

Town of Weare
And
AFSCME Local 3657
Police Department Employees

April 1, 2015 - March 31, 2016

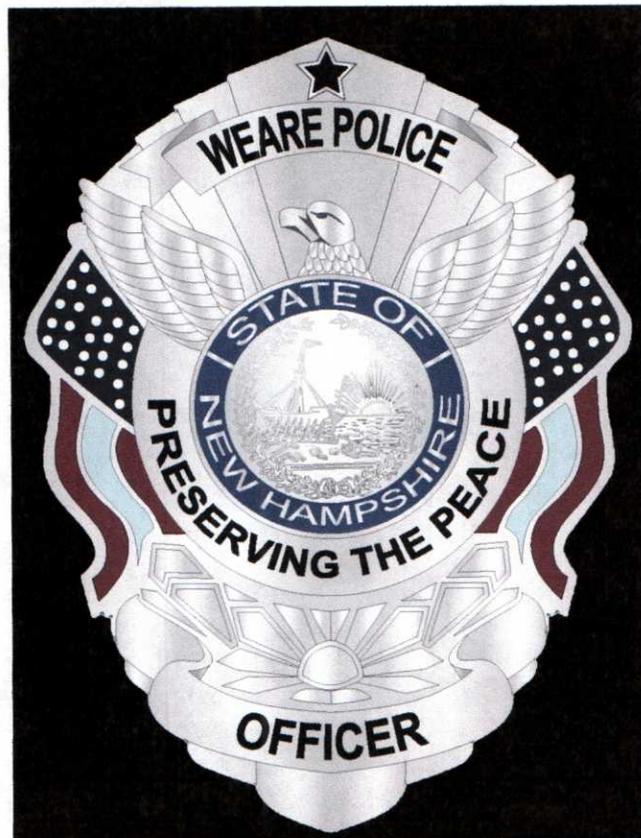


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PREAMBLE

This agreement is entered into by the Town of Weare, hereinafter referred to as the Town/Employer and Local 3657 of the American Federation of State, County and Municipal Employees, Council 93, hereinafter referred to as the Union.

It is the purpose of this agreement to achieve and maintain harmonious relations between the Town and the Union; to provide for the equitable and peaceful adjustments of differences, which may arise, and to establish standards of wages, hours and other conditions of employment.

ARTICLE 1 RECOGNITION

- 1.1 The Town hereby recognizes the Union as the exclusive bargaining unit representative, pursuant to the provisions of New Hampshire RSA 273-A for all non-probationary regular full and part-time employees in the positions of Lieutenant, Clerk, Sergeant, Patrol Officer and Detective.
- 1.2 It is specifically agreed by the parties hereto that any rights, duties or authority existing by virtue of the New Hampshire Revised Statutes Annotated not specifically abridged or limited by any of the provisions of this agreement shall prevail.
- 1.3 Regular full-time employees shall be regularly scheduled to work a schedule of forty (40) or more hours per week.
- 1.4 Regular part-time employees shall be regularly scheduled to work a schedule of at least twenty (20) hours, but not more than forty (40) hours per week. Unless specifically provided herein, regular part-time employees shall not be eligible for benefits.

ARTICLE 2 MANAGEMENT RIGHTS

- 2.1 Except as otherwise expressly and specifically limited by the terms of this Agreement, the Employer retains all its customary, usual and exclusive rights, decision-making, functions, and authority connected with its responsibility to manage the affairs of the Employer or any part of the Employer. The rights of employees in the bargaining unit and the Union hereunder are limited to those specifically set forth in this Agreement, and the Employer retains all functions, and rights not specifically set forth in this Agreement. The Employer shall have no obligation to negotiate with the Union with respect to any such subjects or the exercise of its discretion and decision-making with regard thereto, any subjects covered by the terms of this Agreement and closed to further negotiations

for the terms thereof, and any subject which was or might have been raised in the course of collective bargaining, but is closed for the term hereof.

2.2 Without limitation, but by way of illustration, the exclusive functions, and rights of the Employer shall include the following, unless specifically modified by the terms of this Agreement.

- a. To direct and supervise all operations, functions and reasonable policies of the Employer in which the employees in the bargaining unit are employed.
- b. To close or liquidate and office, branch, operation or facility, or combination of facilities, or to relocate, reorganize, or combine the work of divisions, offices, branches, operations or facilities for budgetary or other reasons.
- c. To determine the need for a reduction or an increase in the work force and the implementation of any decision with regards thereto.
- d. To establish, revise, and implement standards for hiring, classification, promotion, quality of work, safety, materials, uniforms, appearance, equipment, methods, and procedures. It is jointly recognized that the Employer must retain broad authority to fulfill and implement its responsibilities and may do so by written work rule.
- e. To implement new, and to revise or discharge, wholly or in part, old methods, procedures, materials, equipment, facilities, and standards.
- f. To assign and distribute work.
- g. To assign shifts, workdays, hours of work, and work locations in accordance with the provisions set forth in this Agreement.
- h. To determine the need for and the qualifications of new employees, transfers, and promotions not inconsistent with the terms of this Agreement.
- i. To discipline, suspend, demote or discharge an employee for just cause.
- j. To determine the need for additional educational courses, training programs, on-the-job training and cross training, and to assign employees to such duties for periods to be determined by the Employer not inconsistent with the terms of this Agreement.

2.3 The exercise of any management function, or right which is not specifically modified by this Agreement is not subject to the grievance procedure, to arbitration, or, as set forth above, to bargaining during the term of this Agreement.

ARTICLE 3

EMPLOYEE RIGHTS

- 3.1 The Town shall recognize the duly authorized officers and representatives of the Union as follows: Local President, Local Vice President, Local Secretary, Local Chief Steward, Chapter Chairperson, Chapter Steward(s) and Negotiating Team members.
- 3.2 The Union shall advise the Town within thirty (30) days of this agreement of the names of the aforementioned officers and representatives of the Union. The Union shall advise the Town within thirty (30) days of any changes in the aforementioned officers and/or representatives of the Union.
- 3.3 The Union officers and/or his/her designees shall be permitted, when necessary to conduct Union business between the Town and the Union including but not limited to grievances, negotiations and consultations with the Town during their regularly scheduled shift with no loss of pay. Attendance at Union meetings by any member while on duty shall be allowed, provided:
 - a. They have the prior approval of the chief or his designee
 - b. The amount of time in which officers are engaged in such activity is reasonable.
 - c. Officers engaged in such shall be subject to call.
- 3.4 The Town shall provide the Union with a bulletin board at a mutually agreeable place for posting of materials pertaining to Union business and Union activities. The Union shall not post any offensive material. The Union shall have the right to grieve the removal of any material from the bulletin board by the Town.
- 3.5 The Town and the Union agree not to discriminate against any employee covered by this agreement in conditions of employment in order to discourage or encourage membership in the Union or to discriminate against any employee because the employee has given testimony or taken part in a grievance procedure or proceeding of the Union.
- 3.6 The Town and the Union reaffirm and will maintain the policy not to discriminate against any person because of race, color, national origin, citizenship, religion, sex, marital status, age or disability. All such claims under this section shall be initiated through the grievance procedure herein before taking action with state or federal agencies. This requirement shall not, however, restrict the filing of claims or complaints as to prevent the expiration of time limits or appeal right set forth by statute or regulation.
- 3.7 Upon the approval of the Chief, any Union member who holds a position of 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 and that such time off is necessary and will not result in any cost to the Town.
- 3.8 Complaints brought against an Officer by a civilian or another officer.

In all cases of complaints brought against the unit the following procedures shall be followed:

- a. 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
- b. Any disciplinary action based on the complaint shall be subject to the Discipline and Termination and Grievance Procedure Articles of this Agreement.

ARTICLE 4 DUES DEDUCTION

- 4.1 The Town agrees to deduct from the employee's payroll, Union dues for each employee, upon receipt of written authorization for such deduction. Requests for deduction shall be in writing, signed by the employee on an authorization card supplied by the Union in a form acceptable to the Town. Deductions shall be made from the employee's paycheck for the amount of dues for that pay period as certified by the Local Treasurer. The Town agrees to pay over monthly to Business Manager, AFSCME Council 93, 8 Beacon Street, Boston, MA 02108 the amounts so deducted along with a list indicating who has paid said amounts.
- 4.2 If an employee has no check coming in any pay period, or if the check is not large enough after other deductions to pay dues, then in that event no deduction is made for that employee and no payment required of the Town. In no case is the Town required to collect fines or assessments for the Union beyond regular dues/representative fee.
- 4.3 It is recognized that the negotiations for and administration of this agreement entails expenses that appropriately should be shared by all employees who are beneficiaries of this agreement. To that end, if an employee in the bargaining unit does not join, nor continue membership in the Union, such employee shall, as a condition of employment by the Town execute an authorization for the deduction of a "representative fee" on the same terms as provided in section 4.1 and 4.2 above, which shall be a sum not to exceed the membership dues and assessments required to be paid by members of the Union.

ARTICLE 5 STRIKES AND LOCKOUTS

- 5.1 Under no circumstances will the Union cause, encourage, sponsor, or participate in any strike, sit-down, stay-in, stay-out, work slowdown, withholding of services or any curtailment of work or restriction of interference with the operation of the Department or the Town and the town agrees not to engage in any lockout.
- 5.2 Should any employee or group of employees covered by this agreement engage in any such prohibited activity prohibited under section 1 the Union shall forthwith disavow any such activity and shall use all means to induce such employee or group of employees to terminate such activity forthwith. It is understood that any employee violating this article may be subject to disciplinary action up to and including termination.

ARTICLE 6

CONSULTATION

- 6.1 It is agreed upon and understood that the employment relationship is an appropriate matter for consultation between the parties. Consultation may be requested by either party in writing stating the reasons for the requested meeting and the proposed agenda or topic of consultation.
- 6.2 A mutually agreeable meeting date shall be established provided that such date shall be within ten (10) working days of receipt of the written notice. The time may be extended by agreement of the parties.
- 6.3 At such meeting the Union shall be entitled to have present not more than three (3) bargaining unit representatives and the Town shall be entitled to have up to three (3) representatives, unless additional representatives for either or both parties be permitted by prior mutual agreement.
- 6.4 Nothing contained herein shall prevent the Union from consulting with the Town at any time if matters of mutual concern of an urgent or emergency nature arise.
- 6.5 Consultation meetings shall not serve as a substitute for collective bargaining and any such meetings shall not result in any action in violation, modification or in contradiction with the terms of this agreement.

ARTICLE 7

PROBATIONARY PERIOD & SENIORITY

The probationary period is time designated to assess an employee's performance and ability. The probationary period for any sworn member shall commence upon the date of hire and remain in effect for six (6) months following certification and the completion date of the member's FTO program. A non-sworn employee shall be considered a probationary employee

for six (6) months from the date of hire. Probationary employees are considered at will employees and may be terminated without cause and shall not be entitled to representation by the Union. The Town shall have the ability to extend the probationary period for cause, in no greater than ninety (90) day increments, to a maximum of one (1) year. Probationary employees are not covered under the terms of this agreement.

- 7.1 A sworn probationary member shall be signed a Field Training Officer (FTO) for the time period required to complete field training during his/her probationary period.
- 7.2 The Chief will decide on probationary dismissal. No appeal to the Board of Selectmen will be allowed. This does not infringe on any legal alternatives.
- 7.3 After probation, the Chief notifies payroll of records status change and forwards request to the Board of Selectmen for final approval.
- 7.4 There shall be two (2) types of seniority: (a) Department seniority and (b) Classification seniority. Department seniority shall relate to the time an employee has been employed by the Department. Classification seniority shall relate to the length of time an employee has been employed in a particular grade.
- 7.5 Seniority shall only be applicable after the completion of the probationary period.
- 7.6 Where there are two (2) or more employees who are hired on the same day, seniority will be based in years in law enforcement, corrections, then alphabetically by the members' last names.
- 7.7 In the event of a lay-off, employees shall be laid off in the order of their seniority beginning with the least senior in each job classification. It is understood that an employee retained must be qualified to perform the available work, or the least senior employee in the job classification shall not be laid off.
- 7.8 In the event of recall, employees shall be recalled in the reverse order of lay-off in each job classification, provided the employee is qualified to perform the job available. Recalled employees shall be mailed a recall notice to the last known address on Town records. It shall be the employee's responsibility to update such mailing address as necessary. An employee who fails to return to work within fourteen (14) calendar days of the mailing of the recall notice shall lose all recall rights and seniority. Recall right shall continue for one (1) year after date of layoff of the employee.
- 7.9 An employee shall lose seniority and shall no longer be covered by the provision of this agreement for, but not limited to the following reasons: (a) discharge not overturned by a competent authority; (b) voluntary quit, resignation or retirement; (c) failure to respond to a recall notice as specified above or (d) remaining on layoff for more than twelve (12) consecutive months.

ARTICLE 8

DISCIPLINARY PROCEDURES

- 8.1 All suspensions and discharges shall be stated in writing and a copy given to the employee and the Union prior to the date of suspension or discharge.
- 8.2 Disciplinary actions shall be for just cause and shall normally be taken in the following order: (a) verbal warning; (b) written warning; (c) suspension with or without pay; (d) termination. However, this sequence need not be followed if an infraction is sufficiently severe to merit a greater level of discipline up to and including discharge.
- 8.3 Offenses considered just cause for which an employee may be disciplined up to and including discharge, include but are not limited to the following: (a) incompetence; (b) unsatisfactory work performance; (c) lack of cooperation with a superior; (d) failure to comply with department policies; (e) failure to comply with safety requirements; (f) refusal to accept and complete job assignments; (g) fighting; (h) obscene language directed at the public or another employee; (i) theft of or destruction of property; (j) illegal use of drugs or alcohol; (k) insubordination; or (l) falsification and/or misrepresentation of records, including employment application.

ARTICLE 9

GRIEVANCE PROCEDURE

- 9.1 Definition: A grievance under this article is defined as an alleged violation of the provisions of this agreement. Each grievance must be submitted, in writing, by the Union and must contain a statement of the facts surrounding the grievance, the provision(s) of this agreement allegedly violated and the relief requested.
- 9.2 Procedure: NOTE: ALL TIME FRAMES IN THIS ARTICLE ARE AGREED TO EXCLUDE WEEKENDS AND HOLIDAYS.
- 9.3 Prior to the institution of the formal grievance procedure hereinafter set forth, an employee who believes to have been aggrieved must attempt to informally resolve the matter with the appropriate supervisor. The supervisor has the responsibility to attempt to resolve the employee's grievance if the supervisor has the authority to do so. If the grievance cannot be resolved informally, the following procedure shall be utilized or such grievance shall be deemed waived.
- 9.4 **STEP ONE:** An employee desiring to process a grievance must file a written statement of the grievance to the Chief no later than ten (10) days after the employee knew or should have known the facts on which the grievance is based. The supervisor shall meet

with the employee and the Union Representative within ten (10) days following receipt of the grievance and shall give a written decision within five (5) days after the meeting.

- 9.5 STEP TWO: If the employee or the Union is not satisfied with the decision of the Chief, the employee or the Union must file within ten (10) days following the Chief's decision a written appeal with the Board of Selectmen setting forth the provisions of the agreement the Union believes have been violated by the Town. Within ten (10) days following receipt of the appeal, the Board of Selectmen shall either issue a written decision or schedule a hearing. Said hearing shall be held no later than twenty (20) days following receipt of the appeal. A written decision shall be rendered by the Board of Selectmen no later than ten (10) days after the hearing.
- 9.6 STEP THREE: If the Union is not satisfied with the decision of the Board of Selectmen, the Union may file, within thirty (30) days following a receipt of the decision of the Board of Selectmen, a request for arbitration to the New Hampshire Public Employee Labor Relations Board under its rules and regulations.
- 9.7 The arbitrator shall not have the power to add to, ignore or modify any of the terms and conditions of this agreement. The arbitrator's decision shall not go beyond what is necessary for the interpretation and application of the provisions of this agreement. The arbitrator shall not substitute the arbitrator's judgment for that of the parties in the exercise of rights granted or retained by this agreement. The decision of the arbitrator shall be furnished in writing within thirty (30) days of the hearing. The decision of the arbitrator shall be final and binding on the parties.
- 9.8 The fees and expenses of the arbitrator shall be borne equally by the parties.
- 9.9 The foregoing time limitations may be extended by mutual agreement of the parties.
- 9.10 Failure by the Union to abide by the time limits set out in this article, shall result in the grievance being deemed abandoned. Failure by the Town to abide by the time limits set out in this article shall result in the grievance being moved to the next level.
- 9.11 Each grievance shall be separately processed at any arbitration proceeding hereunder unless the parties agree otherwise.

ARTICLE 10

HOURS OF WORK AND OVERTIME

- 10.1 For the purposes of this agreement the current hours of work for regular full-time sworn patrol personnel (four – ten (10) hour days, with three (3) days off, and for all other full time sworn personnel, five – eight (8) hour days, with two (2) days off) shall remain in

effect for the duration of the agreement. The Chief, or his designee, shall continue in charge of construction the four-day blocks.

10.2 Assignment of Shifts:

- a. Shifts will be chosen by seniority based on continuous time in grade in the Weare Police Department as long as it complies with reasonable operating requirements as determined by the Chief of Police.
- b. Shifts will be for a duration of three (3) months.
- c. No one can choose the same shift more than two (2) consecutive times. Bargaining unit members may be allowed to swap their chosen assignment upon approval of the Chief of Police or his/her designee.
- d. In the activation of midnight shifts, those bargaining members completing their midnight tour will have first shift bid, regardless of seniority.

10.3 All hours worked in addition to the regular full-time employee's normal daily scheduled work hours will be paid as overtime. All hours paid shall be counted as hours worked for the purpose of computing overtime.

- A. Cards will be indexed for overtime shifts on a rotating basis.
- B. The initial indexing will be based on seniority and rank.
- C. Officers will be called in accordance with the rotating, filing order of the cards.
- D. Unanswered calls will be considered a "refusal" and moved to the back of the rotation.
- E. Denials will descend to the end of the rotational order.
- F. Unavailable with justification reason to include: court, already working, training or AL days, will remain in place in the rotational order.
- G. Any/all shifts, vacated by any reason, will be filled at the discretion of the Chief of Police or his/her designee.
- H. In the event a shift cannot be filled by an available full time, part-time employee will be afforded the opportunity. After all attempts to fill a shift with a full or part time member has been exhausted, coverage of said shift shall be ordered, in reverse rotation beginning with the least tenured sworn member. Any ordered member shall remain in place in the rotation.
- I. Any duty coverage of less than four (4) hours shall be filled at the supervisor's discretion.
- J. In an emergency situation (i.e. mid shift, illness/vacancy, etc.), the necessary time will be filled at the supervisor's discretion and will not be documented in the overtime rotation file.
- K. Any officer accepting an overtime assignment shall work said shift there will be no swapping between members. A member unable to fill an acceptable overtime shall notify the supervisor as soon as possible. The supervisor shall fill the shift appropriately utilizing the rotation file. The member unable to fill a shift shall move to the end of the rotation file.

- 10.4 Call Back: An employee required to return to work after having left the employee's regularly scheduled work shift, shall receive a minimum of four (4) hours pay including Court/ALS at overtime rates unless the individual is called back to rectify the employee's own error. Call back shall not apply when contiguous to the employee's work hours.
- 10.5 Overtime for Training: An officer that is scheduled for training on a normal scheduled work day shall receive ten (10) hours credit for the training in lieu of their shift. This does not pertain to in-service training located at the Weare Police Department.

ARTICLE 11

OUTSIDE WORK DETAILS

- 11.1 Payment for outside work details shall be as follows: Forty-six dollars and thirty-eight cents (\$46.38) per hour for outside agencies, including but not limited to: PSNH, Comcast, Granite State Telephone Company, Asplundh Tree Service. Payment for Weare School District and John Stark School District activities shall be a set fee of forty-three dollars and eighty cents (\$43.80).
- 11.2 Employees working outside details shall be paid a minimum of four (4) hours. If the work is not cancelled prior to two (2) hours before the officer is to report for duty the officer will be compensated for two (2) hours of detail pay paid by the company requesting the detail.
- 11.3 Outside details shall be offered to available full time qualified sworn personnel by seniority on a rotating basis before such duty is offered to part-time qualified employees, however, no employee will be allowed to work a Detail within one calendar day following a day in which the employee called in sick. If no full time employee has accepted the duty prior to one (1) full day prior to the day of the detail the duty may be offered to other personnel. Details will be offered on a seniority progression. The senior person shall go to the bottom of the rotation after accepting or refusing a detail except that the person offered the detail due to will remain at position if the refusal is due to a conflict with his/her work schedule. Any high school detail shall be offered to the School Resource Officer prior to going into the rotation.
- 11.4 The Chief or his designee, will be the responsible caller with the exception of emergency details or a reassigned detail which will cause an emergency situation, in which case, the on duty supervisor shall accept the task and cause to be notified the Sergeant charged with filing details.
- 11.5 Under no circumstances will swapping of details be permitted. Assignment of any emergency details or re-assignment of details will be handled by the on duty staff in accordance with policy and procedure. Any detail that is cancelled 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 procedure outlined above.

ARTICLE 12

LEAVES

- 12.1 Military Leave: Employees who are in the US military reserves or National Guard and who are required to perform training field duty shall be paid by the Town the difference between their regular weekly pay and their military compensation. This provision does not apply to weekend drill. Absences for military leave must be reported as soon as possible to the Chief. Leave for training or active duty with the National Guard or Reserve components of the Armed Forces shall be granted in accordance with the Soldiers and Sailors Relief Act.
- 12.2 Bereavement Leave: An employee shall be granted a maximum of three (3) normally scheduled work days with pay between the date of death and the date of the funeral/internment when a death occurs in the immediate family. Immediate family shall include: wife, husband, child, sister, brother, father, mother, step-father, step-mother, grandparent, father-in-law, mother-in-law, step-child, or a blood relative or ward residing in the same household. Employees shall also be allowed one (1) day with pay to attend the funeral/internment of an aunt, uncle or grandparent-in-law.
- 12.3 Leave of Absence: Regular, full-time employees who have completed their probationary period may apply for and be granted a leave of absence without pay for reasons such as personal illness or other compelling or urgent reasons. Such leave shall be upon the recommendation, in writing, by the Chief to the Board of Selectmen. The Board may grant such leave of absence not to exceed one (1) year. An employee who accepts employment or conducts business during a leave of absence shall be immediately terminated; unless, such activities have been previously approved by the Town. Failure of the employee to report promptly at the expiration of the leave shall be cause for dismissal.
- 12.4 Bonus Leave: A regular, full-time employee, who has completed his/her probationary period, shall accrue up to four (4) bonus leave days per year. One day shall be granted for each three (3) consecutive month of service without use of sick leave. Regular part-time employees shall accrue bonus time on a pro-rate basis. The employee may request bonus leave for accumulated days, the same as vacation leave. All bonus days must be used by April 1st of the year following when they are earned. After April 1st, any remaining days will be paid in the next pay period at the employee's current rate of pay. Ten (10) hour employees will earn a ten (10) hour bonus day and eight (8) hour employees will earn an eight (8) hour bonus day.
- 12.5 Maternity Leave: Shall be in accordance with Federal Guidelines.
- 12.6 FMLA: Family Medical Leave will be granted in accordance with the Town's Personnel Policies and all applicable law.

12.7 Jury Duty: An employee who is summoned and reports to jury duty, as prescribe by applicable law, shall be paid by the Town an amount equal to the difference between the amount of wages the employee otherwise would have earned by working during straight-time hours for the Town on that day and the daily jury duty fee paid by the court or agency (not including travel allowance or reimbursement of expenses), paid for each day on which he/she reported for or performed jury duty on the days for which he/she claims such payment. The provisions of this section are not applicable to an employee who, without being summoned, volunteers for jury duty.

12.8 Sick Leave: A non-probationary full time employee shall earn sick leave at the rate of 10 hours per month, a maximum accumulation of 900 hours. Non-probationary regular part-time employees who work a minimum of twenty (20) hours per week shall accrue sick time on a pro rata basis at a rate of seven (7) days annually (4.66 hours per month), to a maximum of 300 hours.

Sick leave shall be used for illness or injury of the employee or family illnesses (residing in the employee's household) and FMLA qualified leaves to supplement income derived from short-term disability. The employee must notify his/her supervisor at least three (3) hours before his/her scheduled work time in order to receive sick leave with pay, except in cases of emergency.

A physician's note shall be required prior to returning to scheduled duty in the event the employee is on sick leave for three (3) consecutive WORK days. A physician's note may be required in the event of suspected misuse of sick leave.

Sick Leave Payout – Bargaining unit members shall receive payment of the unused balance of their sick leave upon severance of service or retirement according to the following schedule:

15 YEARS – 75%
20 YEARS – 100%

For the purposes of determining eligibility for payment, retirement shall be defined as: (1) retirement from Town service and meeting the eligibility requirements for the retirement system in which the member participates; or (2) voluntarily leaving Town service after having reached age 55 and completing twenty (20) years of continuous service.

Sick Bank: Bargaining unit members shall be allowed to utilize a sick bank, donating unused sick leave to other members lacking sufficient accrued sick leave to cover their absences due to sickness or injury. Before members may utilize the sick bank, they must exhaust their own lick leave and all available vacation leave, except the member may keep two (2) weeks' vacation leave on the books.

12.9 Vacation: Vacation accrual shall be based on the anniversary date of hire. If an employee is terminated or severs service with the Town, all accumulated unused vacation time shall be paid to the employee at his/her current rate.

Vacation will be earned during the probationary period but may not be used until the probationary period is completed. Special circumstances may be addressed on an individual basis, by the Chief.

Accrual shall be as follows:

<u>Regular Full-Time</u>	<u>5/2 rotation</u>	<u>4/3 rotation</u>
1 – 3 years	80 hours	100 hours
4 – 5 years	96 hours	120 hours
6 – 10 years	120 hours	150 hours
11 – 15 years	160 hours	200 hours
16+ years	200 hours	250 hours

Non probationary regular part time employees who work a minimum of twenty (20) hours per week shall accrue vacation time on a pro rata basis at a rate of forty (40) hours annually.

An employee shall be allowed to carry over one half (1/2) of any vacation accrual earned in the previous year. At no time may an employee have more than one and one-half (1 ½) times his/her annual accrual on the record. The Board of Selectmen may extend this time line if special circumstances exist. The above benefit shall be determined on a pro-rata basis for regular part-time employees.

ARTICLE 13

PROMOTIONS AND TRANSFERS

- 13.1 The Town reserves and shall have the right to make promotions and transfers. Department seniority shall govern where equal qualifications have been demonstrated. If a promotion or transfer requires specialized training to qualify an employee for the promotion or transfer the Department shall provide said training. In order to determine the qualification levels of candidates applying for a posted position of sergeant or higher, the Department shall conduct a promotional board. Said board shall be comprised of one (1) Sergeant or Lieutenant from the Weare Police Department and two (2) ranking personnel from other departments. Administrative review shall be considered in determining promotions and transfers.
- 13.2 Job to be filled through promotion shall be posted on the bulletin board for a period of five (5) work days. Full time employees shall be given preference over part-time employees and part-time employees shall be given preference over outside applicants.
- 13.3 After an award is made of a promotion the name of the person promoted shall be posted for a period of five (5) work days following said award.
- 13.4 Job postings shall include rank, job specifications, rate of pay, and the shift.

- 13.5 The above procedure shall be followed in all promotions, vacancies and transfers whether temporary or permanent.
- 13.6 Candidates who apply for the vacancy shall be notified by the Town regarding the status of their application.
- 13.7 An employee who is promoted to a higher level position within the bargaining unit shall be placed in a promotional probationary status for a period of six (6) months. In the event an employee does not successfully complete the probationary period, that employee shall be returned to the position held prior to promotion.

ARTICLE 14 INSURANCE

- 14.1 Hospital/Medical Insurance: Non-probationary regular full-time bargaining unit members on roll effective April 1, 2013 shall receive health insurance, in accordance with the plan agreed to in the negotiations leading to the April 1, 2013 agreement, for the term of the Agreement. The Town reserves the right to select a different option for Health Insurance coverage provided that the selected plan offers comparable coverage to the plan in effect April 1, 2013.

The Town of Weare agrees to pay the monthly premiums at no less than ninety-three percent (93%) to maintain the single, two person or family plan at the employee's option, with the employee's paying no more than seven percent (7%) of the monthly premiums. All employees premium cost sharing distribution shall be on a weekly basis and shall be on a pre-tax basis.

In the event an eligible employee elects not to participate in the medical insurance program, the Town shall pay, upon satisfactory evidence that he/she has health insurance coverage through a spouse or other family member's policy, five thousand five hundred dollars (\$5,500.00).

Nothing herein shall limit the right of the Employer to make any and all changes it deems necessary in its sole discretion to insure the insurance it provides pursuant to this Agreement complies with the Affordable Care Act, and other state, federal or local insurance and/or health care reform legislation, to avoid being subject to fees (including, but not limited to the employer shared responsibility assessable payment) fines, taxes, or penalties, including, but not limited to, taxes/fees because employees are eligible to obtain subsidized or discounted insurance through an insurance exchange; or to avoid the coverage being subject to the "Cadillac" taxes (aka the excise tax on high cost employers-sponsored health coverage). The employer will provide notice to the Union of any such changes and, if the change has a negative impact on the employees, the Employer will bargain with the Union over the effects of the change.

- 14.2 Life Insurance: The Town will provide life insurance to all non-probationary regular, full-time employees in the amount of ten thousand dollars (\$10,000.00).
- 14.3 Liability Insurance: The Town shall indemnify any employee covered by this agreement for judgments arising out of the employee acting in good faith within the scope of the employee's employment.
- 14.4 Dental Insurance: The Town offers each employee the opportunity to purchase dental insurance through payroll deduction payable to any town approved carrier.

ARTICLE 15

UNIFORMS/CLOTHING ALLOWANCE

- 15.1 Upon hire, all sworn officers shall be issued the required uniforms and equipment necessary to meet department needs.
- 15.2 Thereafter, employees covered by this agreement shall receive an annual clothing allowance as follows: Part-time Officers: \$200; Full-time Officer: \$500; Sergeant, Lieutenant, Detective or SRO: \$500. Such sum to be paid on or about April 1st of each year. Further, the funds shall be available until September 1st, at which time the Chief of Police will hold the remaining balance for distribution at his/her discretion.
- 15.3 The Town shall provide and/or replace ballistic vests in accordance with manufacturer's recommendations unless damage or destruction has occurred in which case said vest shall be replaced immediately. Repairs to vests that have suffered damage to the ballistic material is not acceptable.
- 15.4 Dry Cleaning: Uniform and work-related clothing will be dry cleaned at the expense of the Town. Unauthorized use of this benefit may result in disciplinary action up to and including termination.

ARTICLE 16

EDUCATION INCENTIVE

- 16.1 The purpose of this article is to encourage employees to obtain education and training that will significantly assist them in the performance of their duties.
- 16.2 Employees shall receive the following incentive based on their attainment of the educational credits in a job related field. The amounts are not cumulative. Associates Degree - \$500 per year; Bachelor Degree - \$1,000 per year; Master or Law Degree -

\$1,500 per year. To be paid on April 1st of each year. Courses must be approved by the Chief of Police.

ARTICLE 17 HOLIDAYS

17.1 All non-probationary employees shall be paid for the following named holidays.

New Year's Day	Labor Day
MLK/Civil Rights Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
Independence Day	Christmas Day

17.2 All work performed on a holiday shall be paid at the rate of time and one-half and above the regular holiday pay for all hours worked. During their regular scheduled hours, an employee will be paid no more than two and one half times their regular hourly rate for all hours worked.

17.3 An employee shall be entitled to the holiday pay referred to above if the employee works the last regularly scheduled workday preceding the first regularly scheduled workday following the particular holiday but not otherwise unless approved by the Chief of Police or his designee.

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

17.5 Regular, part-time employees shall be eligible for pay for the above listed holidays on a pro-rata basis.

ARTICLE 18 SAFETY

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

18.2 The Department may adopt rules for the operation of the Department and the conduct of its employees provided such do no conflict with any of the provisions of this agreement.

- 18.3 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 the employee reports immediately to the Chief that a loss has occurred and the loss was not due to the negligence or carelessness of the employee.

ARTICLE 19 ALLOWANCES

- 19.1 Meals: When an employee is assigned to school/training the following amounts will be reimbursed for meals up to: Breakfast - \$5.00; Lunch - \$8.00; Dinner - \$15.00, upon submittal of receipts for meals, excluding alcohol.
- 19.2 Mileage: When an employee is required to use his/her personal vehicle to do Department business he/she shall be reimbursed at the official IRS rate.
- 19.3 Specialty Assignments: Will be compensated at the direction of the Chief.

ARTICLE 20 EFFECT OF AGREEMENT

- 20.1 The parties acknowledge that during the negotiations which resulted in this agreement each had unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the parties agree for the life of the agreement each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not referred to or covered in this agreement. The parties may however, voluntarily agree to reopen contract negotiations on any subject at any time.
- 20.2 This instrument constitutes the entire agreement and final resolution of all matter in dispute between the Town and the Union arrived at as a result of collective bargaining negotiations, except such amendments hereto as shall have been negotiated by mutual agreement and reduced to writing and signed by the parties.

ARTICLE 21 WAGES

- 21.1 Shall be paid in accordance with Attached spreadsheet (Appendix A).

- 21.2 Field Training Officer stipend: Employees serving in the capacity of Field Training Officer (FTO) shall receive a one hour per day increase in their hourly wage rate for the hours that they are actively working in this capacity.

ARTICLE 22

RETIREMENT

- 22.1 The Town of Weare shall continue to contribute to the NH Retirement System for all eligible employees at the applicable contribution rate established by the state.
- 22.2 Upon retirement from Town service eligible employees are entitled to all accrued vacation and bonus leave. Sick leave will be paid in accordance with Article 12.8.

ARTICLE 23

WORKERS' COMPENSATION

- 23.1 The Town shall select a carrier to provide Workers' Compensation and Unemployment Insurance for the employees. The Town shall defray the premiums.

ARTICLE 24

SEPARABILITY

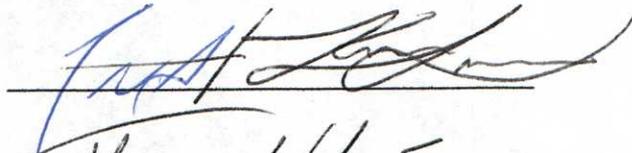
- 24.1 In the event that any article or section of an article of this agreement is declared to be illegal, void or invalid in whole or in part by a Court of competent jurisdiction after all appeals, if any, have been exhausted, all other articles and sections of this agreement shall remain in effect 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.

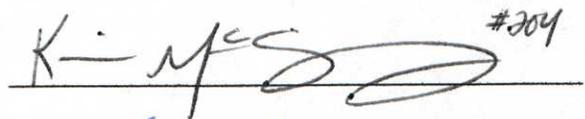
ARTICLE 25 DURATION

This agreement shall be in full force an effect from April 1, 2015 through and including March 31, 2016.

For Town of Weare, NH

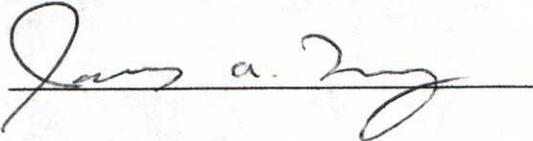
For AFSCME Local 3657



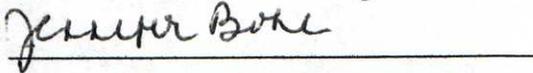
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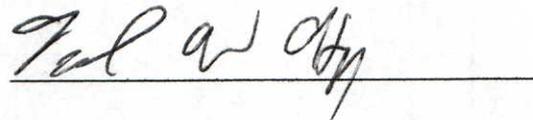


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Police Department - Step Scale

Current Step Scale-Effective April 1, 2013										
	Probation	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
PT Record Clerk	\$ 10.51	\$ 10.88	\$ 11.26	\$ 11.65	\$ 12.06	\$ 12.48	\$ 12.92	\$ 13.37	\$ 13.84	\$ 14.32
PT Officer	\$ 14.08	\$ 14.57	\$ 15.08	\$ 15.61	\$ 16.16	\$ 16.72	\$ 17.31	\$ 17.91	\$ 18.54	\$ 19.19
Patrol Officer	\$ 19.21	\$ 19.88	\$ 20.58	\$ 21.30	\$ 22.04	\$ 22.82	\$ 23.61	\$ 24.44	\$ 25.30	\$ 26.18
Sergeant	\$ 22.75	\$ 23.55	\$ 24.37	\$ 25.22	\$ 26.11	\$ 27.02	\$ 27.97	\$ 28.94	\$ 29.96	\$ 31.01
Lieutenant	\$ 25.22	\$ 26.10	\$ 27.02	\$ 27.96	\$ 28.94	\$ 29.95	\$ 31.00	\$ 32.09	\$ 33.21	\$ 34.37

Proposed Step Scale-Effective April 1, 2015										
(2% adjustment)	Probation	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
PT Record Clerk	\$ 10.72	\$ 11.10	\$ 11.48	\$ 11.89	\$ 12.30	\$ 12.73	\$ 13.18	\$ 13.64	\$ 14.12	\$ 14.61
PT Officer	\$ 14.36	\$ 14.86	\$ 15.38	\$ 15.92	\$ 16.48	\$ 17.06	\$ 17.65	\$ 18.27	\$ 18.91	\$ 19.57
Patrol Officer	\$ 19.59	\$ 20.28	\$ 20.99	\$ 21.72	\$ 22.50	\$ 23.29	\$ 24.09	\$ 24.93	\$ 25.81	\$ 26.71
Sergeant	\$ 23.21	\$ 24.02	\$ 24.86	\$ 25.73	\$ 26.63	\$ 27.56	\$ 28.52	\$ 29.52	\$ 30.56	\$ 31.63
Lieutenant	\$ 25.72	\$ 26.62	\$ 27.56	\$ 28.52	\$ 29.52	\$ 30.55	\$ 31.61	\$ 32.72	\$ 33.86	\$ 35.05