AGREEMENT

BETWEEN

THE TOWN OF AMHERST, NEW HAMPSHIRE

AND

THE AMHERST POLICE DEPARTMENT EMPLOYEES

LOCAL 3657

OF THE

AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL EMPLOYEES

EFFECTIVE ON JULY 1, 2014

Table of Contents

Article 1 - Agreement 3

Article 2 - Purpose 3

Article 3 - Recognition 3

Article 4 - Definitions 3

Article 5 - Non-Discrimination 3

Article 6 - Union Business 4

Article 7 - Probationary Period and Seniority 4

Article 8 - Hours of Work and Overtime 5

Article 9 - Promotions/Assignments/Advancements 6

Article 10 - Salaries 7

Article 11 - Outside Work Details 8

Article 12 - Holidays 9

Article 13 – Military Service 9

Article 14 – Leaves of Absence 9

Article 15 – Uniform Allowance 10

Article 16 – Vacations 11

Article 17 – Dues Deduction 12

Article 18 – Discipline and Termination for Cause 13

Article 19 – Grievance Procedure 13

Article 20 – Miscellaneous 14

Article 21 – Safety/Equipment 15

Article 22 – Employee Benefits 15

Article 23 – Management's Rights 19

Article 24 – Stability of Agreement 20

Article 25 – Family and Medical Leave Policy 20

Article 26 – Retirement Spiking Protection 23

Duration of Agreement 24

ARTICLE 1 - AGREEMENT

This Agreement between the Town of Amherst, New Hampshire (hereinafter called the "Town") and the American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter called the "Union") is made and entered into on this _____ day of_____, 2014.

ARTICLE 2 - PURPOSE

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

ARTICLE 3 - RECOGNITION

1. The Town recognizes the Union as the exclusive bargaining agent for: All regular permanent members of the Town's Police Department to include:

Full-Time Patrolmen	Sergeants
Senior Patrolmen	Patrolman/Investigator

2. Excluded from recognition or coverage under this Agreement are the Chief of Police, the Lieutenants, Executive Assistant, and Full Time Clerical.

3. It is specifically agreed by the parties hereto that the terms of this Agreement shall apply only to those employees in the Bargaining Unit set forth in Section 1 of this Article.

ARTICLE 4 - DEFINITIONS

Employee, as hereinafter used, refers to members of the bargaining unit.

ARTICLE 5 - NON-DISCRIMINATION

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

ARTICLE 6 - UNION BUSINESS

1. The Union officers and representatives shall be the Chairman, the Steward and an alternate who shall be permitted to assume the duties of the Chairman or Steward in their absence, and shall be a member of the negotiating team.]

2. The union shall advise the Town of the names of the employees holding Union office.

3. Union officers, as described above, shall be permitted to process grievances through the grievance procedure during their scheduled hours of duty, provided they have prior approval of the Chief or his designee and the amount of time in which officers are engaged in such activity is reasonable.

ARTICLE 7 - PROBATIONARY PERIOD AND SENIORITY

1. The probation period shall be six (6) months in length. It shall commence after completion of the Police Academy, but under no circumstances shall the probationary period be extended beyond one (1) year from date of hire. The Union shall not challenge a termination during the probationary period through the grievance procedure.

2. Employees who are hired and not required to attend the Police Academy shall have a six (6) month probationary period.

3. Seniority shall mean the length of full-time service with the Police Department, beginning with the first day of employment and shall only be applicable after the completion of the probationary period.

4. Termination of Seniority: Seniority for all purposes shall be terminated for any of the following reasons:

   A. Resignation

   B. Discharge

   C. Failure to report for work in accordance with the provisions of a recall notice.

   D. Absence for five (5) consecutive working days without notifying the Town.

   E. Failure to be recalled from layoff or return to work due to any non-occupational illness or accident for a period of twenty-four (24) months.

   F. Retirement.

5. Where two (2) or more employees are hired on the same date, their date of birth shall determine who the senior employee is.

6. Seniority shall prevail in matters concerning layoffs and recalls. The laid-off employee is responsible for maintaining a current address with the Department. If the laid-off employee fails to respond within twenty one (21) calendar days of the postmark of a recall notice, all recall rights will be waived. Such notice shall be sent certified return receipt. Qualified and available permanent employees

shall be recalled before new employees are hired, provided however, recall rights shall not extend beyond twenty-four (24) months from the date of layoff.

ARTICLE 8 - HOURS OF WORK AND OVERTIME

1. During the term of this Agreement, work schedules shall be determined in the best interest of the department by the Chief.

2. Workday and Work Week – The work schedule for an employee shall consist of (5) consecutive eight-hour days followed by two consecutive days of rest or four (4) consecutive 10 hour days followed by three (3) consecutive day of rest. The schedule cycle for the bargaining unit shall contain a combination of 4/3 and 5/2 schedules as deemed appropriate by the Chief of Police. At times when shift change occurs, the work schedule for one week may consist of up to six (6) consecutive eight-hour days followed by a minimum of two (2) consecutive days of rest. The Town agrees to implement the hybrid 7/5 schedule. The 7/5 schedule may be deviated from due to permanent vacancies only. Modifications may occur by mutual agreement by the Town and the Union.

3. Overtime - All hours worked in excess of eight (8) hours per day in a five day work week, or ten (10) hours per day in a four day work week, or forty (40) hours per week shall be paid at one point five (1.5) times the normal hourly rate. For overtime purposes, time spent on private work details shall not be counted in determining the numbers of hours worked.

4. Any full-time regular employees covered by this Agreement, required by the Department to testify in Court or Hearing during off-duty hours, shall be entitled to a minimum of three (3) hours at the employee's overtime hourly rate of pay. Court time worked in excess of three (3) hours shall be paid at the employee's overtime hourly rate for actual time. Any Court or Hearing fees paid shall be endorsed over to the Town.

Full-time employees who are called back to work after the conclusion of their regular workday shall be paid for a minimum of two (2) hours of service at the rate of one point five (1.5) times the employee's normal hourly rate. If the need for services is less than two (2) hours, an employee's supervisor may, but shall not be compelled to, release the employee from further duty before the conclusion of the two (2) hour minimum time span. The employee will be guaranteed two (2) hours pay at one point five (1.5) times the normal hourly rate upon arrival at the workplace. If the employee is required to be called back more than once during a single two (2) hour period, the employee shall only be paid for one call back period. This section does not apply to scheduled overtime, call back times annexed to the beginning of the work shift, to hold-over time annexed to the end of the work shift, or telephone calls that do not require the officer to report to work.

5. Hours paid but not worked shall be counted in determining hours worked for the purpose of computing overtime pay.

6. Each employee is entitled to a lunch break of forty-five (45) minutes and is entitled to one (1), fifteen (15) minute coffee break. Employees will remain available for emergency and back log calls.

7. Overtime, other than required to complete normal duty requirements, shall be assigned by the Chief. This includes assignments to fulfill any department commitments.

ARTICLE 9 - PROMOTIONS/ASSIGNMENTS/ADVANCEMENTS

1. Eligibility Criteria for Promotions:

   a. Employees must have two (2) years or more experience as a full time police officer with the Amherst Police Department to be eligible to apply for promotion.

   b. Applicants past performance in the law enforcement field must be free of any serious disciplinary action within the last two (2) years. "Serious disciplinary action" is defined as any action resulting in an officer's suspension from duty without pay.

2. Applicants must receive a seventy percent (70%) or higher grade on the written examination, selected by the Chief of Police.

3. Applicants must receive a seventy percent (70%) or higher grade on the oral examination from members of the Oral Board selected by the Chief of Police.

4. The promotion score shall be computed as follows:

Written Exam	45%
Oral Exam	45%
Chief's Recommendation	10%

5. One point shall be added to the combined scores for each year spent with the Amherst Police Department, up to ten years. For each subsequent year, after ten, the candidate shall receive half a point per year.

6. The final selection is to be made by the Board of Selectmen from the list of qualified candidates as submitted by the Chief of Police to the Board.

7. The criteria for advancement to the rank of Senior Patrolman, which shall be one grade above patrolman, shall be that the officer has:

   a. Satisfied all criteria for eligibility for promotion (Section 1).

      1. Passed the written exam

      2. Passed the oral exam

   b. Completed final step at patrolman level.

8. Senior Patrolmen will perform decision making and other supervisory duties in the absence of superior officers.

9. The criteria for the assignment to the Patrolman/Investigator position is as follows:

a. Satisfied all criteria for eligibility for promotion. (Section 1)

b. Satisfactorily passed the written exam of the promotion process.

c. Selected from a screening process determined by the Chief of Police.

10. Employees in the position of Patrolman/Investigator shall be paid at the equivalent step in the senior patrolman grade.

11. Individuals assigned to the Patrolman/Investigator position are advanced to the senior patrolman grade only for the duration of the assignment, unless he/she is currently in the grade.

12. School Resource Officer Assignment.

a. Eligibility for Assignment Selection:

1. Must have two (2) years' experience as a full-time police officer.

b. Assignment Selection Process:

1. All eligible officers will submit a letter of interest to the Chief of Police within two (2) weeks of the date the assignment is posted.

2. All interested officers who have met the eligibility for Assignment Selection (Section A) will participate in the process as determined by the Chief of Police.

c. Duration of Assignment:

1. The duration of the School Resource Officer assignment is at the sole discretion of the Chief of Police.

Article 10 – Salaries

1. The Town of Amherst and the Union agree to adopt the salary matrix attached hereto as Appendix A.

2. Effective July 01, 2014, employees will receive a 2.5% COLA.

3. Effective July 01, 2015, employees will receive a 2.0% COLA.

4. Effective January 01, 2016, employees will receive a 1.25% COLA.

5. Effective July 01, 2016, employees will receive a 1.25% COLA.

6. All employee's except probationary Patrolmen, shall move to the next step on their anniversary date. Probationary Patrolmen shall move to Step 2 upon certification and to Step 3 after one (1) year of service.

7. Beginning 7/01/2014 through 6/30/2017, employees who have been promoted shall move to the lowest step in the higher pay grade that will afford the employee a pay raise. The employee will then move to the next step in the new pay grade on his/her next anniversary date.

8. Longevity: The Town recognizes the value of long-time employees, and employees who have completed six (6) years of continuous service with the Department and have reached the top of the labor grade step system are eligible for a longevity bonus.

- Employees completing (6) years of continuous service shall be paid a longevity bonus of $350.00
- Employees completing (10) years of continuous service shall be paid a longevity bonus of $750.00
- Employees completing (15) years of continuous service shall be paid a longevity bonus of $1,000.

Longevity bonuses shall be paid during the second week of December each year. Termination between July 1st and December 15th will include longevity due the employee. The cut-off date for purposes of computing eligibility for longevity pay will be December 31st of the year in which longevity is paid.

9. The Town will provide employees with the option of direct deposit for their paychecks.

ARTICLE 11 - OUTSIDE WORK DETAILS

1. The Officer shall be paid at the rate of 1.5 times the normal hourly rate of the Senior Patrolman's maximum hourly rate for outside details.

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

a. If the work is canceled prior to one hour before the Officer is to report for duty, or;

b. If the detail is offered for a lesser number of hours in advance of the assignment, or;

c. If the detail is taken as a split shift and is canceled after four (4) hours, the employee on the second (2nd) shift shall be paid only for hours worked.

3. All outside details shall be offered to permanent qualified sworn personnel (including the Lieutenants and Chief who are outside the Bargaining Unit) before being opened to other sworn personnel. The Chief of Police shall have the ability to assign employees to detail assignments in the event that they are not voluntarily filled.

4. The Chief will determine, in coordination with the outside employer, the manner the outside work detail is to be performed. This shall include manner of dress, duties and responsibilities.

5. Under no circumstances will the taking of private details interfere with duty requirements, including court appearances.

a. Officers will not sign for any detail which will not allow ample time to report for scheduled duty.

b. Officers shall not sign for details which are to be performed prior to scheduled duties that exceed four (4) hours.

c. Officers will not sign for extended details, after completion of their regular shifts, which will prevent the individual from getting sufficient rest to satisfactorily perform his/her normal duties.

Any exceptions to the above require approval of the Chief of Police.

ARTICLE 12 - HOLIDAYS

1. The following eleven (11) paid holidays are allowed the unit employees:

New Year's Day	Memorial Day	Veteran's Day
Washington's Birthday	Independence Day	Thanksgiving Day
Civil Rights/MLK day	Labor Day	Columbus Day
Christmas Day	Employee's Birthday	

2. Employees who do not work on a holiday shall be paid for eight (8) hours at their regular straight time rate. Employees who work on a holiday shall be paid the aforesaid eight (8) hours at their regular straight time rate and in addition shall be paid one and one-half (1 1/2) times their straight time rate for hours actually worked on the holiday.

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

4. Employees shall be entitled to the holiday pay referred to in Section 1 if they worked their last scheduled work day preceding and their first scheduled work day following the particular holiday, or are on a paid leave on those days.

5. The employee's birthday shall be a holiday for the purpose of pay. That is, the employee shall be paid in accordance with the existing holiday policy; on the month and day which she/he was born.

ARTICLE 13 - MILITARY SERVICE

Any full time employee is entitled to ten (10) days leave with pay annually for duty with the reserve components of the Armed Forces of the United States of America or the New Hampshire National Guard. This shall not affect the employee's annual vacation. The Town will pay a full time employee for such service in the military the difference between the military earnings and regular pay for the period. In order to qualify for this payment, the employee must first submit documentation verifying the amount received from the military. This Article shall not apply to employees ordered to extended active duty.

ARTICLE 14 - LEAVES OF ABSENCE

Employees may be granted unpaid leave of absence at the sole discretion of the Chief of Police. Denial of such leaves by the Chief of Police shall not be arbitrary or capricious.

Employees shall be granted five (5) days of paid leave of absence in the case of the death of a mother, father, spouse, child or step-parent. An employee shall be granted three (3) days of paid leave of absence in the case of the death of a brother, sister, grandparent, grandparent-in-law, and father and mother-in-law. An additional two (2) days of leave (paid or unpaid) may be granted at the sole discretion of the Chief of Police. An employee may be granted up to two (2) days of leave (paid or unpaid) due to the death of any other individual.

With prior approval of the Chief of Police, employees shall be granted two (2) personal leave days per year which may be taken at any time during the year. Such approval shall not be unreasonably withheld.

Personal Days Incentive: Employees shall receive one hundred percent (100%) payback on unused personal day(s) as of the employee's anniversary. This shall be paid in the month following the employee's anniversary.

ARTICLE 15 - UNIFORM ALLOWANCE

1. During the term of this Agreement, the following uniform allowance shall be in effect:

   a. Officers, performing patrol duties, shall be issued the following items in quantities indicated:

Nomenclature	Quantity
Hat	1
Badges	2
Cap, Plate	1
Collar, Brass	2 Pair
Shirt, Short Sleeve	6
Shirt, Long Sleeve	6
Trousers	4
Jacket, Light Weight	1
Jacket, Winter	1
Raincoat, w/Hat Cover	1
Vest, Traffic	1
Vest, Bullet Proof	1
Weapon	1
Belt, Sam Brown	1

Holster	1
Pouch, Ammunition	1
Holder, Night Stick	1
Handcuffs	1
Handcuff Case	1
Winter Gloves	1 Pair

2. All officers are to be held responsible for issued items and will replace any lost items at no expense to the Town. Officers will not utilize items issued to other personnel for the purpose of making up shortages.

3. Any officer assigned to full-time duties, requiring the wearing of civilian clothing, shall be given a $600.00 clothing allowance to purchase appropriate attire within sixty (60) days of the appointment. The employee shall then be given an allowance of $400.00 payable to the employee annually on or before July 1, of the given year. No additional $200.00 allowance shall be paid until one year after payment of the original $600.00 allowance.

4. The Town will reimburse a newly hired employee for up to $100.00 for the purchase of department approved footwear and up to $35.00 for department approved winter gloves. Employees covered by this contract may seek reimbursement once in any 12-month period. Reimbursement will be approved by the Chief of Police upon presentation of a valid purchase receipt.

5. The Department shall replace any issued equipment damaged in the line of duty or by fair wear and tear. This shall be at no cost to the officer.

6. The Town of Amherst shall provide cleaning at no expense to the officer for issued uniforms or civilian attire, if required to wear on a full time basis.

ARTICLE 16 - VACATIONS

1. Vacation leave shall be earned by the employees based on employment date. It shall be paid at regular straight time rate.

2. Employees having completed twelve (12) months of service will be eligible for 80 hours of vacation. Employees having completed five (5) years of service will be eligible for 120 hours of vacation. Employees having completed ten (10) years of service will be eligible for 160 hours of vacation. Employees having completed fifteen (15) years of service will be eligible for 200 hours of vacation. For purpose of clarification, this means that an employee in his sixth (6th) year of service may take 120 hours of vacation.

3. No employee shall take less than one (1) week, nor more than two (2) weeks of vacation at any one time, provided, however, vacation may be taken in smaller increments at the sole discretion of the Chief of Police.

4. Vacation time may be carried over to the following year subject to the following restrictions:

a. All but first year employees must use at least 80 hours of vacation annually. If the required 80 hours of vacation are not used annually, they will be forfeited, excepting instances where the employee is denied by the town the opportunity to use any portion of the 80 hours. Those hours that the employee is denied the opportunity to use by the town will not be forfeited.

b. No employee may accumulate more than 200% of their then current annual vacation accrual (example – an employee earning 80 hours per year cannot carry more than 160 hours total).

c. Beginning on July 1, 2011, vacation in excess of the above accrual limit will be paid to the employee in the month following their individual anniversary date, at straight time.

5. Each employee may request his/her vacation preference by March 1st of each year. Vacation preferences received prior to March 1st shall be granted based on seniority. After March 1st, vacation requests shall be granted on a first-request basis and shall normally be submitted to the Chief of Police a minimum of three (3) weeks prior to the days requested. Waivers of the three (3) week requirement shall be granted at the sole discretion of the Chief of Police. After consultation with the employee to determine preferences to resolve conflicting dates and with due regard to employee's seniority and other departmental priorities, the Chief will enter the employee's vacation on the schedule. The vacation schedule for the Department will be determined at the sole discretion of the Chief.

6. In the event of voluntary resignation, layoff, retirement or death, the eligible employee, his/her designated beneficiary, or his/her estate shall be entitled to payment for all unused vacation.

ARTICLE 17 - DUES DEDUCTION

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

2. Members of the Bargaining Unit who elect not to join the Union shall pay a fair share fee to the Union. The fair share fee may not exceed the actual membership dues and shall cover the costs of negotiating and maintaining this Agreement. The method of deduction provision of Section 1 of this Article shall be likewise applicable to this Section, as shall the hold harmless provision.

ARTICLE 18 - DISCIPLINE AND TERMINATION FOR CAUSE

1. All disciplinary actions shall be taken in a fair manner and shall be consistent with the infractions for which disciplinary action is being taken.

2. Any employee suspended or discharged shall be provided with a written statement of the reason(s) for the action taken

3. Disciplinary actions will normally be taken in the following order:

a. Verbal Warning

b. Written Warning

c. Probation

d. Suspension without Pay

e. Discharge

Refer to the Department Employee Discipline Policy.

4. No employee shall be penalized, reduced in rank, disciplined, suspended or discharged without just cause.

5. Employees who are absent from work for more than five (5) working days and who have not been granted a leave of absence during that period, or who do not present justifiable evidence showing they were unable to report, shall be deemed to have quit.

6. The personnel record of an employee shall be a reflection of his/her service with the Police Department. After three (3) years from the date of any disciplinary action, the record of that action shall be considered stale. That is, the record of any disciplinary action shall not be used against the employee if a period of three (3) years has elapsed.

ARTICLE 19 - GRIEVANCE PROCEDURE

1. Definition: A grievance under this Article is defined as an alleged violation of any of the provisions of this Agreement.

NOTE: An employee who has a "complaint" must take up the complaint with his/her immediate supervisor verbally before he/she can process the complaint as a formal grievance. The immediate supervisor shall give his/her answer within three (3) days (except weekends and holidays). It is anticipated that nearly all complaints can be resolved informally without grievance.

2. Procedure: 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, the relief requested and the extent to which the grievant has sought an informal adjustment of the grievance.

Step One: An employee desiring to process a grievance must file a written statement of the grievance to the Police Chief no later than ten (10) days after the employee knew the facts on which the grievance is based, and in no case more than six (6) months from the occurrence. The Police Chief shall meet with the employee and Union Steward within ten (10) days following receipt of the notice and shall give a written decision within five (5) days thereafter.

Step Two: If the employee or the Union is not satisfied with the decision of the Police Chief, he/she may file, within five (5) days following the receipt of the Chief's decision, a written appeal with the Town Administrator setting forth the specific reasons why he/she believes the grievance is valid. Within ten (10) days following receipt of the appeal, the Town Administrator shall issue a written decision or schedule a meeting. Said meeting shall be held no later than ten (10) days following receipt of the appeal and written decision shall be rendered within five (5) days thereafter. By mutual agreement, an additional ten (10) days may be added to this step to hold the meeting.

Step Three: If the employee or the Union is not satisfied with the decision of the Town Administrator, the Union may file, within twenty (20) days following the receipt of the decision of the Town Administrator file an appeal with the Board of Selectmen setting forth the specific reasons why he/she believes the grievance is valid. 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 and written decision shall be rendered within five (5) days thereafter.

Step Four: If the employee or the Union is not satisfied with the decision of the Board of Selectmen, the Union may file, within twenty (20) days following the receipt of the decision of the Board of Selectmen, a request for arbitration to the New Hampshire Public Employees Labor Relations Board under its rules and regulations, unless the parties agree to otherwise select an arbitrator. The arbitrator shall not have the power to add to, ignore or modify any of the terms or conditions of this Agreement, nor shall said arbitrator have the power to hold hearings for more than one grievance, that is, multiple grievances before the same arbitrator will not be allowed. His decision shall not go beyond what is necessary for the interpretation and application of express provisions of this Agreement. The arbitrator shall not substitute his judgment for that of the parties in the exercise of rights granted or retained by this Agreement. The decision of the arbitrator shall be final and binding on the parties

3. The fees and expenses of the PELRB and the arbitrator shall be borne by the losing party. The parties further agree should the grievance be resolved after the arbitrator's cancellation date, any fees and expenses shall be shared equally by the parties.

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

5. Failure of grievant to abide by the time limits set out in this Article shall result in the grievance being deemed abandoned.

ARTICLE 20 - MISCELLANEOUS

The Union may post notices on bulletin boards or an adequate part thereof in places and locations where notices usually are posted by the Department for employees to read. All such notices

shall be on the Union stationary, signed by an official of the Union, and shall only be used to notify employees of matters pertaining to Union affairs. The notices may remain posted for a reasonable period of time. No material shall be posted which is inflammatory, profane, or obscene, or sensitive or which constitutes election campaign material for or against any person, organization or faction thereof.

ARTICLE 21 - SAFETY/EQUIPMENT

The Department shall have the right to make regulations for the safety and health of its employees during their hours of employment. Representatives of the Department and the Union may meet once in ninety (90) days at the request of either party to discuss such regulations.

ARTICLE 22 - EMPLOYEE BENEFITS

1. The Town shall provide the following benefits to each employee; in the event the benefit involves insurance coverage, the Town reserves the right to select the carrier.

2. Life Insurance - In the amount of the employee's base annual salary, (round to the nearest $1,000.00) payable in the event of death of an employee to a beneficiary designated by the employee. This insurance becomes effective after thirty (30) days employment.

3. Workers' Compensation Insurance - Covering the Town's statutory liability for injuries to the employee arising out of, and in the course of, their employment.

4. Short Term Disability Insurance - Providing weekly indemnity for off the job health problems after a seven (7) day waiting period and up to one hundred eighty (180) days of disability. The amount of the indemnity shall be sixty-six percent (66%) of the basic weekly salary.

5. Long Term Disability Insurance - Providing weekly indemnity for off the job health problems after one hundred eighty (180) days. The amount of indemnity shall be sixty-six percent (66%) of the basic weekly salary.

6. Health Insurance –The Town shall provide the following health insurance plans for Union members:

- PPO High Option Plan with $15 Co-Pay, Rx $0/20/$30 Retail (30 Days), Rx $0/20/$30 Mail (90 Days).
- HMO High Option Plan with $5 Co-Pay, Rx $0/20/$30 Retail (30 Days), Rx $0/20/$30 Mail (90 Days).
- POS High Option Plan with $5 Co-Pay, Rx $0/20/$30 Retail (30 Days), Rx $0/20/$30 Mail (90 Days).
- POS Low Option Plan with a $500 deductible per member or $1500 per family (paid by the Town of Amherst) and a $15 Co-Pay, Rx $10,$30,$50.
- HMO Low Option Plan with a $500 deductible per member or $1500 per family, (paid by the Town of Amherst), and a $15 Co-Pay, Rx $10,$30,$50.

Any future health insurance plans offered to the bargaining unit will contain a schedule of benefits and benefit handbook which will meet or exceed the benefits, coverage, and services of the current plans in effect mentioned in the collective bargaining agreement as of June 30, 2013, referenced by model number below:

HMO High Schedule of Benefits K8F, 07/12 MD0000001308

POS High Schedule of Benefits K5F, 07/12 MD0000001304

PPO High Schedule of Benefits L1F, 07/12 MD0000001345

HMO Low Schedule of Benefits K9F, 07/12 MD0000001310

POS Low Schedule of Benefits K6F, 07/12 MD0000001306

a. Further, incorporated by reference shall be the Benefit Handbook for the aforementioned plans. The POS Low option and HMO Low option handbooks are identical to the High option handbooks. Signed copies will be available for the Town of Amherst and the Bargaining Unit.

b. The parties agree that any change to the current health care benefits shall be by mutual agreement.

c. The Town and the Union shall mutually agree upon all facets of Health care insurance prior to implementation of any new carrier or program or change.

d. The premium distribution shall be as follows:

	7/1/14	7/1/15	7/1/16
	Employee/Employer	Employee/Employer	Employee/Employer
PPO	23% - 77%	23% - 77%	23% - 77%
POS (H)	14% - 86%	15% - 85%	17% - 83%
HMO (H)	11% - 89%	12% - 88%	14% - 86%
POS (L)	12.5% - 87.5%	13.5% - 86.5%	15.5% - 84.5%
HMO (L)	9.35% - 90.65%	10.35% - 89.65%	12.35% - 87.65%

7. Alternatively, current employees may elect individually to move to the health insurance plans currently offered as of January 1, 2011, to non-union employees of the town, with existing contribution rates of 8.35% of premium for the HMO plan, and 11.5% of premium for the POS plan.

8. All future employees will be offered only the health insurance plans currently offered as of January 1, 2011, to the non-union employees of the town, with existing contribution rates of 8.35% of premium for the HMO plan and 11.5% of premium for the POS plan.

9. Health Insurance Stipend – An employee eligible for group health insurance who is covered by his/her spouse's group health insurance through his/her employer (other than the Town), or has other existing health insurance, may elect to receive a taxable stipend equal to fifty percent (50%) of the Town's cost of the premium of the least costly plan offered as of July 1, 2012, in lieu of carrying duplicate coverage through the Town. The stipend is based upon the level of the plan that the employee is eligible, i.e., 1-Person, 2-Person, or Family. Proof of insurance and a completed Health Insurance Stipend Agreement is required on an annual basis. The rates are as follows:

Single = $3620.60 Two-Person = $7233.33 Family = $9761.67

10. Dental Insurance - Providing NE Delta Dental coverage or equivalent, A - 100%, B - 80%, C - 50%, $25.00 deductible; $1,000 maximum per person per contract year. The Town will pay the amount equivalent to one hundred percent (100%) of the single person premium. In addition, the Town will pay ninety percent (90%) of the premium cost above the single plan for two person and family membership. The Town will offer Delta Dental Group 1 to the bargaining unit. All costs above and beyond standard plan will be paid by the employee.

11. Liability Insurance - Through a General Liability Insurance Policy currently in effect.

12. Retirement - The Town shall pay its share of the cost of employee participation in the New Hampshire Retirement System.

13. Sick Leave

a. Sick leave shall be earned at the rate of point six (0.6) of a day per month of employment up to a maximum of seven (7) sick leave days per year. Sick leave may accumulate to thirty (30) days.

b. Sick Leave Incentive: Employees may, as of their respective anniversary date, receive a fifty percent (50%) pay back, rounded down to the nearest day, for unused sick leave until such time as the maximum accumulation has been reached, such pay back applies only to the year involved and not to the total accumulation of unused sick leave. Time not paid shall go towards the employee's maximum accumulation. Once an employee has reached maximum accrual all unused sick leave shall be paid at one hundred percent (100%). Payment shall be made in the month following the employee's anniversary date.

c. Maximum Accrual (Sick Bank): Employees may accumulate up to 240 hours of sick leave in their "sick bank." The sick bank is intended to assist the employee during long periods of illness or injury and can be used to supplement both Short-Term and Long-Term disability. Maximum Accrual is not paid upon termination of employment.

d. Employees may use sick leave benefits for an absence due to their own illness or injury or that of a family member who resides in the employee's household.

e. Employees may use up to two (2) sick days per year as personal days.

14. Educational Incentive - Employees with an Associate's degree shall receive an annual amount of Five Hundred Dollars ($500) payable in equal bi-weekly installments throughout the year;

employees with a Bachelor's degree shall receive an annual amount of One Thousand Dollars ($1,000) payable in equal bi-weekly installments throughout the year; employees with a Master's degree shall receive an annual amount of One Thousand – Five Hundred Dollars ($1,500) payable in equal bi-weekly installments throughout the year. The parties agree that new hires shall not be eligible for any educational incentive payment during that employee's probationary period and until that employee has successfully completed his/her probationary period as set forth in Article 7, Section 1. All degrees must be from an accredited college or university.

15. Educational Allowance Policy - It is the policy of the Town to provide an educational allowance to the full time employees in accordance with the following guidelines:

a. The educational allowance will be provided only for courses which the Selectmen determine are applicable to the employee's present job. Therefore, in order to guarantee reimbursement, requests for the educational allowance must be approved by the Chief of Police prior to enrollment. Employees should have the support of their department head prior to submitting a request.

b. The Selectmen's review of an educational allowance, will include but not be limited to, the following factors:

1. The nature and purpose of the study;
2. The benefits to be derived by the employee and the Town;
3. The level of responsibility and length of service of the employee; and
4. Lost time while program is being attended.

c. To qualify for the educational allowance, the employee must have completed one year of service with the Town and must meet the educational, professional or any other prerequisites.

d. The typical number of classes an employee shall be eligible for reimbursement per Calendar year is two (2), with prior approval. Additional classes may be eligible for reimbursement dependent on prior approval and the availability of funds.

e. In an effort to encourage academic excellence, the Town of Amherst will provide a performance based reimbursement for educational assistance based on GPA as follows:

Course Grade	Percent Reimbursement	Max Amount (Under Grad/Grad)
A+ - A-	(4.0 to 3.7 GPA) 75%	$598.50/1095.00
B+ - B-	(3.3 to 2.7 GPA) 50%	$399.00/730.00
C+ - C-	(2.3 to 2.0 GPA) 25%	$199.50/365.00

Employees who take courses at the specific request of management, may be reimbursed for all costs in advance.

f. Upon completion of the course, the employee shall submit a certified transcript of grades and a receipt for the expense incurred, the Town will reimburse the employee for expenses incurred for tuition, textbooks, registration and fees.

g. An employee who voluntarily leaves Town service less than six months after completion of the course, will be required to reimburse the Town for the educational allowance prior to or at issuance of their last paycheck.

16. Prescription and Vision Insurance - The Town will make available group prescription and vision insurance at cost to the employee should the Union ask for such plan and said plan is available.

ARTICLE 23 - MANAGEMENT'S RIGHTS

1. The parties agree that all the rights and responsibilities of the Town which have not been specifically provided for in this Agreement are retained in the sole discretion of the Town whose right to determine and structure and goals, purpose, functions and policies of the Town which shall include but not be limited to the following:

a. The right to direct employees, to determine qualifications, promotional criteria, hiring criteria, standards for work, and to hire, promote, transfer, assign, retain employees in positions; and to suspend, demote, discharge or take other disciplinary actions against an employee; and

b. The right to relieve an employee from duty because of lack of work or other legitimate reasons; and

c. The right to take such action, as in its judgment, it deems necessary to maintain the efficiency of Police Department operations; and

d. The right to determine the means, methods, budgetary and financial procedures, and personnel by which the Police Department operations are to be conducted; and

e. The right to take such actions as may be necessary to carry out the missions of the Police Department in case of emergencies; and

f. The right to make rules, regulations, and policies not inconsistent with the provisions of this Agreement and to require compliance therewith; and

g. The right to sub-contract.

2. It shall be the right of the Union, however, to present and process grievances of its members whose wages, working conditions or status of employment are changed in violation of this Agreement as a result of Management's exercising the above mentioned rights.

ARTICLE 24 - STABILITY OF AGREEMENT

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

ARTICLE 25 - FAMILY AND MEDICAL LEAVE POLICY

Pursuant to the provisions of the Family and Medical Leave Act of 1993, effective August 5, 1993, the Town of Amherst will allow all eligible employees up to twelve (12) weeks of unpaid job-protected leave each year for specified family and medical reasons. This leave is granted with the continuation of health benefits if insurance was provided before the leave was taken. The continuation of health insurance is based on the same terms as if the employee had continued to work.

Definitions and Pertinent Terms:

1. Eligible Employee is an employee who has worked for at least twelve (12) months and has worked at least 1250 hours over the previous twelve (12) months. The 1250 hours shall include only hours worked, not sick, vacation, personal, or overtime hours.

2. Leave Year is the twelve (12) month period measured forward from the date an employee uses any FMLA leave.

3. Specified Family and Medical Reasons are:

   a. For the birth or placement of a child by adoption or foster care;

   b. To care for an immediate family member (spouse, child or parent) with a serious health condition; or

   c. To take medical leave when the employee is unable to work because of a serious health condition.

4. Parent is defined as direct parent but not a parent "in-law".

5. Son or Daughter shall mean a biological, adopted or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is (a) under eighteen (18) years of age; (b) eighteen (18) years of age or older and incapable of self-care because of a mental or physical disability.

6. Serious Health Condition shall mean an illness, impairment, or physical or mental condition that involves:

a. Any period of incapacity or treatment connected with inpatient care (i.e. an overnight stay in a hospital, hospice, or residential medical care facility);

b. Any period of incapacity requiring absence of more than three (3) calendar days from work, school, or other regular daily activities that also involves continuing treatment by (or under the supervision of) a health care provider; or

c. Continuing treatment by (or under the supervision of) a health care provider for a chronic or long-term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than three (3) calendar days, and for prenatal care.

7. Job Protection - Upon return from FMLA leave, an employee must be restored to his/her original job, or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions.

8. Personal Medical Leave Period - Employees who request FMLA leave for personal medical reasons shall be required to use available sick time as part of the twelve (12) weeks of leave available. FMLA leave for personal medical purposes will not interfere with the short term and long term disability insurance programs offered to full time Town employees. The time out on short term, long term or worker's compensation status shall count towards the twelve (12) weeks of leave available per year. The employee may continue to use available sick hours to supplement their wage payments from various compensation programs.

9. Intermittent Leave - Allows an employee to take leave by reducing the usual number of hours per day or work week.

LEAVE APPLICATION PROCESS

Leave for Child Care

Any employee who wishes to make application for Family Leave under this section shall put their request in writing to their respective Department Head at least thirty (30) days prior to the anticipated date that the leave will begin. This leave period may be taken as unpaid and/or paid leave (subject to conditions outlined in the Amherst Police Department Contract) with the total combined paid and unpaid leave time not to exceed twelve (12) weeks following the date of the birth, adoption or placement of a child in the home. Any leave time taken under this section must be completed within twelve (12) months of the birth, adoption or placement of a child. Unless medically necessary, all leave shall be taken as complete days and weeks unless approval is granted by the Department Head and Board of Selectmen for an intermittent or reduced work schedule.

In an instance where both parents work for the Town, the family is entitled to a total of twelve weeks of leave in the twelve (12) months following the eligible event.

Leave for Serious Illness on the Part of Employee

An employee who wishes to make an application for medical leave under this heading shall be required to give thirty (30) days' notice of the need for leave if the need is foreseeable. In the instance where the leave is requested for planned medical treatment, the employee is required to schedule treatment so that it will not unduly disrupt the employer's operation. With the request for leave, the employee shall submit a medical certification to support the application.

In the event that the need for leave arises from an emergency illness or medical need, the employee is responsible for notifying their Department Head at the earliest possible time but not later than their next regularly scheduled work day. Notification of any other individual, other than their respective department head, will jeopardize the leave request. As soon as possible following the emergency, the employee will be responsible for submitting medical certification in support of the leave request.

The employee may use a combination of paid and unpaid leave using existing sick time, vacation time, personal time and disability insurance for the twelve (12) week period. If medically necessary, an employee may use intermittent leave to reduce the usual number of hours per day or work week.

The Town reserves the right to request a second or third medical opinion to support the leave request and also reserves the right to request periodic re-certifications during the leave period. The Town will be responsible for the cost of any added medical opinions. In addition, the Town reserves the right to periodically confirm with the employee of their intent to return to work following the leave.

Leave for Serious Illness on the Part of an Immediate Family Member or Parent

An employee who wishes to make an application for medical leave under this heading shall be required to give thirty (30) days' notice of the need for leave if the need is foreseeable. In the instance where the leave is requested for planned medical treatment, the employee should make every effort to schedule treatment so that it will not unduly disrupt the employer's operation. With this request, the employee shall submit a medical certification to support the application. The employee may use a combination of paid and unpaid leave using existing vacation time or personal time for the twelve (12) week period. If medically necessary, an employee may take reduced leave to reduce the usual numbers of hours per day or work week.

In the event that the need for leave arises from an emergency illness or medical need, the employee is responsible for notifying their Department Head at the earliest possible time but no later than their next regularly scheduled work day. Notification of any other individual, other than their respective Department Head, will jeopardize the leave request. As soon as possible following the emergency, the employee will be responsible for submitting medical certification in support of the leave request.

The Town reserves the right to request a second or third medical opinion to support the leave request and also reserves the right to request periodic recertification during the leave period. The Town will be responsible for the cost of any added medical opinions. In addition, the Town reserves the right to periodically confirm with the employee of their intent to return to work following the leave.

ARTICLE 26 RETIREMENT SPIKING PROTECTION

1. Notwithstanding any other provision in this agreement, any payment to an employee otherwise due upon his/her retirement shall be reduced by such amount as is necessary to prevent the Town from being assessed by the New Hampshire Retirement System under RSA 100-A:16 III-a. Any such reduction will be paid to the employee one day after the date necessary to prevent the Town from being assessed by the New Hampshire Retirement System under RSA 100-A:16 III-a. In the event of a legislative change resulting in a reduction of the 125% cap that would apply to this contract, the parties will continue to apply this provision on the basis of a 125% cap until they negotiate a change to this provision.

DURATION OF AGREEMENT

This Agreement shall be in full force and effect when executed and shall expire on June 30, 2017.

For AFSCME, Local 3657

Dated 06-2-14

Dated 6/2/14

Dated

Dated

Dated

for the Town of Amherst

Dated 6/9/14

Dated 6/9/14

Dated 6/9/14

Dated 6/9/14

Dated 6/9/14

Town of Amherst
Police Department
Grade Step Scale - July 1, 2014 - June 30, 2017

Appendix A

	Grade	Cola	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Effective 07/01/13 0% Cola										
Patrol Officer	9	0.00%	20.39	21.24	22.13	23.05	24.01	24.51	25.00	25.50
Detective / Sr. Patrolmen	10	0.00%	21.79	22.69	23.64	24.22	25.23	25.74	26.27	26.80
Police Sergeant	14	0.00%	26.46	27.58	28.72	29.43	30.64	31.28	31.91	32.55
Effective 07/01/14 2.5% Cola										
Patrol Officer	9	2.50%	20.90	21.77	22.68	23.63	24.61	25.12	25.63	26.14
Detective / Sr. Patrolmen	10	2.50%	22.33	23.26	24.23	24.83	25.86	26.38	26.93	27.47
Police Sergeant	14	2.50%	27.12	28.27	29.44	30.17	31.41	32.06	32.71	33.36
Effective 07/01/15 2.0% Cola										
Patrol Officer	9	2.00%	21.32	22.21	23.14	24.10	25.10	25.63	26.14	26.66
Detective / Sr. Patrolmen	10	2.00%	22.78	23.72	24.72	25.32	26.38	26.91	27.47	28.02
Police Sergeant	14	2.00%	27.66	28.83	30.03	30.77	32.03	32.70	33.36	34.03
Effective 01/01/16 1.25% Cola										
Patrol Officer	9	1.25%	21.58	22.48	23.43	24.40	25.42	25.95	26.46	26.99
Detective / Sr. Patrolmen	10	1.25%	23.07	24.02	25.02	25.64	26.71	27.25	27.81	28.37
Police Sergeant	14	1.25%	28.01	29.20	30.40	31.15	32.43	33.11	33.78	34.46
Effective 07/01/16 1.25% Cola										
Patrol Officer	9	1.25%	21.85	22.77	23.72	24.71	25.73	26.27	26.80	27.33
Detective / Sr. Patrolmen	10	1.25%	23.35	24.32	25.34	25.96	27.04	27.59	28.16	28.72
Police Sergeant	14	1.25%	28.36	29.56	30.78	31.54	32.84	33.53	34.20	34.89

6/13/14

6/13/14