

**AGREEMENT**  
**BETWEEN**  
**THE TOWN OF SANDOWN**  
**AND**  
**TEAMSTERS LOCAL NO. 633 OF NH**

**2012-2015**

The Sandown Board of Selectmen (hereinafter referred to as the "Town") and Teamsters Local No. 633 of New Hampshire (hereinafter referred to as the "Union") agree as follows:



49 Town will send the amount so deducted once a month by the 20<sup>th</sup> of the month in which the deduction(s)  
50 were made to the Secretary-Treasurer, Teamsters Local No. 633 of NH, P.O. Box 870, Manchester, NH  
51 03105.

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53 The Union shall indemnify and hold harmless, the Town, should any dispute arise between the Union and  
54 the Town as a result of the administration of this Article.

55  
56 **Section 4**

57 The Town will provide space for the Union to install a bulletin board for the purpose of posting Union  
58 notices and information. The content of such notices and information shall not be derogatory or  
59 inflammatory. All postings shall be initialed and dated by the Union President or Chief Steward. The  
60 Chief of Police may require that materials be removed if they are not relevant to the Town or legitimate  
61 Union activities. No person other than the Union Business Agent, Chief Steward, or his/her designate may  
62 remove postings from the bulletin board.

63  
64 **Section 5**

65 The Town shall offer employees the option of being paid through direct deposit as soon as the Board of  
66 Selectmen determines that it is practicable to do so

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68 **ARTICLE 3 - MANAGEMENT RIGHTS**

69  
70 **Section 1**

71 Except to the extent there is contained in this Agreement an express and specific provision to the contrary,  
72 or to the extent the issue has been determined by decisional law, all of the authority, power, rights,  
73 jurisdiction, and responsibility of the Town and the Police Department are retained and reserved  
74 exclusively to the Town and the Chief of Police, including but not limited to:

- 75  
76
- the right to manage the affairs of the Town and the department and to maintain and improve  
77 the efficiency of its operations;
  - to determine methods, means, process and personnel by which operations are to be  
78 conducted;
  - to determine the size and direct the activities of the Police Department;
  - to determine the schedule and hours of duty consistent with this Agreement and the  
82 assignment of employees to work;
  - to establish new job classifications and job duties and functions, and thus to require from  
84 each employee the efficient utilization of his services;
  - unless otherwise conditioned by this Agreement, to hire, promote, assign, transfer, retain,  
86 layoff and recall employees;
  - for just cause and reason, to discipline, suspend, demote or discharge employees;
  - to promulgate and support reasonable rules and regulations pertaining to the operations in  
88 accordance with the provisions of RSA 273:A:1:X1.
- 89  
90

91 **Section 2**

92 Nothing in this Agreement shall be construed to limit the right of the Chief of Police or other administrative  
93 personnel to command the Police Department as their judgment directs them in any and all emergency  
94 situations as they deem to be appropriate.

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97 **ARTICLE 4 - CONSULTATION**

98  
99 **Section 1**

100 Representatives of the Union may meet with the Chief of Police or his designate once a quarter to discuss  
101 matters of mutual concern, at a mutually agreed time and place, including those matters necessary to the  
102 implementation of this Agreement. A written agenda shall be exchanged between the Union and Chief of  
103 Police no less than five (5) days before the scheduled date of the meeting. At the discretion of the parties,  
104 additional matters for discussion may be placed on the agenda. Nothing contained herein shall prevent the  
105 Chief of Police or his designate and the Union from meeting on a less frequent basis by mutual agreement.  
106

107 **Section 2**

108 Nothing contained herein shall prevent the Union from consulting with the Chief of Police or designate at  
109 any time, if matters of mutual urgency arise.  
110

111 **ARTICLE 5 - GRIEVANCE PROCEDURE**

112  
113 **Section 1**

114 **Definition:** A grievance is defined as the alleged breach of a specific provision in this Agreement.  
115

116 **Note:** An employee who has a complaint must take up the complaint with Chief of Police in writing  
117 before he/she can process the complaint as a formal grievance. The Chief of Police shall give his/her  
118 written answer within ten (10) business days. It is anticipated that nearly all complaints can be resolved  
119 informally without grievance.  
120

121 Each grievance must be submitted in writing by the Union and must contain a statement of the facts  
122 surrounding the grievance, the provision(s) of this agreement allegedly violated, the relief requested and the  
123 extent to which the grievant has sought an informal adjustment of the grievance.  
124

125 **Section 2: Procedure**

126 **Step One** – An employee and/or Union representative desiring to process a grievance must file a written  
127 statement of the grievance to the Chief of Police no later than ten (10) business days after the employee  
128 knew or reasonably should have known the facts on which the grievance is based, and in no case more than  
129 ninety (90) days from the occurrence of the act. The Chief of Police shall meet with the employee within  
130 ten (10) business days following receipt of the notice and shall give a written decision within ten (10)  
131 business days thereafter.  
132

133 **Step Two** – If the employee is not satisfied with the decision of the Chief of Police, the employee may file,  
134 within five (5) business days following the Chief of Police's decision, a written appeal with the Board of  
135 Selectman setting forth the specific reasons why he/she disagrees with the decision. Within twelve (12)  
136 business days following receipt of the appeal, the Board of Selectmen shall either issue a written decision  
137 or schedule a Hearing. Said Hearing shall be held no later than twenty (20) business days following receipt  
138 of the appeal and a written decision shall be rendered within ten (10) business days thereafter.  
139

140 **Step Three** – If the employee is not satisfied with the decision of the Town, the Union may file, within ten  
141 (10) business days following the receipt of the decision of the Town, a request for arbitration to the  
142 American Arbitration Association under its rules and regulations. The decision of the arbitrator shall be  
143 advisory only. The arbitrator's decision will be submitted to the Board of Selectmen who, after review, will  
144 render a final and binding decision.

145  
146 **Section 3**  
147 The cost of arbitration shall be borne equally by the Town and the Union.

148  
149 Except for grievances involving suspensions or terminations, the losing party shall pay the cost of  
150 arbitration.

151  
152 **Section 4**  
153 The foregoing time limitations may be extended by mutual agreement of the parties.

154  
155 **Section 5**  
156 The grievant has the right to be represented at any step of the grievance procedure, as outlined in Section 2  
157 of this Article, by a representative of the Union, either a Steward or the Teamster's Business Agent.

158  
159 **Section 6**  
160 Individuals called as witnesses shall be compensated by the party initiating the request for such service.  
161 Compensation will be at their base hourly rate; such compensation will not count towards overtime pay.

162  
163 **Section 7**  
164 Failure of the grievant to abide by the time limits set out in this article shall result in the grievance being  
165 deemed settled based on the last decision made by the appropriate hearing officer on behalf of the Town.  
166 Failure of the Town or its representatives to provide a decision at any step of the procedure shall result in  
167 the grievance automatically progressing to the next step of the procedure.

168  
169 **Section 8**  
170 A. No employee covered by this Agreement shall engage in, induce or encourage any strike, work  
171 stoppage, sick-in, sick-out, or slowdown or any job action or activity which interferes with the  
172 normal operation of the Town or the withholding of services to the Town.  
173 B. The Union agrees that neither it, nor any of its officers or agents, national or local, will call,  
174 institute, authorize, participate in, sanction or ratify any activity referred to in the paragraph A  
175 above.  
176 C. In the event of a work stoppage, picketing or any other curtailment by the Union or the employees  
177 covered hereunder, the Union, by its officers and agents, shall immediately declare such work  
178 stoppage, picketing or other curtailment to be illegal and unauthorized in writing to the employees,  
179 and order said employees in writing to stop the said conduct and return to work. Copies of such  
180 written notices shall be immediately furnished to the Town. The Union shall do everything in its  
181 power to obtain the return to work from said employees.  
182 D. In the event of any activity referred to in paragraph A above, any employee(s) participating in it  
183 shall be subjected to disciplinary action, up to and including immediate dismissal.  
184 E. The Town agrees that it shall not engage in a lockout.

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186 **ARTICLE 6 - TEMPORARY LEAVE OF ABSENCE**

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188 **Section 1 – Negotiations/Released Time**  
189 Leave from duty with hourly base rate pay shall be granted to members of the Union's Negotiating  
190 Committee, who attend meetings between the Town and the Union for the purpose of negotiating the terms  
191 of an Agreement while on duty.

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**Section 2 – Grievance Hearings**

Leave from duty with hourly base rate pay shall be granted to an Officer who files a grievance under Article 5 (Grievance Procedure) for the purpose of attending any Hearing relating to the officer’s grievance provided the Hearing takes place while on duty.

**Section 3 – Bereavement Leave**

Special leave of up to three (3) consecutive days shall be granted to a full time or regular part time employee, paid at the base hourly rate, in the event of the death of his/her:

- |  |                         |
|--|-------------------------|
| Spouse   | Sister or step-sister   |
| Father   | Brother or step-brother |
| Mother   | Child or step-child     |
| Step-parent  | Father-in-law           |
| Grandmother  | Mother-in-law           |
| Grandfather  | Grandchild              |
| Blood relative or ward domiciled in the employee’s household |                         |

Under extenuating circumstances, two (2) additional consecutive days without pay may be granted at the discretion of the Chief of Police.

Special leave of one (1) working day with pay, for the purpose of attending the funeral, shall be granted an employee in the event of death of his/her sister-in-law, brother-in-law, aunt or uncle.

**Section 4 – Maternity Leave**

An employee’s disability due to pregnancy or childbirth is considered in the same manner as any other disabling condition.

**Section 5 – Military Leave**

To foster and encourage service in the United States Military Reserve and the National Guard, the Town will pay any full-time employee who is a member of the United States Military Reserve and the National Guard, the difference between his or her military pay and the employee’s regular weekly straight time pay when on normal annual training sessions for a maximum of two weeks per year. Payment of above stated differentials shall not apply to regular monthly meetings or when the employee enters full-time active duty.

**Section 6 – Family and Medical Leave Act**

Family and medical leave shall be administered in accordance with the Town’s FMLA policy.

**ARTICLE 7 - PROBATIONARY EMPLOYEES**

**Section 1**

The period following the initial appointment of any employee to a position of permanent status is considered the employee’s probationary period. The employee’s performance will be evaluated by the Chief of Police or the Chief of Police’s designate at the mid-term of such period and *sixty (60) days* from the end of the period. Based upon the evaluations, the Chief will recommend retention or dismissal of the employee to the Board of Selectmen. The dismissal of an employee during the probationary period is not subject to the grievance procedure.

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**Section 2**

The length of the probationary period shall be as follows:

- A. Full Time Patrol: 1 Year from date of hire and completion of certification. All new full-time officers must attend the first available PSTC academy class after date of hire unless already certified.
- B. Part Time Patrol:
  - i. A one (1) year period from date of hire, consisting of 1300 paid hours worked per year which includes all shifts, detail assignments and schools  
OR  
An eighteen month period from date of hire, AND
  - ii. Completion of required certifications.

**Section 3**

A probationary employee may be discharged from duty at any time the probationary period if the Chief of Police so recommends to the Board of Selectmen and the Board of Selectmen concurs with that recommendation.

**Section 4**

Employees promoted to a position of a higher rank or a position occupying a higher salary range will serve a probationary period identical to those specified in Section 2 of this Article. However, such employees will be provided with such rights (relative to seniority and "bumping") as are outlined in Article 8: Promotions and Transfers of this Agreement.

**ARTICLE 8 - PROMOTIONS AND TRANSFERS**

**Section 1**

Employees promoted to a higher rank or a position occupying a salary range which is higher will, if they fail to satisfactorily complete the probationary period, be returned to their original rank or classification. All seniority which existed at the time of the promotion will be restored and will be available for purposes of "bumping" less senior employees in the original rank or classification.

**Section 2**

Any employee promoted will be permitted to voluntarily return to his/her original rank or classification within thirty (30) day period following the promotion. Seniority in the original rank/classification will be restored and may be used as a "bumping right" in such instances.

**Section 3**

The Town agrees to maintain its current practice in the promotions to the position of Corporal or Sergeant provided, however, that no employee shall be so promoted who does not receive a passing grade on the promotional exam.

**Section 4**

Promotions within the bargaining unit shall be made from the top qualifying employee within the department. 'Qualifying' employees for promotion to corporal shall be those with at least three years of experience as a patrolman who score at least 70% on a written examination and successfully complete an oral board with the Chief of Police. 'Qualifying' employees for promotion to sergeant shall be those with

289 at least five years as a patrolman and/or corporal who score at least 70% on a written examination and  
290 successfully complete an oral board with the Chief of Police.

291

292 **Section 5**

293 An employee, when promoted, will be granted the step on the new range which equals or most nearly  
294 exceeds a five percent (5%) increase in pay. A promotion is defined as the selection and appointment of a  
295 full-time employee to a rank/classification bearing a higher starting wage than his/her current  
296 rank/classification.

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**ARTICLE 9 - TEMPORARY SERVICE OUT OF RANK**

300 **Section 1**

301 Members of the Department covered by this Agreement who are temporarily assigned by the Chief or his  
302 designee to assume the duties and responsibilities of a higher rank, or additional job responsibilities,  
303 including but not limited to certified field training officer, for a full shift plus a consecutive partial shift(s)  
304 shall be entitled to compensation of five percent (5%) higher than the employee's current rate of pay.

305

306 **Section 2**

307 There shall be no reduction in salary for employees temporarily assigned to a lower rank.

308

309 **Section 3**

310 Members of the Police Department who are assigned such higher rank as described in Section 1 above,  
311 shall remain a member of the bargaining unit at the time of his assignment to higher rank as long as his  
312 service at higher rank remains temporary.

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**ARTICLE 10 - HOURS OF WORK**

316 This article is intended to define the normal hours per day or per week during the term of this agreement.  
317 Nothing contained herein shall be construed as preventing the Town from restructuring the normal work  
318 day or work week for the purposes of promoting the efficiency of municipal government, from establishing  
319 the work schedules of employees, or of establishing part-time positions.

320

321 **Section 1 - Work Schedule**

322 The work schedules shall be assigned as follows:

323

- 324 A. The Chief of Police or his designee will determine which shifts will be included in each shift  
325 grouping (e.g., the Chief might decide that Shift Grouping A consists of Sundays 0800-1600,  
326 Mondays 0001-1200, Tuesdays 0001-1200, and Wednesdays 1600-0001).
- 327 B. Subject to Article 10(1)(D), full time corporals and full time patrolmen will bid for shift groupings  
328 in order of seniority every three months beginning January 1, 2005. However, no full time corporal  
329 or full time patrolman may bid for the same shift grouping for more than two quarters per calendar  
330 year.
- 331 C. Seniority for purposes of Article 10(1) shall mean the following. For an employee hired on or after  
332 July 1, 2004, seniority shall be calculated from the date that the employee was employed as a full  
333 time officer by the Town of Sandown. For an employee hired before July 1, 2004, seniority shall be  
334 calculated from the date that the employee both was employed as a full time officer by the Town of  
335 Sandown and was certified as a full time officer by the State of New Hampshire.

336 D. The Department's scheduling will be left up to the Chief of Police. The Chief will determine who  
337 will be scheduled to what shift as he deems to best fit the Department's needs. If there is any reason  
338 or need to change scheduling methods (e.g., to change shift groupings), the Chief has the power to  
339 schedule whichever way he deems necessary. In cases of emergency circumstances, the Chief can  
340 order an officer in or have him held over until the shift is filled. Furthermore, an officer must have  
341 at least 10 days prior notice before having an individual scheduling change made by the Chief. A  
342 10-day prior notice is not necessary if all officers involved are in agreement on the schedule change.  
343

## 344 ARTICLE 11 - OVERTIME

### 345 Section 1

346 Police Officers shall be entitled to be paid at the rate of one and one-half times their respective regular  
347 hourly rates for hours worked in excess of forty (40) in a work week.. An employee shall receive approval  
348 from his/her supervisor prior to working overtime on the employee's scheduled shift. In the event an  
349 employee is actively engaged in a traffic stop, or in the process of a police operation, such notification shall  
350 be made as soon as it is safe to do so.  
351

### 352 Section 2

353 Hours not actually worked and hours spent on outside or private details shall not be included for the  
354 purpose of computing overtime compensation.  
355

### 356 Section 3

357 No employee shall be relieved of duty during the regular shift hours in his/her basic workweek in order to  
358 compensate or offset overtime hours worked or anticipated unless he/she agrees to be so relieved.  
359

### 360 Section 4 - Callbacks

361 Any employee covered by this Agreement who has been called back to work during his/her off-duty time  
362 after being dismissed shall be guaranteed a minimum of four (4) hours pay, except where an employee has  
363 been called back because he/she has not fulfilled all required duties. The Town may likewise not relieve an  
364 employee from normal duty to offset the receipt of call back pay. The employee shall be allowed to leave  
365 immediately upon completion of the work which he was originally called to perform.  
366

367 Any employee called back from an approved vacation under emergency situations, as determined by the  
368 department head or designate, shall be eligible to have their portion of vacation time that was cut short used  
369 in computing the eligibility for overtime.  
370

### 371 Section 5 – Filling of Shifts

- 372
- 373 a. The Chief of Police or his designate will refer to the Detail and Scheduling Worksheet  
374 for full-time officers. The Chief of Police shall be listed first in the detail and scheduling  
375 worksheet for full-time officers.
  - 376 b. The scheduling officer will start at the top of the full time list, contacting those on the  
377 list, until the shift is accepted. When the shift is filled, the list will designate the next  
378 officer to be called for the next overtime shift. The Chief of Police or his designee  
379 records, on the list, that the officers (A) accepted the shift, (R) refused the shift, or (N/A)  
380 were not available.
  - 381 c. If no full-time officer accepts the shift, the scheduling officer will refer to the Detail and  
382 Scheduling Worksheet for part-time officers, and proceed in the same manner as detailed  
383 in b) above.

- 384 d. If the shift cannot be filled as detailed in either Section b) or Section c), it may be  
 385 necessary to request an officer currently working to remain on duty and/or request an  
 386 officer from an upcoming shift to report early.
- 387 e. All part-time officers shall be listed on the scheduling worksheet for part-time officers.  
 388 If a shift normally filled by a part-time officer needs to be filled, the scheduling officer  
 389 will start at the top of the part-time list, contacting those on the list, until the shift is  
 390 accepted. When the shift is filled, the list will designate the next officer to be called for  
 391 the next shift. The Chief of Police or his designee records, on the list, that the officers  
 392 (A) accepted the shift, (R) refused the shift, or (N/A) when not available. If no part-time  
 393 officer accepts the shift, the scheduling officer will refer to the detail and scheduling  
 394 worksheet for full-time officers and proceed in the same manner as detailed in this  
 395 paragraph. If the shift cannot be filled as detailed in this paragraph, it may be necessary  
 396 to request an officer currently working to remain on duty and/or request an officer from  
 397 an upcoming shift to report early.
- 398 f. This section shall not prevent shift swaps.
- 399 g. Notwithstanding the foregoing, no officer shall work more than 12 hours consecutively,  
 400 except in an emergency as determined by the Chief of Police.

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 402 **ARTICLE 12 - COURT AND HEARING APPEARANCE**  
 403

404 **Section 1**

405 Any full time or part-time employee covered by this Agreement, required by the Department to testify in  
 406 Court or Hearing during off-duty hours, shall be entitled to premium pay for a minimum of four (4) hours.  
 407 Part-time employees shall be paid premium pay for one and one half times his/her regular hourly rate, paid  
 408 either by the Court or by the Town or in combination, regardless of whether they work in excess of 40  
 409 hours in one week. Full time employees will be paid at their regular rate for those hours actually worked  
 410 which are equal to or less than 40 per week, and will be paid overtime for those hours actually worked in  
 411 excess of 40 per week, but will not be paid premium pay. Only the employee's actual hours worked shall  
 412 be included in calculating overtime.

413  
 414 **Section 2**

415 Any fee received by the officer directly or indirectly from the Court or administrative agency conducting  
 416 the hearing will be submitted to the Town, as is current practice.

417  
 418 **ARTICLE 13 - HOLIDAYS**  
 419

420 **Section 1**

- 421 A. The following days shall be considered holidays for all employees. Full time employees  
 422 shall receive a normal day's pay. For full-time employees who work on any listed Holiday,  
 423 double time and a half shall be paid for all hours worked:

424	New Year's Day	Independence Day	Veteran's Day
425	Civil Rights Day	Labor Day	President's Day
426	Columbus Day	Christmas Day	Thanksgiving
427	Memorial Day	Day after Thanksgiving	

- 428  
 429 B. All part-time employees are to be paid time and one-half for all hours worked on the above  
 430 named holidays.  
 431

432 **ARTICLE 14 - VACATION**

433  
434 **Section 1**

435 Except for those employees who are discharged, dismissed following an absence without leave or otherwise  
436 terminated for just cause, the Town shall grant vacation to its employees. Employees covered by this  
437 agreement shall be entitled to accumulate annual vacation time in accordance with the following schedule:

- 438 • The first two years of employment
- |   |          |
|---|----------|
| 439 After six months to twelve months of continuous service   | 40 hours |
| 440 Twelve to 18 months of continuous service                 | 80 hours |
| 441 Eighteen to 24 <sup>th</sup> months of continuous service | 80 hours |
- 442
- 443 • Thereafter
- |  |           |
|--|-----------|
| 444 On start of the 25 <sup>th</sup> month to the 48 <sup>th</sup> month of continuous service | 80 hours  |
| 445 On start of 49 <sup>th</sup> month to the 96 <sup>th</sup> months of continuous service    | 120 hours |
| 446 On start of 97 <sup>th</sup> month to the 132 <sup>nd</sup> months of continuous service   | 160 hours |
| 447 Thereafter, starting with the 133 <sup>rd</sup> month of continuous service                | 200 hours |
- 448

449 Employees shall not accrue vacation leave for any pay period during which they are on layoff or other  
450 leave of absence without pay. The vacation year for each full-time employee shall be the 12-month period  
451 following the anniversary date of employment of the employee. Vacations accrued in accordance with the  
452 above schedule shall be taken in the vacation year following accrual.

453  
454 Regular part-time employees shall be eligible for vacation on a pro rata basis based on hours worked.

455  
456 Annual leave is provided for the purpose of rest and recuperation with a view to future service in the best  
457 interest of the Town and as such, all employees must take a minimum of one week's vacation annually.  
458 There is a 10-day, non-cumulative cap on the amount of accumulated vacation time an employee may carry  
459 over from year to year.

460  
461 **Section 2**

462 The department head will determine the annual vacation schedule, taking into consideration the best  
463 interests of the Town, the particular needs within the department, and the individual employee.

464  
465 Vacation schedules will be the responsibility of the department head and final request/approval of vacations  
466 should be completed by April 1<sup>st</sup> of each year.

467  
468 During the first quarter of each year, a period of not less than 30 days will be established by the Town  
469 whereby employees may make application in writing for vacation time off, indicating 1<sup>st</sup>, 2<sup>nd</sup>, and 3<sup>rd</sup>  
470 choices. In the event more employees apply for time off than can be spared from the job at a given time,  
471 Town seniority will be the basis for resolving priority for time off. Each employee will be given a written  
472 disposition of his/her request. Approved vacation time off will not thereafter be cancelled or changed  
473 without the mutual consent of the Town and the employee.

474  
475 An employee who desires his/her annual vacation pay before going on annual vacation must notify his/her  
476 department head at least 10 days in advance of his/her last working day.

477

478 If any employee terminates his/her service with the Town, or takes an extended leave of absence, he/she  
479 will receive full pay for all accumulated vacation that he/she has not taken. All unused vacation time shall  
480 be paid at the employees' regular straight-time base rate of pay when the employee terminates his/her  
481 employment. Vacation time on the books, if an employee dies while working for the Town, will be paid to  
482 his/her estate.  
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## 485 ARTICLE 15 - INJURY AND SICK LEAVE

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### 487 Section 1 - Worker's Compensation

488 Employees who are injured while performing their official duties for the Town of Sandown are eligible for  
489 the following Worker's Compensation benefits:

- 490 A. From the date of injury through week 52 of disability, the employee shall receive no less than 75%  
491 of his/her gross pay. Gross pay shall be calculated in accordance with RSA 281-A:15 and the New  
492 Hampshire Department of Labor formula as written in 1990.
- 493 B. For those weeks that the employee receives a Worker's Compensation check and that check is  
494 greater than 75% of gross pay, the employee shall keep the entire check and the Town shall issue  
495 no check to the employee.
- 496 C. For those weeks that the employee receives no Worker's Compensation check or the Worker's  
497 Compensation check is less than 75% of gross pay, the Town will issue a separate check for the  
498 difference between whatever is received and 75% of gross pay, making deductions for taxes,  
499 retirement, FICA, and voluntary deductions approved by the employee.
- 500 D. For any week that the employee receives a Town check and receives a Workers' Compensation  
501 check which, in combination with the Town check, exceeds 75% of gross pay, the employee shall  
502 repay to the Town all amounts in excess of the amount to which the employee is entitled under  
503 Article 15 (1) (B) and (C). If an employee fails to repay the Town, the Town shall have no further  
504 obligation to pay the employee hereunder, and the Town may deduct such repayments from the  
505 employee's pay.
- 506 E. Prior to receiving any payments from the Town under Article 15 (1), the employee shall sign an  
507 agreement to repay the Town for any payments in excess of those to which the employee is entitled  
508 under Article 15 (1) (B) and (C). That agreement shall authorize the Town to deduct such  
509 repayments from the employee's pay.
- 510 F. A Worker's Compensation claim which results in lost time must be supported by a doctor's  
511 statement outlining the nature of disability and if possible the length of the disability. The Town,  
512 and/or its Worker's Compensation carrier, retains the right to request updated medical information  
513 during the disability.
- 514 G. Prior to returning to work, the employee shall provide a doctor's statement clearing the employee to  
515 return to his/her regular duties.
- 516 H. Employees who lose time to a work-related injury may not engage in any outside work of any kind.  
517 The Town may require the employee to perform temporary alternative duty or light duty while the  
518 employee is unable to return to his/her regular duties.  
519

### 520 Section 2 - Long-Term Disability

521 If the Town provides long-term disability to its employees, it shall be offered to union employees on the  
522 same basis. Whenever the Collective Bargaining ties a benefit to the Town personnel policy, the Town  
523 retains the right to unilaterally change the personnel plan without it being considered an unfair labor  
524 practice. The changes will be in effect for both bargaining and non-bargaining unit members.  
525

526 **Section 3 – Sick Time**

527 Six sick days per year and six earned days per year are authorized for full-time employees. After three (3)  
528 consecutive sick days, a physician’s note is required documenting the absence and permission to return to  
529 work. Up to 80 hours of sick time may be carried over to the next year.

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**ARTICLE 16 - HEALTH INSURANCE**

534

535 **Section 1**

- 536 1. The Town will make available a comprehensive insurance program covering Health, Dental,  
537 Vision, and Prescription Drug.
- 538 2. (a) Employees shall contribute to the cost of the premium for the health insurance plan offered  
539 by the Town (which includes vision and prescription drug coverage) as follows: Employees  
540 shall contribute 8% in 2012-13, 12% in 2013-14, and 15% in 2014-15.
- 541 (b) Employees will pay 100% of the premium for dental insurance.
- 542 (c) The Town will establish a Section 125 salary reduction account, in accordance with Internal  
543 Revenue Service regulations, to provide for pre-tax employee payments of their portion of the  
544 premium cost(s).

545

546 **Section 2**

547 The Town shall maintain all other insurance policies that currently provide coverage to the employees  
548 covered by this Agreement.

549

**ARTICLE 17 - LIABILITY INSURANCE**

550

551

552 The Town shall, to the extent possible, provide general and specific liability insurance to cover employees.

553

**ARTICLE 18 - UNIFORM ALLOWANCE**

554

555

556 **Section 1**

557 New full-time and part-time officers hired on or after March 14, 2005 will be equipped up to the standard  
558 established by the Chief of Police, as set forth below in Table 2 and Table 3, at the time of hire, or as soon  
559 as practical thereafter. Should an employee require a replacement for any item listed on Table 2 or Table 3,  
560 the employee shall turn in the item to the Chief of Police who shall procure a replacement and provide the  
561 replacement item to the employee. The Town shall also reimburse employees for uniform cleaning and  
562 maintenance, up to \$400 annually for full-time employees, or up to \$134 annually for part-time employees.  
563 This amount will be prorated if the employee does not work a full year. To be reimbursed, the employee  
564 must turn in receipts for the cleaning or maintenance performed with his or her timesheet each week.

565

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567

**Table 2 – Uniform Initial Issue for Part-Time Officers**

Quantity	Item Description
1	Hat
1	Hat Badge
1	Hat Band
1	Bulletproof Vest with 1 Carrier &

	Soft Trauma Plate
2	Short Sleeve Shirts with Patches
2	Long Sleeve Shirts with Patches
1	Black Tie
1	Tie Clip
2	Shirt/Jacket Badges
2 Sets	"SPD" Collar Pins
2 Sets	Badge Number Collar Pins
2	Name Tags
2 Pair	Pants with ½" Royal Blue Stripe
1	Inner Belt
1	Leather Duty Belt Including *:
1	*Holster
1	*Magazine Pouch
1	*Handcuff Case
1	*Radio Holder
1	*Expandable Baton Holder with Expandable Baton
1	*Chemical Irritant Holder with Chemical Irritant Spray
1	*Flash Light Holder
1 Pair	*Handcuffs
1	*Duty Firearm with 3 Magazines
1	Rain Coat
1	Winter Coat
1	Black Military Sweater OR Spring Jacket
1 Pair	Black Boots
1 Pair	BDU pants
1	Long sleeve polo shirt
1	Short sleeve polo shirt

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**Table 3 – Uniform Initial Issue for Full-Time Officers**

Quantity	Item Description
All	Items in Table 2 above
3 Pair	Pants with ½" Royal Blue Stripe
3	Short Sleeve Shirts with Patches
3	Long Sleeve Shirts with Patches
2	Bulletproof Vest Carriers
2 Pair	BDU pants
2	Long sleeve polo shirts
2	Short sleeve polo shirts

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Part-time officers promoted to full-time status will receive the items in Table 3 upon their promotion. Officers promoted to higher ranks (e.g., Corporal, Sergeant, etc.) will be provided appropriate patches, gold pins, badges, and name tags by the Town.

**Section 2**

If any officer leaves the employ of the Sandown Police Department, all items issued pursuant to this Article shall be returned to the Department.

**Section 3**

The Town will provide bullet proof vests and maintain them in accordance with manufacturer's specifications

**ARTICLE 19 - PRIVATE DETAILS**

**Section 1**

Private details are those details which are not considered public employment, which are directly supported by local property tax dollars. Grant details are those details which are not considered public employment, which are directly supported by state or federal grants. All details will be paid a minimum of four (4) hours at the rate of \$34.00 per hour in the first year of the contract, \$35.00, in the second year of the contract and \$36.00 in the third year of the contract.

**Section 2**

Private details may be canceled with four (4) hours' notice to the Department by the entity scheduling the detail.

**Section 3 – Private Detail Assignment**

- a. The Chief of Police or his designee will call full-time and part-time officers on the Detail and Scheduling Worksheet beginning at the top of the worksheet and following it down. The Chief of Police shall be listed first in the Detail and Scheduling Worksheet for full-time and part-time officers.
- b. When the detail is filled, the list will be designated at the next officer to be called. The scheduling officer records on the list that the called officers (A) accepted the detail, (R) refused the detail, or (N/A) were not available.
- c. If no full-time officer accepts the detail, the designated officer will then refer to the Detail and Scheduling Worksheet for part-time officers, and proceed in the same manner as in b) above.
- d. Each time a new detail is available, the full-time officers will be called first, beginning with the next name on the list.

620 e. In the event that the scheduling officer is not on duty, the duty officer will be  
621 responsible for filling the detail in the same manner.  
622

623 **Section 4 – Grant Detail Assignment**

624 a. The Chief of Police or his designee will call full-time and part-time officers on the  
625 Detail and Scheduling Worksheet beginning at the top of the worksheet and following it  
626 down. The Chief of Police shall be listed first in the Detail and Scheduling Worksheet for  
627 full-time and part-time officers.  
628

629 b. When the detail is filled, the list will be designated at the next officer to be called.  
630 The scheduling officer records on the list that the called officers (A) accepted the detail, (R)  
631 refused the detail, or (N/A) were not available.  
632

633 c. Each time a new detail is available, full-time and part-time officers will be called,  
634 beginning with the next name on the list.  
635

636 d. In the event that the scheduling officer is not on duty, the duty officer will be  
637 responsible for filling the detail in the same manner.  
638

639 **Section 5**

640 Employees are prohibited from working details while being compensated for bereavement, maternity leave,  
641 sick leave or disability.  
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645 **ARTICLE 20 - SALARY SCHEDULE**  
646

647 **Section 1**

648 Employees working patrol between 1600 and 0000 hours shall be paid a shift differential of fifty cents  
649 (\$0.50) per hour for those hours. Employees working patrol between 0000 and 0800 hours shall receive a  
650 shift differential of one dollar (\$1.00) per hour for those hours.  
651

652 **Section 2**

653 Full-time employees who have completed the degree requirements for an Associate's Degree shall receive  
654 an additional fifty cents (\$.50) per hour. Full-time employees who have completed the degree requirements  
655 for a Bachelor's Degree shall receive an additional one dollar (\$1.00) per hour.  
656

657 **Section 3**

658 See attached Appendix A for salary schedule.  
659

660 **ARTICLE 21 - LIFE INSURANCE**  
661

662 **Section 1**

663 The Town shall provide to all full-time employees covered by this Agreement term life insurance at face  
664 value equal to Ten Thousand Dollars (\$10,000). Said insurance policy shall also provide that coverage  
665 paid for an employee's accidental death shall be double.  
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**Section 2**

The Town shall provide to all part-time police officers covered by this Agreement term life insurance at face value equal to Ten Thousand Dollars (\$10,000). Said insurance shall also provide that coverage paid for an employee's accidental death be double.

**ARTICLE 22 - JURY DUTY PAY**

When an employee is required to serve or required to appear at the court to serve on the jury for a federal, state, county or municipal court on his/her scheduled workday, he/she shall be paid the difference between their regular straight time rate of pay and jury duty pay for each of such service. (i.e., regular straight time rate does not include shift differential, overtime, "acting" or temporary rate for service out of rank, or outside detail compensation).

**ARTICLE 23 - RETIREMENT**

The Town will enroll full-time employees in the New Hampshire Retirement System to the extent required by State law.

**ARTICLE 24 - SAFETY**

**Section 1**

The Town will establish and maintain a Workers' Compensation loss management committee as required by the New Hampshire Department of Labor. Unit members will be requested to participate in Committee activities.

**Section 2**

The parties mutually agree to participate in a joint labor-management committee for the purpose of establishing a random drug testing program for police officers. The committee shall provide recommendations as a result of testing to the Board of Selectmen no later than December 31<sup>st</sup> of each year.

**ARTICLE 25 - HARASSMENT FOR AGE, RACE, RELIGION, GENDER, ETC.**

**Section 1**

All employees should enjoy a working environment free from all forms of unlawful discrimination, including unlawful harassment for age, race, religion, gender, etc. All unlawful harassment shall be treated as an act of misconduct and will not be tolerated under any circumstances. Any action against the Town alleging discrimination or harassment may be brought in the appropriate administrative or legal forum, or grieved as a breach of this Agreement in accordance with Article 5, but not both.

**Definition of Unlawful Sexual Harassment:** Unlawful sexual harassment may be defined as: Any repeated or deliberate unwelcome sexual advances, requests for sexual favors, and other verbal or physical conducts of a sexual nature constitutes unlawful sexual harassment when:

1. Submission to such conduct is made either implicitly or explicitly a term or condition of employment;
2. Submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting such individual; or

715 3. Such conduct has the purpose or effect of unreasonably interfering with an individual's work  
716 performance or creates an intimidating, hostile, or offensive work environment. Unlawful sexual  
717 harassment is not limited to requests for sexual favors in return for job benefits. Unlawful sexual  
718 harassment may take the form of verbal abuse, leering, salacious gestures, inappropriate language,  
719 jokes of a sexual nature, or any undesired touching or patting.  
720

721 **Section 2**

722 Any allegation of unlawful sexual harassment requires a determination of the facts in each case, and further  
723 recognizes that any such investigation should be conducted in a confidential manner until the allegation is  
724 properly reviewed. The following procedures shall be adhered to in all circumstances when an employee  
725 feels that he/she is the victim of unlawful sexual harassment:  
726

- 727 A. Any employee who believes that he/she has been unlawfully sexually harassed shall report the  
728 incident to their immediate Supervisor. An employee also has the option of reporting an incident to  
729 the Board of Selectmen.
- 730 B. The Board of Selectmen shall conduct, or cause to be conducted, an investigation of the complaint  
731 and report the findings within thirty (30) days.
- 732 C. The Board of Selectmen shall notify the reporting employee of the findings of the investigation and  
733 of the corrective action, if any, to be taken by the Town with regard to the offending employee.
- 734 D. Any corrective or disciplinary action taken shall be consistent with the Agreement.
- 735 E. In no case, shall an employee reporting an incident of unlawful sexual harassment be subject to  
736 adverse employment action unless it is determined through the investigation that the allegation was  
737 not based upon fact and that the employee made the allegation with malicious intent or knowing it  
738 was false.
- 739 F. In all cases, aggrieved employees have the right to report any complaint to the State of New  
740 Hampshire, Commission for Human Rights, Concord, New Hampshire, 03301.  
741

742 **ARTICLE 26 - REIMBURSEMENT FOR USE OF PRIVATE VEHICLE**

743  
744 **Section 1**

745 An employee who utilizes his/her private vehicle to conduct departmental business, subject to the approval  
746 of the Chief or his designate, shall be reimbursed at the prevailing IRS rate.  
747

748 **Section 2**

749 When an employee utilizes his/her private vehicle to conduct departmental business on a day that otherwise  
750 would have been the employee's day off, the employee shall be reimbursed for mileage either between the  
751 police station and the destination or between the employee's home and the destination, whichever distance  
752 is shorter.  
753

754 **ARTICLE 27 - EDUCATION ALLOWANCE AND REIMBURSEMENT**

755  
756 The Town shall reimburse employees all costs of tuition and books up to \$750 per employee per year for  
757 taking job-related courses or courses taken in conjunction with management or police science-related  
758 degree programs.  
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760 In order to qualify for reimbursement, the employee must secure prior approval from the Town, and must  
761 successfully complete the course with a grade of C or better. Approval to take a course shall not be  
762 unreasonably withheld.

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Payment will be made upon submission of verification of completion of course work. There will be no payment of salary for time spent taking college courses.

If the employee terminates his/her employment within one year after receiving academic reimbursement, he/she will reimburse the Town for the course(s) taken from one year prior to termination, to the date of said termination.

The Town shall not be required to expend more than \$7,500 in total in any given fiscal year for this program.

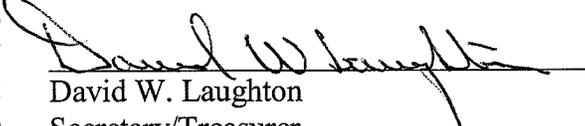
**ARTICLE 28- DURATION OF AGREEMENT**

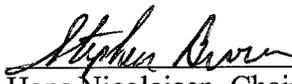
The terms of this Agreement shall be effective April 1, 2012 through March 31, 2015. .

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal this \_\_\_\_ day of \_\_\_\_\_,

TEAMSTERS LOCAL NO. 633

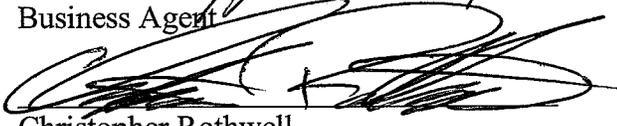
TOWN OF SANDOWN

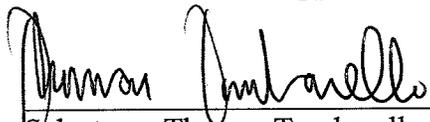
  
David W. Laughton  
Secretary/Treasurer

  
~~Hans Nicolaisen~~, Chairman *STEPHEN BROWN*  
Board of Selectmen

  
Rick Laughton  
Business Agent

  
Selectman Brenda Copp

  
Christopher Rothwell  
Steward

  
Selectman Thomas Tombarello

APPENDIX A - SANDOWN POLICE SALARY SCHEDULE

SALARY SCHEDULE 2012-2013

Step	Corporal			FT Patrol			PT Patrol
	No Degree	Assoc. Degree	Bach. Degree	No Degree	Assoc. Degree	Bach. Degree	
1	18.16	18.66	19.16	17.30	17.80	18.30	12.80
2	18.62	19.12	19.62	17.73	18.23	18.73	13.12
3	19.08	19.58	20.08	18.17	18.67	19.17	13.45
4	19.56	20.06	20.56	18.63	19.13	19.63	13.78
5	20.05	20.55	21.05	19.09	19.59	20.09	14.13
6	20.55	21.05	21.55	19.57	20.07	20.57	14.48
7	21.06	21.56	22.06	20.06	20.56	21.06	14.84
8	21.59	22.09	22.59	20.56	21.06	21.56	15.22
9	22.13	22.63	23.13	21.08	21.58	22.08	15.60
10	22.68	23.18	23.68	21.60	22.10	22.60	15.99
Off-Schedule	2.18% cost of living increase over prior year's wage rate for each employee off-schedule						

SALARY SCHEDULE 2013-2014

Step	Corporal			FT Patrol			PT Patrol
	No Degree	Assoc. Degree	Bach. Degree	No Degree	Assoc. Degree	Bach. Degree	
1	18.44	18.94	19.44	17.56	18.06	18.56	12.99
2	18.90	19.40	19.90	18.00	18.50	19.00	13.32
3	19.37	19.87	20.37	18.45	18.95	19.45	13.65
4	19.85	20.35	20.85	18.91	19.41	19.91	13.99
5	20.35	20.85	21.35	19.38	19.88	20.38	14.34
6	20.86	21.36	21.86	19.86	20.36	20.86	14.70
7	21.38	21.88	22.38	20.36	20.86	21.36	15.07
8	21.91	22.41	22.91	20.87	21.37	21.87	15.44
9	22.46	22.96	23.46	21.39	21.89	22.39	15.83
10	23.02	23.52	24.02	21.93	22.43	22.93	16.23
Off-Schedule	1.50% cost of living increase over prior year's wage rate for each employee off-schedule						

SALARY SCHEDULE 2014-2015

Step	Corporal			FT Patrol			PT Patrol
	No Degree	Assoc. Degree	Bach. Degree	No Degree	Assoc. Degree	Bach. Degree	
1	18.71	19.21	19.71	17.82	18.32	18.82	13.19
2	19.18	19.68	20.18	18.27	18.77	19.27	13.52
3	19.66	20.16	20.66	18.72	19.22	19.72	13.86
4	20.15	20.65	21.15	19.19	19.69	20.19	14.20
5	20.65	21.15	21.65	19.67	20.17	20.67	14.56
6	21.17	21.67	22.17	20.16	20.66	21.16	14.92
7	21.70	22.20	22.70	20.67	21.17	21.67	15.29
8	22.24	22.74	23.24	21.18	21.68	22.18	15.68
9	22.80	23.30	23.80	21.71	22.21	22.71	16.07
10	23.37	23.87	24.37	22.26	22.76	23.26	16.47
Off-Schedule	1.50% cost of living increase over prior year's wage rate for each employee off-schedule						

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**APPENDIX A –SANDOWN POLICE DEPARTMENT SALARY SCHEDULE 2012-2015**  
**PAGE 2**

**Notes:**

1. Each full time employee hired after April 1, 2012 will be placed at the step which corresponds to his/her years of experience as a full-time police officer for the Town of Sandown or any other municipality, and each part-time employee hired after April 1, 2012 will be placed at the step which corresponds to his/her years of experience as a part-time police officer for the Town of Sandown or any other municipality.
  
2. Employees will be moved into the next step level on the anniversary of their assignment to their position (i.e., a full-time officer promoted from part-time moves to the next step on the anniversary of his attainment of full-time status, not the anniversary of the original hire date; same for a corporal promoted from F/T officer, etc.)
  
3. Part time officers who become full time officers shall be moved to the full time pay scale step with the hourly wage rate closest to the officer's part-time pay scale step. At no time is that officer to be paid a lower hourly wage as a full time officer than he/she was paid as a part-time officer, not including shift differentials or other incentives.