

**AGREEMENT BETWEEN
THE TOWN OF AUBURN**

and

AUBURN POLICE UNION, NEBPA LOCAL #216

APRIL 1, 2022 – MARCH 31, 2027

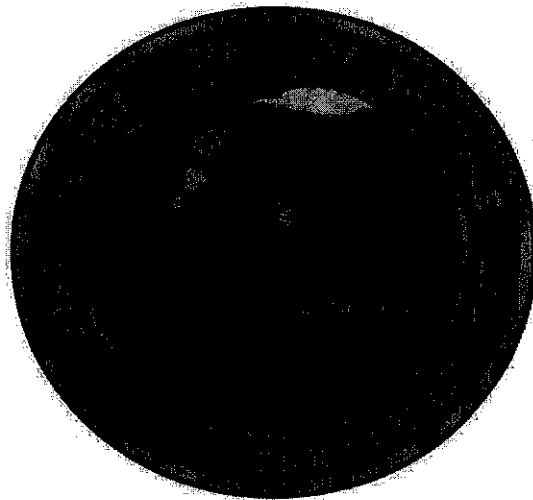


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ARTICLE 1
AGREEMENT, PURPOSE AND NON-DISCRIMINATION

1.1 Purpose

This Agreement is entered into by and between the Town of Auburn the ("Town"), the Town of Auburn Board of Police Commissioners (the "Commission") and the Auburn New Hampshire Police Union, New England Police Benevolent Association (NEBPA), Local #216 (the "Union") for the purpose of setting forth the agreements reached between the Town and the Union with respect to wages, hours and other terms and conditions of employment.

1.2 Non-Discrimination

The Town and Union agree not to discriminate against any member of the bargaining unit on the basis of race, creed, color, sex, age, religion, sexual orientation, national origin, disability or Union status.

ARTICLE 2
RECOGNITION

- 2.1** The Town recognizes the Union as the sole and exclusive bargaining representative, pursuant to RSA 273-A and PELRB Decision No. 2012-178, for a bargaining unit of all full-time and part-time Police Officers and Sergeants employed by the Town of Auburn. Excluded from recognition or coverage under this Agreement are the Chief of Police, Captain, Lieutenant, Office Manager, Administrative Assistant/Dispatcher, persons employed in a temporary or probationary status and all other employees of the Town of Auburn.
- 2.2** The term "employee" as used herein refers to members of the bargaining unit described above in section 2.1.
- 2.3** All new employees for positions in the bargaining unit shall serve a one (1) year probationary period. All employees who have satisfactorily completed the probationary period shall be known as regular employees.
- 2.4** The Police Commission has the right to discipline and/or discharge a probationary employee and neither the employee individually, nor the Union on behalf of the employee, shall have any recourse under this Agreement.
- 2.5** Employees in probationary status shall be entitled to the same benefits as regular employees, unless otherwise provided in this Agreement.
- 2.6** It is understood that the terms "Town" and "Police Commission" as used herein shall both refer to the public employer and that the use of one term or the other shall not be interpreted as a delegation of any statutory authority from one body to the other.

ARTICLE 3
NO STRIKE

- 3.1** In accordance with the provisions of RSA 273-A the Union agrees that it will not cause, encourage, sponsor or participate in any strike, sit-down, stay-in, stay-out, sick-in, sick-out, work slowdown of any kind, multiple resignations, withholding of services or any curtailment of work or restriction or interference with the operations of the Police Department of the Town of Auburn during the term of this Agreement or during any period following the expiration of this Agreement. In the event of any such activity, the Town shall not be required to negotiate over the merits of any dispute which gave rise to such activity until any and all such activity has ceased. Further, the Town may, at its option, institute any or all legal proceedings it deems appropriate to bring the activity to an end and may seek damages, including legal fees, resulting from the activity.
- 3.2** In the event that any of the prohibited activities described above, or any generically similar activities occur, the members of this Union shall individually and in their capacity as Union Officers immediately call upon each participant and urge an immediate end to such activities. It is understood that any employee violating this Article shall be subject to immediate discharge.

ARTICLE 4
MANAGEMENT RIGHTS

- 4.1** Except as otherwise specifically provided in this Agreement, the management and direction of the Auburn Police Department and all its operations, as well as the means by which those operations are conducted, shall remain the sole and exclusive responsibility of the Town of Auburn and the Auburn Police Commission. All rights and responsibilities not specifically limited by this Agreement shall continue to be the sole and exclusive function of the Town and/or Police Commission. Subject to the provisions of this Agreement, such rights and responsibilities shall include, but not be limited to the following:
- a. to determine the number of employees and hours of work needed to perform the duties of the Police Department;
 - b. to assign work;
 - c. to direct and supervise all work and all operations of the Department;
 - d. to establish, revise and implement standards for the selection, qualification and promotion of employees;
 - e. to establish work rules and rules of conduct and to discipline, suspend, demote or discharge employees; and

f. to adopt and/or revise methods, procedures, material, equipment and standards for the operation of the Department.

4.2 It is understood that nothing in this Agreement shall be interpreted to limit the right of the Police Chief and/or his/her designee to command the Police Department as deemed necessary in the event of an emergency.

ARTICLE 5
UNION BUSINESS

5.1 Within forty-eight (48) hours of its election, the Union shall notify the Chief, the Commission and the Town Administrator of the names and titles of those holding union office.

5.2 If it becomes necessary to hold any hearings related to a grievance during working hours, the grievant and one designated member of the Union shall be allowed to participate in the meeting or hearing with no loss of pay provided that the time spent in each such meeting or hearing shall not exceed one (1) hour without the prior approval of the Chief.

5.3 The Union shall inform the Chief of the names of the employees who will be serving on the Union negotiation team. The Chief will endeavor to schedule the negotiation team so that they are not on duty during the negotiation sessions, provided that up to one employee may be allowed to attend the negotiation session during work hours and without loss of pay, provided that the employee will remain available in the event of an emergency.

5.4 The Union will be provided a bulletin board which will be located in the department in a mutually agreeable location for the purpose of posting union related announcements and business. The Union will be responsible to insure that the bulletin board is used only for union business and shall require the signature of a Union officer on every item posted. The Town reserves the right to remove any item that has not been signed by a Union officer or which is not related to Union business or is deemed to be offensive or inappropriate.

ARTICLE 6
GRIEVANCE PROCEDURE

6.1 Definitions

6.1.1 Grievance

A grievance shall mean a complaint that the Union or Town has interpreted and applied this Agreement in violation of a specific provision thereof. The grievance must cite the specific Article or section of this Agreement that is alleged to have been violated. Any

matter not covered by the terms of this Agreement or reserved by law to the discretion of management is not subject to this Article.

6.1.2 Days

For purposes of this Article, "days" shall mean Monday through Friday, exclusive of legal holidays.

6.1.3 Aggrieved Employee

Aggrieved employee shall mean the employee making the complaint.

6.2 Procedure

6.2.1 Informal Resolution

The parties desire to resolve disputes at the earliest level possible. An employee who has a complaint is encouraged to discuss the issue with his/her immediate supervisor prior to filing a grievance. The employee must bring the issue to the attention of the supervisor within three (3) days of the day that the aggrieved employee became aware, or should have become aware of the event upon which the complaint is based. The employee and the supervisor will attempt to resolve the issue. Any resolution must be consistent with the terms of this Agreement. If a resolution cannot be reached, then the employee may choose to file a grievance under Article 6.2.2.

6.2.2 Formal Resolution

Level 1 - Immediate Supervisor

Within three (3) days of the day that the aggrieved employee became aware, or should have become aware event upon which the grievance is based, or within three (3) days of discussing the issue with the supervisor informally under Article 6.2.1, the aggrieved employee may submit the grievance, in writing, to the supervisor. The supervisor shall respond to the grievance, in writing, within three (3) days of receipt of the grievance.

Level 2 – Police Chief

If the aggrieved employee is not satisfied with the resolution at Level 1, he/she may appeal the decision, in writing, to the Police Chief within five (5) days from receipt of the decision of the supervisor. The Police Chief shall schedule and meet with the aggrieved employee and the supervisor, if appropriate, within eight (8) days from receipt of the grievance. The Police Chief shall respond, in writing within five (5) days of the meeting.

Level 3 – Police Commission

If the aggrieved employee is not satisfied with the resolution at Level 2, he/she may appeal the decision, in writing, to the Police Commission within ten (10) days from

receipt of the decision of the Chief. The Commission shall schedule and meet with the aggrieved employee and the Chief and supervisor, if appropriate, within ten (10) days from receipt of the grievance. The Commission shall respond, in writing, within five (5) days of the meeting. It is agreed that the decision of the Police Commission shall be final and binding on all parties, except for terminations which may be subject to review by the Joint Personnel Board in accordance with Level 4.

Level 4 - Joint Personnel Board

In cases involving termination of an officer (other than as the result of a reduction in force), the officer may appeal the decision of the Police Commission, in writing, to the Town of Auburn Joint Personnel Board within ten (10) days of the decision of the Police Commission. A panel of three (3) members of the Board shall be selected to hear the grievance. The grievant and the Police Chief will each select one (1) member of the Board to serve on the Panel and those two members will select the third member It is agreed that no more than one member of the Police Commission may serve on the Panel. The Panel shall hold a hearing within twenty (20) days from receipt of the grievance. The Police Chief will present the case on behalf of the Town. The grievant may present his or her case or may be represented by the Union. The Panel shall issue its decision, in writing, within ten (10) days of the hearing. The decision of the Panel shall be final and binding on all parties and shall not be subject to further review.

- 6.3** The parties agree that grievances should be resolved as quickly as possible and agree that the time limits set forth in Section 6.2 shall be considered the maximum length of time for responding. Time limits may be extended only by prior written mutual agreement.
- 6.4** The aggrieved party shall have the right to request Union assistance at any step in the grievance process. If the employee requests, the Union will be notified of any meeting scheduled to address the grievance and will be allowed to have a representative present at the meeting. Meetings will be scheduled so as to not interfere with the operation of the Police Department.

ARTICLE 7 **DISCIPLINARY ACTION**

- 7.1** Disciplinary actions may include an oral or written warning or reprimand, suspension with or without pay, reduction in pay, demotion, probation and termination from the Auburn Police Department.
- 7.2** Examples of circumstances which are causes for disciplinary actions are contained in the "General Rules of Conduct" for the Auburn Police Department. It is understood that those rules are examples only and other acts and omissions may also be grounds for disciplinary action.

- 7.3** No disciplinary action will be taken against any officer without just cause. Disciplinary action shall mean verbal or written warning, suspension without pay or discharge. Just cause shall mean that there is sufficient evidence to support the reason for the discipline. It is understood that the discipline need not be imposed in any order but must be appropriate to the offense.

ARTICLE 8
SENIORITY AND REDUCTION IN FORCE

- 8.1** Except as otherwise provided, seniority shall be determined by date of hire in the officer's current rank (Full-time Sergeant, Full-time Patrol Officer, Part-time Officer).
- 8.2** If an employee voluntarily resigns from the department, is terminated or is on a non-job related leave of absence for more than twelve (12) months, he/she shall lose all his/her seniority. An employee who is laid off and subsequently recalled in accordance with Article 8.4 will retain any seniority earned prior to layoff.
- 8.3** In the event the Police Commission determines that a reduction in the number of bargaining unit positions is necessary, the Commission will designate the position, by rank, to be eliminated. The employee with the least seniority in the affected rank will be laid off. An employee who is laid off may bump the least senior employee in a lower rank, provided the bumping employee has more seniority than the employee being bumped.
- 8.4** In the event that a bargaining unit position of the same rank becomes vacant within two years of a reduction in force, employees shall be recalled in the reverse order from which they were laid off. If an employee is offered reemployment, he/she must notify the Chief or designee in writing of his/her intention within two (2) weeks of notification of the rehiring recall opportunity. An employee who declines a recall opportunity will be removed from the recall list. An employee who is laid off for more than thirty (30) days must apply to the Police Standards and Training Council for recertification. If the employee is ineligible for recertification, he/she shall be subject to immediate discharge and such discharge shall not be subject to the Grievance Procedure.
- 8.5** The Department will prepare a seniority list on or about January 1st of each year and provide a copy to the Union for posting on its bulletin board.

ARTICLE 9
PROMOTIONS

- 9.1** The promotional process and promotion of Officers is a fundamental management right that provides for the efficient operation of the department as well as upward movement for qualified candidates.
- 9.2** The Town of Auburn/Police Commission agree that it shall conduct a promotional process that is fair, equitable, job related and nondiscriminatory. Any open bargaining

unit position or promotion shall be posted for at least fourteen (14) days before the promotion process begins and shall be open to any full time Officer that has passed their probationary period.

For promotion to Sergeant and Detective Sergeant, the promotional process will include a written examination and either an Oral Board Interview or an interview with the Police Commission, as determined by the Chief of Police. An applicant must obtain a score of at least seventy percent (70%) on the written examination in order to proceed to the next step.

- 9.3** For promotional opportunities within the bargaining unit, the Chief of Police, shall select the candidate for promotion who the Chief of Police determines is most qualified, subject to approval of the Police Commission. Once the formal scoring is completed, the Commission shall select the candidate from a list of the candidates with the two (2) highest scores. If there are less than two (2) candidates who sign up for the promotional process or no candidate attains an acceptable score, the Chief of Police, with the approval of the Police Commission, may waive the process and select a candidate for promotion or may readvertise the position. The Chief, with the approval of the Commission, may deem no candidate qualified and readvertise the position. Nothing in this section shall prohibit the Commission from advertising positions outside the Department provided that an outside applicant will be hired over an internal applicant only if the outside applicant is deemed by the Commission and the Chief of Police to be better qualified than the internal applicant. For purposes of this section, the determination that an applicant is not qualified shall not be arbitrary or capricious.

Normally, promotional opportunities will be limited to full-time positions, but the Town reserves the right to determine that a promotional opportunity should be established within the part-time ranks.

- 9.4** An existing employee who is promoted to a new position with a new Labor Grade in the Salary Classification Plan shall be paid at the step on the appropriate grade that is at least five percent (5%) higher than his/her current rate.

When any employee is being promoted, the Police Commission shall establish the rate of pay based on the wage schedule attached in Exhibit A and shall immediately provide notice of same to the Selectmen's Office. The Town Administrator will have the responsibility for certifying that the designated Labor Grade and Step for promoted employees chosen by the Police Commission is in accordance with this Agreement, the Town of Auburn Salary Classification Plan and Schedule. If the designated rate of pay is not in accordance with this Agreement, the Town Administrator shall return the notice to the Police Commission indicating what would need to be changed.

ARTICLE 10
TRAINING OPPORTUNITIES

- 10.1** When training is offered, the opportunity will be posted as soon as is reasonably practical and employees will be given the opportunity to sign up.
- 10.2** In the event that the training is geared toward a specific position the Department may post the training exclusively for those positions.
- 10.3** The Chief will determine who will be approved for any training opportunity based on the needs of the Department and the budget.
- 10.4** If the Chief or Commission feel that an Officer is in need of remedial training a posting will not be necessary and the Chief or Commission may send that Officer at their discretion.
- 10.5** All employees shall fully comply with all training requirements of the Town and/or Department. Off-duty personnel required to attend training shall be compensated for actual time worked or a minimum of two hours during training and for travel time to training that might require traveling to destinations outside a 20-mile radius from the Town of Auburn. Employees shall not perform work that requires certification and training if they are not certified or trained to do.

ARTICLE 11
PERFORMANCE EVALUATIONS

- 11.1** The Police Commission retains the authority and responsibility to evaluate the performance of its employees and their fitness for the performance of their duties. The Commission will determine the types and frequencies of such evaluations. Such evaluations may include medical examination by a physician, a physical fitness review or random drug and alcohol testing, in addition to an objective analysis of each employee's competence and skill in carrying out his/her assigned duties over a defined period of time. The employee shall be permitted to permanently affix any written response to such evaluations and shall receive a copy thereof.

ARTICLE 12
HOURS OF WORK

- 12.1** The Chief of Police or a designated scheduling officer shall have sole responsibility for determining and assigning shifts. Unless otherwise specified in this Agreement, in the event of a permanent change in shifts, employees will be given ten (10) days' notice.
- 12.2** Schedules shall be posted for three (3) month rotations for full-time officers. All full-time officers must submit their shift requests by the seventh (7th) day of the month preceding the start of the schedule. The Chief of Police, or designated scheduling officer, shall attempt to accommodate all shift requests. In the event that two or more

officers request the same shift(s), preference will be granted to the most senior officer and the remaining full-time officers will be scheduled at the discretion of the Chief, or scheduling officer. No officer may bid the same shift as a first choice for more than three consecutive rotations.

Available shifts for part time officers shall be posted for one (1) month rotations. All part-time officers must submit their shift requests by the fifteenth (15th) day of the month preceding the start of the schedule. Part-time officers shall list their preferences for the open shifts for the upcoming month in the order of their preferences. Officers may indicate the maximum number of shifts they wish to work but shall be assigned a minimum of two (2) shifts per month. Shifts will be assigned based on indicated preference, starting with the most senior officer and going through the seniority list twice. Any remaining open shifts will be assigned by the Chief or his designee to part-time officers based on their indicated availability, seniority, the ability to provide an equal number of shifts each officer who requested shifts, and the needs of the Department, provided that no officer will be assigned involuntarily to more than two (2) shifts per month. If needed, any remaining open shifts will be offered to Part-time officers first, then based on an equitable basis, offered to Full-time Officers on an overtime basis if applicable. A rotating call list identical to that created for Outside Duty (See Section 13.6 below) shall be used. However, it is understood that every effort will be made to fill open shifts with Part-time officers.

12.3 Opportunities for overtime will be distributed equitably among full-time officers.

12.4 Officers may voluntarily agree to swap shifts by submitting a shift swap notification form to the Chief of Police or the designated scheduling officer. The Chief of Police or designated scheduling officer shall have discretion to deny a shift swap due to the needs of the Department. Once the shift swap has been approved by the Chief or designated scheduling officer, both employees are required to work the shift(s) as designated on the notification form and failure to do so will be grounds for disciplinary action for the officer who fails to work.

12.5 Part-Time Officers

Part-time officers are those officers who regularly work less than thirty-five (35) hours per week for the Town of Auburn Police Department. Part-time officers must adhere to the rules of the New Hampshire Police Standards and Training Council and the New Hampshire Retirement System, if applicable, with respect to the total number of hours worked. If a part-time officer works for more than one law enforcement agency, it is the responsibility of the employee to notify the Chief of Police if he/she has reached the maximum permissible hours allowed under the standards of the NH Police Standards and Training Council or the New Hampshire Retirement System and is unavailable for further duty during the calendar year. Any and all duty or pay hours including scheduled patrols, details, DWI road blocks, use of any paid time off, etc. will be counted for

purposes of determining hours worked. It is understood that a part-time officer may occasionally work more than 35 hours per week without being reclassified as a full-time employee for purposes of benefit eligibility with the Town of Auburn.

Officers who work less than sixteen (16) patrol hours per month for three (3) consecutive months, unless excused by the Chief or designee, shall be considered irregular employees and shall not be covered by this Agreement.

12.6 Overtime

Pursuant to the provisions of the federal Fair Labor Standards Act, 29 CFR 778.104, Section 7(k), time worked by any employee covered by this Agreement in excess of eighty (80) in a 14 day period shall be considered overtime and will be compensated at the rate of one and one-half of the employee's normal hourly rate. "Time worked" for purposes of this provision shall include all time actually worked while acting directly in the scope of employment, but not including any sick, vacation, holiday or other earned leave with pay.

12.7 Compensatory Time

Employees who work more than 80 hours in a 14 day period may choose time off in lieu of monetary overtime compensation. Compensatory time will be earned at the rate of one and one-half hours for every hour of overtime work. Use of compensatory time must be approved in advance by the Police Chief. If accrued compensatory time is not used by December 31st of each year, the employee shall be paid for the time worked at the appropriate overtime rate. Accrued compensatory time will not be allowed to be carried forward from year to year. Upon termination of employment, the employee will be paid for any accrued, unused compensatory time at the employee's regular rate as part of the employee's separation pay.

12.8 Extended Consecutive Hours

In recognition of the fatigue factor associated with extended consecutive hours on duty, and in order to protect the health and safety of officers and the public at large, any officer who works sixteen (16) or more consecutive hours of patrol duty may not return to duty until the officer has been off duty for a minimum of eight (8) hours. Any officer who consecutively works one (1) patrol shift and a special duty or outside detail shift of four (4) or more hours may not return to duty until the officer has been off duty for a minimum of eight (8) hours. No officer shall work more than eighty (80) hours per week, including special and outside detail.

The Chief of Police or his designee may declare an emergency exception to any of the hours of duty limits stated herein when the interests of the department or the public

require such an exception, provided that such exceptions shall be limited to emergency situations or when needed coverage for the department is not otherwise available.

12.9 Call Back Pay

Any Employee called back to work during his/her off duty hours, shall be paid a minimum of three (3) hours at his/her regular hourly rate or overtime rate if applicable. Employees must have at least a 30 minute break in service to be eligible for call back pay. Officers called in or held over to work periods continuous to their shifts or assignments, including details and court time, shall not be eligible for the 3 hour minimum but will be compensated for all time worked, without reduction of other minimum pay requirements.

ARTICLE 13 **COMPENSATION**

13.1 Wage Scale

13.1.1 Employees shall be paid in accordance with the Classification Plan and Wage Schedule attached hereto as Exhibit A for the duration of this Agreement.

Effective April 1, 2022, all positions in the bargaining unit will be Placed on the appropriate step of the Wage Schedule based on their March 31, 2022, hourly rate and classification. Part-time officers shall receive a 4% increase, full-time police officers and Master Patrol Officers shall receive a 5% increase and Sergeants shall receive a 4.25% increase.

During each year of this Agreement, all employees shall advance one step on the schedule on the anniversary date of their date of hire based on a satisfactory performance evaluation.

During the second, third, fourth and fifth years of this agreement the Wage Schedule shall be adjusted by 1.5% for a Cost of Living ("COLA") effective April 1 of that year.

Once an employee has reached Step 10 of their job classification, they will only receive the annual COLA increase.

13.2 Initial Placement

Upon hire, an employee's placement on the wage scale will be determined by the Chief of Police, with approval of the Police Commission, based on experience and qualifications. New hires with less than three (3) years' experience will be placed at step 1 in their respective grade. New hires with certification and at least three (3) years'

experience will be placed no lower than step 2 and no higher than step 4 in their respective grade.

13.3 Court Pay

Employees required to appear in any judicial or administrative proceeding on official business on their off-duty time shall be compensated at the rate of time and one-half their normal rate of pay for a minimum of three (3) hours. Said employee shall be required to assign any court fees received to Town of Auburn.

13.4 Employee Expenses

Employees who are required to use their personal vehicles for official business will be reimbursed for their actual mileage at the Internal Revenue Service rate plus any charges for tolls and parking. Mileage between an employee's home and work location will not be reimbursed. Meal and reasonable lodging expenses will be reimbursed when on official business involving an overnight stay or when attending a meeting or training session out of town. Reimbursement will be limited to \$20.00 per meal up to a maximum of \$30.00 per day. Alcoholic beverages will not be reimbursed. Employees are expected to refrain from luxury accommodations, but are also expected to select lodging with due regard to comfort, cleanliness, their usual physical needs and customs. The employee must present receipts for all meals in order to be reimbursed.

13.5 Longevity Pay

Employees with five (5) or more years of continuous service in the Police Department shall be eligible for longevity pay. Longevity pay shall be paid on an annual basis during the first two weeks of December. Longevity pay shall only be paid to those employees who are in the Town's employ at the time the benefit checks are being issued in December, and shall not be pro-rated to employees who may leave the Town's employ prior to that time.

Longevity pay shall be issued based on the following schedule:

<u>Full Years of Service</u>	<u>Longevity Pay</u>
Five (5) to Nine (9) Years	\$ 150.00
Ten (10) to Fourteen (14) Years	\$ 300.00
Fifteen (15) Years to Nineteen (19) Years	\$ 450.00
Twenty (20) Years to Twenty-four (24) Years	\$ 600.00
Twenty-five (25) Years or more	\$1,000.00

13.6 Outside Details

- 13.6.1** In the event that outside detail work is available it shall be offered to all officers of the department on an equitable basis.
- 13.6.2** A rotating call list will be established consisting of every eligible member of the Auburn Police Department, ranked by date of hire in the Department, beginning with the most senior member. There will be two (2) separate lists broken down into full-time and part-time officers. Officers may inform the Chief that they do not wish to be included on the detail call list; provided however that if that member later requests to be on the list, he/she shall be inserted at the bottom of the list as of that date. New employees will be added to the bottom of the list as of the date of their hire.
- 13.6.3** When a detail assignment becomes available, it will be offered to the first officer on the full-time officers call list. If there are no takers after completing the full-time officers call list, it will be offered to the part-time officers using the part-time officer call list. If an officer declines the detail for any reason other than work obligations for the Town of Auburn or other employment, then he/she shall be moved to the bottom of the call list and the detail will be offered to the next officer on the list, and so on, until the detail is filled. An officer who declines a detail due to work obligations for the Town of Auburn or other employment will retain his/her position on the call list.
- 13.6.4** If an officer accepts the detail, he/she shall take the entire detail and then will be moved to the bottom of the call list.
- 13.6.5** When a detail assignment becomes available with at least 48 hour notice, officers will be contacted by telephone. An officer will have 15 minutes to respond. If an officer does not respond within 15 minutes, the detail will be offered to the next officer on the list, and so on until the detail is filled. The officer who does not respond will be moved to the bottom of the call list. When a detail assignment becomes available with less than 48 hour notice, a group text will be sent to all officers on the list notifying them of detail assignment. Officers will have 30 minutes to respond indicating their availability to accept the assignment. Of the responding officers, the one who is highest on the call list will be given the assignment and will be moved to the bottom of the list; all other officers will retain their position on the list.
- 13.6.6** In the event of an emergency, the Chief retains the discretion to assign detail work to any officer who is available.
- 13.6.7** In order to be eligible for inclusion on the rotating call list, a part-time officer must have worked a minimum of thirty-two (32) patrol hours per month for the Town of Auburn Police Department during the previous month's rotation.

If a part time officer has not worked a minimum of thirty-two (32) patrol hours in the previous schedule, except through no fault of the officer, he/she will be moved to the bottom of the call list and will not rotate on the list until he/she has worked thirty-two patrol hours for a full month rotation. Such officer will still be contacted in accordance with the provisions of 13.6.5 if an assignment is available or may be assigned by the Chief in the event of emergency in accordance with 13.6.6. For purposes of this Article, "through no fault of the officer" means: (i) that the Town did not schedule enough shifts for every part time officer to work 32 hours in any given month, or (ii) the officer was unavailable due to vacation (up to a maximum of 14 days per calendar year, (iii) the officer was unavailable due to any leave of absence, full-time employment outside the Town of Auburn, sickness, injury, military duty, or jury duty. The Chief of Police will have the authority to grant "through no fault of the officer" status at his discretion.

13.6.8 Private Details

Private details shall be those assignments for private companies, contractors or organizations that are not listed under section 13.6.9 below. A private detail assignment shall be for a minimum of four (4) hours and the officer shall be paid at a rate of \$50.00 per hour. For any officer who became a contributing member of the NH Retirement System on or after July 1, 2011, the Town will make a contribution of \$10.00 for each hour of detail work to a 457(b) retirement account for the officer. The Town's contribution is contingent upon the officer making a voluntary employee contribution to the same 457(b) account of 11.55% (or the then-current NHRS employee rate) on all private detail earnings. Payment of these amounts to the 457(b) account will be made by the Town at the same interval as all other payments made to 457(b) accounts for all Town employees. It is recognized the funding for the Town's contribution will be coming from the special detail fund and no other Town funds shall be used for this purpose.

If the private detail is cancelled two (2) hours or less prior to the scheduled start of the assignment, the officer will be paid for four (4) hours at the private detail rate. If the private detail assignment is cancelled with more than two (2) hours' notice, the officer assigned will not be entitled to any compensation. The officer whose detail is cancelled with more than two (2) hours' notice will be offered the next available detail assignment and, regardless of whether he/she accepts that assignment or not, will remain in the same spot on the detail list as though he/she had worked the original detail. The officer will only be offered one alternative detail assignment, regardless of the reason for declining.

13.6.9 Town and Other Details

Detail assignments for the Town of Auburn, the Auburn School District, Manchester Water Works (for jobs within the Town of Auburn), or any organization recognized as a not-for-profit or tax-exempt organization under state or federal law shall not be subject to the requirements of 13.6.8 above. Such detail assignments will be for a minimum of three (3) hours. Officers who work such assignments will be paid for the actual number of hours worked at time and one-half their regular rate of pay. If the detail is cancelled two (2) hours or less prior to the scheduled start of the assignment, the officer will be paid for two (2) hours at time and one-half his or her regular rate of pay. If the detail assignment is cancelled with more than two (2) hours' notice, the officer assigned will not be entitled to any compensation. The officer whose detail is cancelled with more than two (2) hours' notice will be offered the next available detail assignment and, regardless of whether he/she accepts that assignment or not, will remain in the same spot on the detail list as though he/she had worked the original detail. The officer will only be offered one alternative detail assignment, regardless of the reason for declining.

13.6.10 Hours worked on detail assignments do not count as hours worked for purposes of overtime calculations.

13.6.11 An officer who accepts a detail is responsible for working the entire duration of the assignment and/or finding another officer to cover the assignment. Details may be split. However, if the split results in one or both officers working less than the applicable minimum number of hours, the officers shall only be paid for the actual hours worked. In the event of an unforeseen emergency requiring the officer to leave a detail assignment, the Chief of Police must be contacted. The officer must remain at the detail assignment until such time as a replacement officer arrives. Each officer will be paid for the hours he or she worked at the applicable rate of pay.

13.7 Grant-Funded and Additional Duties

Additional duties such as DWI/DUI patrols, Operation Safe Commute Patrols, Route 101 East Corridor Enforcement Patrols, OHRV Enforcement Patrols, and similar assignments, shall be offered to all eligible officers of the department on an equitable basis. A rotating call list identical to that created for Outside Duty (See Section 13.6 above) shall be used. In the event that no officer accepts an offered additional duty, the Chief may assign the duty to an officer beginning with the least senior officer.

13.8 Shift Differentials

Any officer who is assigned to work during the following hours will be paid the applicable shift differential for all hours worked within that block of time.

- 8 am/0800 to 4 pm /1600 – no differential
- 4 pm/1600 to midnight/0000 - \$.75 per hour
- midnight/0000 to 8 am /0800 - \$1.50 per hour

13.9 Field Training Officer Differential

Any Officer assigned as a Field Training Officer to train new employees shall receive \$30 per day of training.

ARTICLE 14
INSURANCE AND OTHER BENEFITS

14.1 Health and Dental Insurance

All regular full-time employees who work at least thirty (30) hours per week, are eligible for health and dental insurance benefits. There will be a full thirty (30) day waiting period for eligibility. The Town of Auburn reserves the right to change any of its insurance benefits at any time, provided that the Union is notified at least sixty (60) days prior to the effective date of the change and is provided a copy of the new benefits. Employees will also be provided notice of any such change prior to the effective date of such changes.

The Town will pay the following towards the cost of the coverage elected by the employee:

Single (POS, HMO or Consumer Driven)
90%

Two Person (POS)	Two Person (HMO/Consumer Driven)
80%	85%

Family (POS)	Family (HMO/Consumer Driven)
80%	85%

14.2 Payment in Lieu of Insurance

Employees who provide satisfactory proof of alternative coverage in a non-Town health insurance plan may elect to forgo the Town insurance plan for which they are eligible and may receive a cash payment of \$57.69 per week (\$115.38 per pay period). This payment shall be added to the employee's regular wages and is subject to withholding of taxes. However, this income is not eligible for increased wage base credit for contribution to the NH Retirement System. A married couple who are both employed by the Town or an employee under age 26 whose parent is employed by the town are not eligible for the cash payment in lieu of insurance.

14.3 Group Disability Coverage

Group short-term disability coverage will be provided to all regular full-time employees at no cost to the employee. Such coverage will provide a minimum of fifty-two (52) weeks of coverage.

14.4 Supplemental Insurance

Employees will be eligible to purchase at their own expense other supplemental insurance (accident, life, cancer and other coverages) to the extent such programs are available to other full-time Town employees.

14.5 Workers Compensation

All employees are covered by Workers' Compensation insurance, which provides compensation and medical benefits for covered injuries or illnesses occurring during the scope of employment with the Town. All injuries must be promptly reported to the Police Chief.

Injured full-time employees may elect to supplement their workers compensation benefits by using accrued earned time provided that their total pay does not exceed their base weekly pay. The employee will be paid through Town payroll and the employee will turn the workers' compensation check over to the Town. In the event that the worker's compensation benefit is greater than the employee's base pay, the Town will pay the difference to the employee.

14.6 New Hampshire Retirement System

All regular full-time police officers are required to join the NHRS. The employee must contribute a portion of his/her gross wages to the NHRS at a rate that is established by the NHRS. The Town will contribute the current required NHRS rate.

14.7 Supplemental Retirement Program

The Town will offer a voluntary defined contribution plan to the same extent it is offered for all other Town employees.

14.8 Continuing Education Benefits

The Chief may direct an employee to take certain courses, or the employee may request to take courses related to their job duties. Courses or instructive seminars taken at the directive of the Chief will be paid for by the Town.

All employees taking courses on their own initiative and with prior recommendation from the Police Chief and approval of the Police Commission may be reimbursed for the cost or a portion of the cost of the course. The maximum allowable amount of funds available, annually, shall not be more than \$4,000.00 with a maximum of \$2,000 per employee. Once the \$4,000 has been expended there shall be no further allotments for that fiscal year.

The Officer must provide the Chief of Police with notice of intent to apply for tuition reimbursement by October 31st of the prior fiscal year. Requests for reimbursement for which notification by October 31st was not provided may be granted at the discretion of the Chief of Police.

If funds are budgeted and available under the following conditions:

1. The application must be approved by the Police Commission prior to the start of the course.
2. A copy of the application must be kept in the employee personnel file.
3. An affidavit certifying the person attended and successfully completed the course with a "C" or better grade average (or equivalent) must be filed with the Chief upon completion of the course.
4. If a person fails to attend or does not complete the course, the employee shall reimburse to the Town all advance payments that were paid on their behalf. Any non-attendance due to conditions beyond their control, such as serious illness, death or being called back to work by the Chief or designee, will not require reimbursement to the Town.
5. Prior to commencing any continuing education program not required to hold their position that the Town agrees to be financially assisting with tuition, the employee shall enter into an Employment Training Agreement with the Town committing to remain employed with the Town for pre-determined length of time after the successful completion of the degree or certification course. The time commitment of continued service will be equal to the time for the certificate or degree program. Should the employee leave for a position with another employer prior to the end of the pre-determined length of time documented in the Employment Training Agreement, the employee would

reimburse the Town a pro-rated portion of the course or training costs that would be documented in the Employment Training Agreement. A sample Employment Training Agreement is included as Appendix E of the Town of Auburn Personnel Policy.

14.9 Terms of Insurance Policies to Govern

The scope of coverage under any insurance policies or plans (including Point of Service (POS), Health Maintenance Organizations (HMO), Consumer Driven and self-insured plans) that the Town of Auburn may provide shall be governed by the terms and conditions set forth in said policies or plans. Any questions or disputes concerning said insurance policies or plans or benefits thereunder shall be resolved in accordance with the terms and conditions set forth in said policies or plans and shall not be subject to the grievance procedure established in this Agreement. The failure of any insurance carrier(s) or plan administrator(s) to provide any benefits for which it has contracted or is obligated shall result in no liability to the Town, nor shall such failure be considered a breach by the Town of any obligation under this Agreement. Nothing in this Agreement shall be construed to relieve any insurance carrier(s) or plan administrator(s) from any liability it may have to the Town, employee or beneficiary of any employee.

14.10 The Town shall provide a life insurance policy in the amount of \$50,000 for every full-time employee.

ARTICLE 15
HOLIDAYS

15.1 The following shall be considered paid holidays for the Police Department: New Year's Day, President Day, Civil Rights Day, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving Day, Day After Thanksgiving, and Christmas Day. The holiday will begin at 0000 and end at 2400.

Full-time officers who work any shift on one of the above holidays shall be paid at the rate of one and one-half their regular rate and will receive eight hours of holiday pay at their regular rate.

15.2 Full-time officers who are not scheduled to work on a holiday shall receive eight hours of holiday pay at their regular rate.

15.3 Part-time officers are not eligible for holiday pay. However, part-time officers who work any shift on one of the designated holidays shall be paid at the rate of one and one-half their regular rate for those hours.

ARTICLE 16
PAID LEAVE

16.1 Earned Time

16.1.1 Accrual of Earned Time

Full-time employees accrue earned time based on regularly scheduled hours worked or in pay status up to those hours budgeted for their position (other non-status hours worked and supplemental compensation such as overtime or law enforcement special details are excluded) and on the number of full years of continuous service to the Auburn Police Department, as follows.

Full Years of Service	Earned Leave Earned
0-1 Year	11 Work Days
1 – 5 Years	16 Work Days
5 – 10 Years	21 Work Days
More Than 10 Years	26 Work Days

Full Time Employee Earned Time Accrual (40 Hours Per Week)		
Full Years of Service	Fraction of a day per pay period	Hours Accrued Per Month
0-1 Year	3.385 Hours	7.34 Hours
1 – 5 Years	4.923 Hours	10.67 Hours
5 – 10 Years	6.462 Hours	14 Hours
More Than 10 Years	8.0 Hours	17.334 Hours

16.1.2 Earned Time Usage

Earned time is available as soon as it is “earned”. Regular new hires on probation may accrue earned time. It may be taken at a rate of one (1) day per month during probation. Earned time may be taken prior to the time it is accrued (earned) only with written consent of the Police Commission, and if the employee leaves employ with the Town, the amount that was taken but not accrued will be deducted from the employee’s final paycheck.

Earned time must be taken to cover absence for any reason, including illness, vacation, funeral (other than bereavement leave), dentist or doctor visits, etc. Earned time may be used in one (1) hour increments.

Employees called to temporary duty by the Police Chief during earned time leave shall be paid at the rate of one and one-half their regular hourly rate. Such employee shall also not lose any earned time.

16.1.3 Minimum Usage Required

Employees shall be required to use a minimum of two weeks (10 days) of earned time each year. Employees with less than six (6) months of service are exempt from minimum usage requirements. Should an employee fail to use the minimum requirement of two weeks (10 days) of earned time, he/she will forfeit his/her ability to carry forward any earned time accrued that year.

16.1.4 Maximum Accumulation

The maximum accumulation of earned time as of December 31st of each year shall be 360 hours.

16.1.5 Payment of Earned Time

Accrued earned time has no cash value and will be paid out, up to the maximum accumulation of forty-five (45) days, only upon usage of the time or upon the retirement or termination of the employee.

16.1.6 Scheduling of Earned Time

Officers with the greatest seniority shall be given preference, subject to the needs of the Department as determined by the Chief, in determining the scheduling of earned time.

16.2 Jury Duty

An employee called for jury duty shall be excused from work for the duration of the employee's service, and the Town shall supplement jury pay up to 66.6% of the employee's base pay, provided the employee presents an official statement of pay received for the service. All benefits shall continue to accrue during such absence. If the employee reports but is not used for jury duty or is dismissed before the end of his/her workday, s/he is expected to return to work promptly.

16.3 Bereavement Leave

All employees will be granted not more than three (3) days off because of death in the employee's immediate family, as defined below, and shall be paid at regular rate of pay for scheduled work hours missed. Additional time off, if requested, may be charged to accumulated earned time or as leave of absence without pay.

Immediate family is defined to include: spouse, children, parents, stepparents, spouse's parents, step-children, brothers, sisters, immediate in-laws, grandparents and grandchildren.

All employees may have one (1) compensated day off from work for the death of a family member not listed above.

ARTICLE 17
UNPAID LEAVE

17.1 Military Leave

The Town will grant any employees an unpaid leave of absence to fulfill their active duty requirements for their branch of service. Employees are entitled to reinstatement in accordance with State law (RSA 110-C:1) and federal law (USERRA, 38 USC 4301, et seq).

17.2 Family and Medical

Leave for family and medical purposes will be provided in accordance with the Family and Medical Leave Act.

17.3 Other Leave

The Police Commission, at its discretion, may approve other types of leaves on a case-by-case basis.

ARTICLE 18
EMPLOYEE REQUIREMENTS

18.1 Off Duty Conduct

Employees shall conduct their private and professional lives in such a manner as to avoid bringing discredit upon themselves and the Town and Police Department. No member of the Department shall at any time be guilty of an act or omission which impedes, injures or hinders progress, welfare, efficiency, or the good name of the Department and/or the Town.

18.2 Station Maintenance

All employees covered by this Agreement will perform such ordinary and normal station maintenance as may be required by the Chief or supervisor at any portion of the building used solely by the Auburn Police Department. This may include, but not be limited to, shoveling or removing snow; changing light bulbs; moving furniture, etc.

The Town shall supply all necessary equipment and supplies for performing station maintenance as defined in this Section.

18.3 Drug and Alcohol Use

Employees shall not possess, use or sell controlled substances or alcoholic beverages while on duty. Possession shall include, but not be limited to, concealment or storage in a locker, Town vehicle, or other places accessible to the employee during working hours, but shall not apply to alcohol or controlled substances confiscated for law enforcement purposes and handled in accordance with the Department's standard operating procedures. Employees shall not report to work or attempt to work while under the influence of controlled substances or alcoholic beverages. Employees shall not report to work or attempt to work while suffering from the effects of exceeding the prescribed or directed usage or otherwise abusing prescription or over-the-counter drugs or medications. The Chief may enforce this policy by requiring employees to submit to drug and alcohol tests (including, but not limited to, providing urine and blood samples) and/or by conducting searches of employees and their personal belongings and vehicles. The Chief may authorize drug and alcohol tests on a random basis, but searches of lockers or personal vehicles shall be authorized only when the Chief has probable cause to believe that the employee is concealing controlled substances or alcohol in the area to be searched. Failure to comply with this policy or to cooperate with the Chief in the administration of this policy shall lead to disciplinary action or termination. Any drug tests administered under this policy shall comply with U.S. Department of Transportation procedures.

In the event that a urine or blood test proves positive for alcohol and/or prescription drug use, the employee shall be referred for professional treatment as specified by the Chief. Failure to comply with said Program and direction may result in disciplinary action. All costs of random and initial testing are to be borne by the Town of Auburn.

Prior to implementation of said policy, the Standard Operating Procedures of the Auburn Police Department must state the standards and criteria of said policy, including the laboratory to be utilized and all safety precautions to include confidentiality. The Union must be involved in all phases of development of said procedure.

18.4 Safety

It is understood that the Town shall have the right to make and enforce regulations for the safety and health of its employees during their hours of employment. Employees shall comply with all safety rules and regulations established by the Town at all times, to include the use and care of such safety devices as may be assigned in accordance with their intended purpose. Employees who violate Town safety policies or willfully engage in unsafe conduct during work hours shall be subject to disciplinary proceedings, up to and including discharge.

18.5 Joint Loss Management Committee

In compliance with RSA 281-A: 64, the Town has established a Joint Loss Management Committee (JLMC) which is comprised of equal members representing management and labor. The Town has established a four-member JLMC for the entire Town organization.

The Union shall delegate participation of one of its members to serve on the JLMC and an alternate to serve when the regular delegate is unable. Within forty-eight (48) hours of their selection, the Union shall notify the Police Chief, the Commission and the Town Administrator of the names and ranks of those members delegated at the member and alternate member of the JLMC.

Participation in the JLMC is employment-related. Management will strive to ensure that the designated Union JLMC member shall be allowed to participate in committee meetings and activities during normal work hours. Advance notice of the JLMC meetings shall be provided to management to ensure scheduling is accommodated.

ARTICLE 19 **UNIFORMS AND EQUIPMENT**

- 19.1** Full-time officers shall be provided with up to \$600 per year for the purchase and maintenance of uniforms. Part-time officers shall be provided with up to \$400 per year for the purchase and maintenance of uniforms. Officers may either submit purchase orders through the Police Department or may request reimbursement upon presentation of receipts.

ARTICLE 20 **UNION DUES**

- 20.1** Employees may elect to have their union dues deducted from their pay through an automatic deposit to a designated bank account. The employee must complete and submit an automatic deposit form to the Town Finance Director. Employees may discontinue such withholdings by notifying the Town Finance Director, in writing. In the event that the amount of dues changes, employees are responsible for completing a new automatic deposit form.

ARTICLE 21 **SEPARABILITY**

- 21.1** In the event any provision of this Agreement in whole or in part is declared to be illegal, or invalid, by any court of competent jurisdiction or any administrative agency having jurisdiction, all of the other terms, conditions, and provisions of this Agreement shall remain in full force and effect to the same extent as if that provisions 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.

- 21.2** The parties specifically agree that a vote by the voters of the Town of Auburn to dissolve the Police Commission shall not affect the validity of this Agreement and all references to the Police Commission herein shall be replaced with the Board of Selectmen.
- 21.3** In the event that state or federal legislation which benefits employees or their immediate families becomes effective during the term of this Agreement and results in increased costs to the Town beyond those which exist at the time this Agreement is executed, the Board may reopen negotiations regarding those costs and the funding of those costs. The parties will promptly meet and negotiate over the method by which those increased costs can be offset through other changes in compensation or benefits. "Legislation which benefits employees or their immediate families" shall include, but not be limited to, pensions or other retirement benefits, sick leave, holidays, other paid leaves, uniform or clothing allowances, training, certification or educational incentive compensation.

ARTICLE 22 **COMPLETE AGREEMENT**

- 22.1** This Agreement represents the final resolution of all matters related to the terms and conditions of employment for members of the Bargaining Unit and, as such, supersedes any prior policies or practices, whether written or unwritten, related to employment with the Town of Auburn. Notwithstanding the preceding sentence, the parties recognize the existence of the Town of Auburn Personnel Policy in effect as of the effective date of this Agreement and agree that if this Agreement is silent on any topic which is covered in the Personnel Policy, then the terms of the Personnel Policy shall apply to members of the bargaining unit. If any provision of the Personnel Policy is inconsistent with a provision of this Agreement, then this Agreement shall govern with respect to bargaining unit members. The provisions of this Agreement shall not be changed or altered except by mutual written agreement of the parties.
- 22.2** The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the parties for the life of this Agreement, 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 specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of any of the parties at the time this Agreement was negotiation or signed. The parties may, however, voluntarily agree to bargain collectively on any subject at any time.

ARTICLE 23
EXPENDITURE OF PUBLIC FUNDS

- 23.1** The monies needed to fund this Agreement in each year of its term must be appropriated annually at a Town Meeting duly warned for that purpose. Should the voters at an Annual Meeting fail to appropriate all of the monies necessary to fund this Agreement in any given year of its term then either party may reopen negotiations on all or part of the entire Agreement and this Agreement shall be deemed expired at the end of the term for which monies have been appropriated.

ARTICLE 24
DURATION

- 24.1** This Agreement shall be in effect for the period of **April 1, 2022 to March 31, 2027**.
- 24.2** It is mutually agreed that negotiations on a successor agreement will commence on or before **July 15, 2026**. Intention to bargain by either party shall be by written notice delivered to the other party on, or before, **June 15, 2026**.

ARTICLE 25
REOPENER ON THE AFFORDABLE CARE ACT

- 25.1** If the Affordable Care Act penalty provisions become effective during the term of this Agreement, the parties will reopen Article 13.6 for the purpose of agreeing on provisions which will prevent the imposition of penalties on the Town.

Signature Page

This Agreement is executed this 1 day of April, 2022.

Town of Auburn

By The Police Commission:



David Dion, Chairman



Patrick Bergeron



Joseph Rossino

Auburn Police Union, NEBPA Local 216

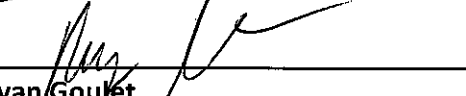
By:



James Huard, Chief Negotiator

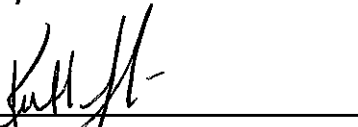


Kevin Cashman

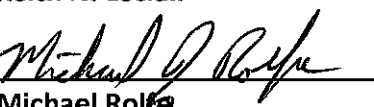


Ryan Goulet

By the Board of Selectmen:



Keith N. Leclair



Michael Rolfe



Thomas Carroll

APPENDIX A

Insert Town of Auburn 2022 Wage Scale

APPENDIX A

Town of Auburn 2022 Wage Scale

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Police Officer Part - Time Hourly	\$ 20.07	\$ 20.67	\$ 21.29	\$ 21.93	\$ 22.59	\$ 23.27	\$ 23.96	\$ 24.68	\$ 25.42	\$ 26.19
Police Officer Full- Time Hourly	\$ 24.56	\$ 25.30	\$ 26.06	\$ 26.84	\$ 27.64	\$ 28.47	\$ 29.33	\$ 30.21	\$ 31.11	\$ 32.05
Master Police Officer Hourly		\$ 27.65	\$ 28.48	\$ 29.33	\$ 30.21	\$ 31.12	\$ 32.05	\$ 33.02	\$ 34.01	\$ 35.03
Police Sergeant Hourly	\$ 31.09	\$ 32.02	\$ 32.98	\$ 33.97	\$ 34.99	\$ 36.04	\$ 37.12	\$ 38.24	\$ 39.38	\$ 40.57
Detective Sergeant Hourly				\$ 37.15	\$ 38.26	\$ 39.41	\$ 40.59	\$ 41.81	\$ 43.07	\$ 44.36