick leave that she or he has accumulated at the time of termination.

4. In the event termination of employment shall be the result of an employee’s death, his/her beneficiaries or estate shall be entitled to receive compensation for the above stated accrual sick leave.
5. For the duration of the agreement, employees who have ten years of service and accumulated at least 60 days of sick leave, may cash in up to six sick leave days per year. The days deducted from the employee’s sick leave bank shall be three times the number or days cashed in, and shall be subject to the accrual limitations as set forth in Section 2 of this Article.

**ARTICLE 20 – TUITION REFUND**



1. Effective July 1, 1993 Educational Incentive will be discontinued excepting that any employee on roll June 30, 1993 who had previously earned and was receiving an approved educational incentive of seven hundred fifty dollars (\$750) per year for an Associates Degree or one thousand five hundred dollars (\$1,500) per year for a Bachelors Degree will be grandfathered and continue to receive said authorized Educational Incentive payable in weekly installments throughout the year.
2. Effective July 1, 2010 actual tuition payment for courses passed in an approved criminal justice, public administration, law degree program, certificate program or any other program pre-approved by the Chief of Police will be paid upon satisfactory evidence of course enrollment on a first come, first paid basis up to a total of forty-five thousand dollars (\$45,000) per contract year for all employees provided that the employee sign a release for repayment of cost of the course should the employee for whatever reason fail to obtain a passing grade for the course. In the event the employee does not provide evidence of having passed a course, the Town shall deduct payment from the employee's wages. Further, if the employee does not obtain a passing grade, said employee shall not be eligible to participate in the program for a period of two (2) years.

#### **ARTICLE 21 – MILITARY SERVICE**

1. Shall be governed by existing State and Federal Law.

#### **ARTICLE 22 – LEAVES OF ABSENCE**

1. Permanent employees who have completed their probation may apply for and be granted unpaid leave of absence for reasons such as personal illness or other compelling urgent reasons. Such leave, when approved, shall be recommended in writing by the Chief of Police to the Town Manager. Denial of such leaves by the Chief of Police or the Town Manager shall not be arbitrary or capricious and shall be based on the service requirements of the department.
2. When unpaid leaves of absence exceed sixty (60) days, seniority will cease to accumulate for the additional period beyond sixty (60) days.
3. Any employee who accepts employment or conducts a business during a leave of absence shall be immediately terminated unless such activities had been previously approved by the Chief of Police or the Town Manager.
4. Employees shall be granted three (3) days paid leave of absence in the case of a death of the employee's spouse or the employee's or spouse's child, father, mother, brother, sister, grandchild, grandparent, or the employee's aunt or uncle. Additional time may be granted at the discretion of the Chief of Police to attend the funeral of another relative or Town employee.

- In addition, employees may be granted three (3) days paid leave in the event of a serious life-threatening illness of a member of that employee's immediate family; granting of any such leave shall be at the sole discretion of the Chief of Police and the Chief's refusal to grant any such leave shall not be subject to the grievance or arbitration provisions set forth in Article 27 – GRIEVANCE PROCEDURE.
5. Employees shall be granted one (1) personal leave day per year, which must be approved by the Chief of Police in advance. To be eligible for such leave an employee must give one week's advance written notice. The parties agree that a personal day shall not be taken during any period, which, in the opinion of the Chief of Police, is a critical period.
    - a. Employees who use six (6) days of sick leave or less in the preceding calendar year will be granted one (1) additional personal leave day under the same conditions as previously described above.
    - b. Employees who receive the Officer or Employee of the Year award shall be granted one (1) day off with pay within twelve (12) months of receiving said award. The day off shall be approved by the Chief of Police, shall not be unreasonably withheld, shall not impede the operation of the agency and shall not be granted on any holidays.
  6. The parties specifically agree that employees covered by this Agreement may not use any paid sick leave during an unpaid leave of absence regardless of the TIMBERLANE decision.
  7. If any member of the Union is absent from work due to unauthorized leave of absence, overstayed unauthorized leave of absence, or giving false reason for leave of absence, such time missed from work shall not be counted for seniority purposes, provided that nothing in this Agreement will limit or restrict the Town from taking such disciplinary action as it deems appropriate subject to the provisions of Article 26, DISCIPLINE AND TERMINATION FOR CAUSE.

### ARTICLE 23 – UNIFORM ALLOWANCE

1. New employees will be issued a complete set of uniforms.

Officers will not be allowed to purchase items through the department for their own personal use. Officers ordering items or materials for personal use shall have them shipped to their residence and the bills shall go to the officer at his/her residence.

July 1<sup>st</sup> annually each sworn member of the bargaining unit shall receive the sum of eight hundred dollars (\$800) net for the purpose of cleaning and replacing worn and unserviceable clothing.

July 1<sup>st</sup> annually each civilian member of the bargaining unit shall receive the sum of three hundred fifty dollars (\$350) net for the purpose of cleaning and replacing worn and unserviceable clothing.

Employees with less than one (1) year of service shall receive the aforementioned uniform allowance on a pro rata basis.

The Town shall replace any article of uniform damaged in the line of duty. The Town shall only be financially obligated to replace items to the equal value of the department issue.

2. The clothing and equipment required and furnished by the Town shall remain the property of the Town. Each sworn member shall be eligible for the following:

- |                          |  |
|--------------------------|--|
| 1 Hat, regular           | 4 Pairs of trousers*                       |
| 1 Hat Cover, rain        | 2 Breast Badges                            |
| 2 Neckties*              | 1 Hat Badge                                |
| 1 Tie Pin*               | 2 Name Badges*                             |
| 3 Shirts, Long Sleeved*  | 1 Firearms Badge (if earned)               |
| 3 Shirts, Short Sleeved* | 1 Ammo Pouch                               |
| 1 Holster                | 1 Garrison Belt*                           |
| 1 Pistol                 | 3 Keepers                                  |
| 1 Handcuff Case          | 1 Rain Coat                                |
| 1 Pair Handcuffs         | 1 Jacket, Summer Service ***               |
| 1 Riot Stick             | 1 Jacket, Winter Service, Long or Short*** |
| 1 Holder, Riot Stick     | 1 B.D.U. Fatigue Jacket (for E.R.T.)       |
| 1 Pair Shoes or Boots    | 1 Ballistic Vest                           |
| 1 Pair B.D.U. Fatigues   | 1 Class A Blouse                           |
| 1 Pistol Belt            |  |

\* Items marked with a single asterisk will be issued to all non-sworn members of the department who are required to wear a uniform.

\*\*\* All sworn personnel, ACO and AACO.

In addition to the above items a sweater will be purchased for all non-sworn personnel required to wear a uniform. Effective July 1, 1999 all TCO's and the TCS will receive 4 golf shirts instead of the long and short sleeved shirts listed above.

3. Upon initial assignment to the position of Detective, Detective Sergeant, or Juvenile Officer, Officers shall be reimbursed for the following items:

- |                         |                        |
|-------------------------|------------------------|
| 1 Windbreaker           | 4 Pair of Dress Slacks |
| 3 Shirts, Short Sleeved | 2 Suit Coats           |
| 3 Shirts, Long Sleeved  | 3 Suit Ties            |
| 1 Navy Blue Polo Shirt  | 1 Pair of Dress Shoes  |



Purchase of these items shall be made by each individual Officer and a receipt(s) provided for the purchase. Officers shall be reimbursed by the Town for the total cost of these items, said cost not to exceed eight hundred dollars (\$800).

Officers shall be issued the following equipment:

- |                |   |
|----------------|---|
| 1 Badge Holder | 1 Handcuff Case                                   |
| 1 Clip Case    | 1 Appropriate Holster for Plain Clothes Personnel |

Clothing issued to these personnel shall be considered uniform, and shall be worn while personnel are on duty unless excused by the Chief or his/her designee.

### ARTICLE 24 – VACATIONS

- Effective July 1, 2004, employees shall be credited with all vacation earned from the employees prior anniversary date to July 1, 2004. Effective July 1, 2004, employees shall begin to accrue on a weekly basis and be eligible for annual vacations based on the following schedule:

Length of Continuous Service	Vacation Accrual Rate (Hours per Month)	Days Per Year
Date of hire to 12 months of service	6.66	10
13 <sup>th</sup> month through 24 <sup>th</sup> month	7.33	11
25 <sup>th</sup> month through 36 <sup>th</sup> month	8.00	12
37 <sup>th</sup> month through 48 <sup>th</sup> month	8.66	13
49 <sup>th</sup> month through 60 <sup>th</sup> month	10.66	16
61 <sup>st</sup> month through 72 <sup>nd</sup> month	11.33	17
73 <sup>rd</sup> month through 84 <sup>th</sup> month	12.00	18
85 <sup>th</sup> month through 96 <sup>th</sup> month	12.66	19
97 <sup>th</sup> month through 108 <sup>th</sup> month	13.33	20
109 <sup>th</sup> month through separation	14.00	21

- A newly hired employee will not be permitted to schedule vacation time during the probationary period. Upon successful completion of probation, the employee may, with approval of the Chief of Police, use accrued working days of the first year's vacation accrual.
- Requests by an employee to take vacation accrued in advance of the schedule provided in section 1 shall be submitted through the Chief of Police for Town Manager approval.
- Employees may accrue vacation up to two (2) times the yearly total to which the employee is entitled, provided the two (2) times threshold is never exceeded. In the event an employee exceeds the two (2) times threshold at any time such excess accrual shall be forfeited. If an employee covered by this contract is eligible for ten (10) or more days of vacation during the current service year, such employee shall have the option of being

paid for any unused vacation time up to five (5) days. In the event the employee opts for payment such option shall be declared on or before the employee's anniversary date and shall be paid not later than the second pay period after said anniversary date.

5. When an employee terminates his/her employment with the Town for any reason other than cause, he/she shall be compensated for 100% of all accrued vacation. In the event of the employee's death, his/her beneficiary(ies) shall be entitled to be compensated for 100% of the deceased employee's unused vacation.
6. No employee shall take more than two (2) weeks of earned annual vacation at any one time.
7. It shall be the responsibility of the Chief of Police to so arrange vacations within the Department so as not to interfere with the operations of the Department. However, reasonable efforts will be made to accommodate an employee's request. Vacation requests for more than four (4) consecutive work days shall be made at least one (1) week in advance except in emergency situations as determined by the Chief of Police.
8. Vacations shall be granted on a seniority basis with the most senior employee having preference, except as follows:  
  
An employee vacation request form, affixed hereto as Attachment A, shall be posted no later than 1000 hours on Monday of each week. For thirty (30) days after the posting of such a list, excluding weekends and holidays, a senior employee may bump an employee with less seniority from that vacation time requested. Once the thirty (30) day time period excluding weekends and holidays has passed, if no senior employee has bumped an employee with less seniority from the requested vacation time, then the vacation request is granted to the employee with less seniority and no senior member may bump the less senior member from that vacation time slot.  
  
Notwithstanding the preceding paragraph, in no case will a member with more seniority be allowed to bump a member with less seniority from a partial number of days, if the less senior member has requested those same days as part of a full week or multiple week vacation request.
9. Vacation pay shall be figured at the regular straight time rate for eight (8) hours per day that the employee normally works.
10. In the event of voluntary resignation, layoff, retirement or death, the eligible employee or his/her beneficiary shall be entitled to payment for all unused vacations. Payment for any unused vacation shall not be made if the employee is involuntarily discharged.

## ARTICLE 25 – DUES DEDUCTION

Upon individual written authorization signed by a Union member covered by this contract and approved by the Union President, the Town agrees to deduct from the pay of each Union

member so authorized the current Union dues as certified to the Town by the Treasurer of the Union. Said deduction shall be made each pay period provided, however, that if any employee has no check coming to him/her or if the check is not large enough to satisfy the deduction, then and in that event, no collection will be made from said employee for that pay period. The Town shall send the amount so deducted at least one time per month to the Treasurer of the Union. In no case will the Town attempt to collect fines or assessments for the Union beyond the regular dues. Should there be a dispute between an employee and the Union over the matter of deduction, the Union agrees to defend and hold the Town harmless in any such dispute.

## ARTICLE 26 – DISCIPLINE AND TERMINATION FOR CAUSE

1. An employee may be disciplined or terminated/dismissed if there is found to be just cause for such action. Just cause shall include but not be limited to the following:
  - a. Incompetence
  - b. Improper behavior in the line of duty
  - c. Behavior detrimental to the Town
  - d. Failure to carry out assigned duties

All of the above shall be subject to the Grievance Procedure.

## ARTICLE 27 – GRIEVANCE PROCEDURE

1. Definition

A grievance under this article is defined as an alleged violation of any of the provisions of the Agreement.

Each grievance must be submitted in writing by the Union and must contain a statement of the facts surrounding the grievance, the provision(s) of this Agreement allegedly violated and the relief requested.

2. Procedure

### STEP ONE

**\*\* NOTE \*\* ALL TIME FRAMES IN THIS ARTICLE ARE AGREED TO EXCLUDE WEEKENDS AND HOLIDAYS EXCEPT FOR THE SIX (6) MONTH TIME FRAME MENTIONED IN STEP ONE.**

An employee desiring to process a grievance must file a written statement of the grievance to the Police Chief no later than fifteen (15) days after the employee knew the facts on which the grievance is based, and in no case more than six (6) months from the occurrence. The Police Chief shall meet with the employee and Union Steward within

five (5) days following receipt of the notice and shall give a written decision within five (5) days thereafter.

### **STEP TWO**

If the employee or the Local is not satisfied with the decision of the Police Chief, he/she may file, within five (5) days following the Chief's decision, a written appeal with the Town Manager setting forth the specific reasons why he/she believes the Agreement is being violated by the Town action in question. Within ten (10) days following receipt of the appeal, the Town Manager shall either issue a written decision or schedule a hearing. Said hearing shall be held no later than ten (10) days following receipt of the appeal and written decision shall be rendered within five (5) days thereafter.

### **STEP THREE**

If the employee or the Local is not satisfied with the decision of the Town Manager, the Union may file, within twenty (20) days, following receipt of the decision of the Town Manager, a request for arbitration to the American Arbitration Association under its rules and regulations. The arbitrator shall not have the power to add to, ignore or modify any of the terms or conditions of this Agreement, nor shall said arbitrator have the power to hold hearings for more than one grievance, that is, multiple grievances before the same arbitrator will not be allowed. The arbitrator's decision shall not go beyond what is necessary for the interpretation and application of express provisions of this Agreement. The arbitrator shall not substitute his/her judgment for that of the parties in the exercise of rights granted or retained by this Agreement. 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 the losing party.
4. The foregoing time limitations may be extended by mutual agreement of the parties.
5. Failure of the grievant to abide by the time limits set out in this article shall result in the grievance being deemed abandoned.
6. Failure of the Town to abide by the time limits set out in this article shall result in the grievance being deemed granted.

## **ARTICLE 28 – MISCELLANEOUS**

### **1. BULLETIN BOARDS**

The Union may post notices on the bulletin board or any adequate part thereof in places and locations where notices usually are posted by the Department for employees to read. All such notices shall be on the Union stationary, signed by an official of the Union, and shall only be used to notify employees of matters pertaining to the 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.

2. INTRA UNIT RELATIONS

Since it is to the benefit of all that harmonious internal relations prevail in the Department, any dispute which may arise between or among members of the unit which have major consequences for their performance, shall at the Chief of Police's discretion, be referred to the bargaining agent for mediation and resolution.

### ARTICLE 29 – SAFETY/EQUIPMENT

1. The Department shall have the right to make regulations for the safety and health of its employees during their hours of employment. Representatives of the Department and the Union may meet once in ninety (90) days at the request of either party to discuss such regulations.
2. The Police Department may adopt rules for the operation of the Police Department 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 his/her supervisor that a loss has occurred, that the loss was not due to negligence of the employee, and the replacement is approved by the Chief of Police.

### ARTICLE 30 – SEPARABILITY

1. 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 articles 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 in such event, the remainder of this Agreement shall continue to be binding upon the parties hereto.

### ARTICLE 31 – EFFECT OF AGREEMENT

1. This instrument constitutes the entire Agreement of The Town and Union arrived at as a result of collective bargaining negotiations, except such amendments hereto as shall have been reduced in writing and signed by the parties.

2. The parties acknowledge that during the negotiation which resulted in this Agreement, each had the unlimited right and opportunity to make demands 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 waives the right, and each agrees the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered by this Agreement, or with respect to any subject or matter not specifically covered in this Agreement, even though such subjects or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated this signed Agreement.

#### **ARTICLE 32 – CRUISER TOWN VEHICLE WASHING AND MAINTENANCE**

1. Department personnel will not be required to wash, clean or vacuum cruisers, except under emergency conditions, specified by the Chief but may volunteer to wash, clean or vacuum them. The maintenance and routine cleaning, washing, vacuuming of cruisers and Town Government Vehicles (excluding Highway Department) shall be the responsibility of the maintenance officer (Sergeant/Technician).
2. The maintenance officer shall receive five dollars (\$5) per week in addition to his/her regular rate of pay as provided in ARTICLE 14 – SALARIES.

#### **ARTICLE 33 – TRAVEL TIME TO COURT**

1. The Town will not pay any travel time for appearance in the Derry District Court.
2. The Town will only pay travel time for court appearances which are a result of the employee's action as a Town of Londonderry Police Officer. This would include all outside details sponsored by, and approved by the Chief of Police.
3. The Town agrees to pay 45 minutes travel time for court appearances in Rockingham County Superior Court and 45 minutes travel time back from Rockingham County Superior Court providing that the time spent in court including travel time exceeds 3 hours. If the total time is less than 3 hours, the court appearances shall be paid as outlined in ARTICLE 12, paragraph 4.
4. The Town of Londonderry will pay travel time from the Police Station to any other court (excluding Derry District Court and Rockingham County Superior Court) and back to the station providing that time spent in court including travel time exceeds 3 hours. If the total time spent is less than 3 hours the court appearance shall be paid as outlined in ARTICLE 12, paragraph 4. Such amount of time to be determined on an as needed basis.



### ARTICLE 34 – DURATION OF AGREEMENT

This Agreement shall be in full force and effect commencing July 1, 2014 and shall expire at midnight, June 30, 2015.

### ARTICLE 35 – RE-NEGOTIATION

No article, nor any provision of any article of the Agreement shall be subject to negotiation during the term of this Agreement without consent of the Town and the Union. In the event that one party refuses to consent to negotiate on any article or provision of any article of the Agreement during the term of this Agreement, the other party shall take no action whatsoever against the refusing party. All wage and benefit provisions of this Agreement are the exclusive and complete statement of such items for the term of this Agreement.

### ARTICLE 36 – ACCEPTANCE

Any article other than ARTICLE 14 in this Agreement may be opened to negotiations upon mutual agreement between representatives of the unit and management.

If the Town Council fails to act with respect to this Agreement within fifteen (15) days subsequent to the tentative agreement of the negotiating parties, the Union has the right to request resumption of negotiations.

*AFSCME Local 3657*

Adam Dyer, Chief Steward

*Town of Londonderry*

Kevin Smith, Londonderry Town Manager



**APPENDIX A**

**VACATION REQUEST POSTING NOTICE FORM**

Seniority #:	Out of Seniority Total#:
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Date(s) Requested:
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DATE POSTED: \_\_\_\_\_ DATE DENIED: \_\_\_\_\_

REASON DENIED: \_\_\_\_\_

DATE APPROVED: \_\_\_\_\_ DATE CANCELED: \_\_\_\_\_

**\*\* NOTE \*\***

**ALL VACATION REQUESTS ARE POSTED FOR 30 DAYS. DURING THE 30 DAYS THE REQUEST IS POSTED A SENIOR MEMBER MAY BUMP A LESS SENIOR MEMBER (EXCEPT AS NOTED BELOW). ONCE THE 30 DAY POSTING PERIOD IS COMPLETED, IF NO BUMP HAS TAKEN PLACE, THEN THE VACATION REQUEST IS GRANTED AND NO SENIOR MEMBER CAN AT A LATER DATE BUMP A LESS SENIOR MEMBER FROM THIS VACATION TIME PERIOD.**

**\*\* EXCEPTION \*\***

**IN NO CASE WILL A SENIOR MEMBER BE ALLOWED TO BUMP A LESS SENIOR MEMBER FROM A PARTIAL NUMBER OF DAYS IF THE LESS SENIOR MEMBER HAS REQUESTED THOSE SAME DAYS AS PART OF A FULL WEEK OR MULTIPLE WEEK BLOCK.**





**APPENDIX B**

**Employees on roll as of July 1, 2010**

ANNUAL				Start	1 Year	2 Years	3 Years	4 Years	Master 4%
Telecommunications Operator & Records Clerk		07/01/14	\$43,247.24	\$45,505.10	\$47,880.74	\$51,852.58	\$53,926.68		\$25.93
			\$20.79	\$21.88	\$23.02	\$24.93			
Telecommunications Supervisor & Records Supervisor		07/01/14	\$51,418.75	\$54,104.84	\$56,931.94	\$61,629.67	\$64,094.86		\$30.81
			\$24.72	\$26.01	\$27.37	\$29.63			
Patrol Officers		07/01/14	\$49,942.50	\$60,083.24	\$63,087.00	\$66,248.72			
			\$24.01	\$28.89	\$30.33	\$31.85			
Detective, Juvenile Officer, Prosecutor		07/01/14	\$61,778.42	\$65,690.79	\$68,974.54	\$72,424.25			
			\$29.70	\$31.58	\$33.16	\$34.82			
Sgts, T. Sgt, Inv. I		07/01/14	\$67,385.74	\$70,738.95	\$74,265.09	\$78,535.82			
			\$32.40	\$34.01	\$35.70	\$37.76			
<b>HOURLY</b>									
Animal & Asst. Animal Control Officer		07/01/14	\$18.33	\$19.94	\$21.12	\$24.42	\$26.06	\$27.10	
Master Patrolman 2%	\$67,573.69								
	\$32.49								
Patrolman Ten (10) years only 3%	\$68,236.18								
	\$32.81								
Master Patrolman (10) years 4.0%	\$68,898.67								
	\$33.12								





**APPENDIX C**

**Employees hired on or after July 1, 2010**

& Records Clerk			\$20.79	\$21.31	\$21.84	\$22.39	\$22.95	\$23.52	\$24.11	\$24.93		\$25.93
Telecommunications Supervisor	07/01/14		\$51,415.75	\$52,704.22	\$54,021.83	\$55,372.37	\$56,756.69	\$58,175.61	\$59,630.00	\$61,629.67		\$64,094.86
& Records Supervisor			\$24.72	\$25.34	\$25.97	\$26.62	\$27.29	\$27.97	\$28.67	\$29.63		\$30.81
Patrol Officers	07/01/14		\$49,942.50	\$60,083.24	\$61,585.31	\$63,124.95	\$64,703.07	\$66,248.72				
			\$24.01	\$28.89	\$29.61	\$30.35	\$31.11	\$31.85				
Detective, Juvenile Officer,	07/01/14		\$61,778.42	\$63,322.88	\$64,905.95	\$66,528.59	\$68,191.82	\$69,896.60	\$71,644.03	\$72,424.25		
Prosecutor			\$29.70	\$30.44	\$31.20	\$31.98	\$32.78	\$33.60	\$34.44	\$34.82		
Sgts, T. Sgt, Inv. I	07/01/14		\$67,385.74	\$69,070.38	\$70,797.15	\$72,567.07	\$74,381.24	\$76,240.78	\$78,535.82			
			\$32.40	\$33.21	\$34.04	\$34.89	\$35.76	\$36.65	\$37.76			
<b>HOURLY</b>												
			Start	1 Year	2 Years	3 Years	4 Years	5 Years	6 Years	7 Years		
Animal and Asst. Animal	07/01/14		\$18.33	\$18.80	\$19.27	\$19.76	\$20.25	\$20.76	\$21.27	\$21.81		
Control Officer												
			8 Years	9 Years	10 Years	11 Years	12 Years	13 Years	14 Years		Master	
	07/01/14		\$22.35	\$22.92	\$23.48	\$24.08	\$24.69	\$25.28	\$26.06		\$27.10	
Master Patrolman 2%		67,573.69										
		\$32.49										
Patrolman Ten (10) years only 3%		\$68,236.18										
		\$32.81										
Master Patrolman with Ten (10) years 4.0%		\$68,898.67										
		\$33.12										