

AGREEMENT BETWEEN
THE TOWN OF DERRY, NEW HAMPSHIRE
AND THE
DERRY POLICE PATROLMAN'S ASSOCIATION

For the Period July 1, 2007 through June 30, 2008

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APPENDIXES

Appendix A-1 July 1, 2007 Hourly Wage Schedule

It is the intention of the Parties to negotiate in good faith. Good faith negotiations involve meeting at reasonable times and places in an effort to reach agreement on the terms of employment, and to cooperate in mediation and fact finding as required by RSA 273-A as amended.

II RECOGNITION

The employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining as to salary, wages, and fringe benefits for all its members. However, employees who have not completed their probationary period shall have only those rights afforded to temporary employees (i.e., they shall be entitled to compensation and fringe benefits as normally provided to such employees, but shall not be granted other privileges and rights of this Agreement unless otherwise specified).

III EMPLOYEE RIGHTS

1. The Town agrees not to discriminate against any employee covered by this Agreement in conditions of employment in order to discourage or encourage membership in the Union, or to discriminate against any employee because he/she had given honest and accurate testimony, or taken part in a grievance procedure, or any other Union proceedings as required by RSA 273-A as amended.
2. The municipal employer and the Union agree not to discriminate in any manner against any employee covered by this Agreement because of race, religion, creed, color, age, disability, national origin, or sex.
3. The Town agrees to provide for the deduction of Union dues (or agency fees) from each employee's weekly salary at a rate to be specified by representatives of the Union. Deductions shall only be made from checks drawn against the Town of Derry.
4. Intra-Unit Relations

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

5. Agency Fee
 1. Representation of non-members will be provided by virtue of the agency fee outlined as follows.
 - a. All employees, following successful completion of their probationary period, must, within thirty (30) days of the date, pay to the Union an agency fee to cover the costs of the Union for representation of such

employees. The amount of the fee shall be determined by the Union and must not exceed the cost of Union dues.

Any employee refusing to pay the agency fee will be terminated from employment.

2. Should there be a dispute between an employee and the Union over the matter of an employee's Union membership, the Union agrees to hold the Town harmless in any such dispute.

6. Bulletin Boards

The Town shall provide a bulletin board located in the police station and located at a mutually agreeable place to be used by the Union for the posting of notices concerning Union business and activity.

IV CONSULTATION

1. Representative(s) of the Union may meet with the Chief of Police or his designee once a month to discuss matters of mutual concern, at a mutually agreed time and place, including those matters necessary to the implementation of this Agreement. A written agenda shall be exchanged between the Union and the Chief of Police no less than five (5) days before the scheduled date of the meeting. At the discretion of the Parties, additional matters for discussion may be placed on the agenda. Nothing contained herein shall prevent the Chief of Police or his designate and the Union from meeting on a less frequent basis on mutual agreement.
2. Nothing contained herein shall prevent the Union from consulting with the Chief of Police or his designate at any time, if matters of mutual concern arise.

V STABILITY OF AGREEMENT

1. No amendment, alteration, or variation of the terms of provisions of the Agreement shall bind the Parties hereto unless made and executed in writing and agreed to by both Parties.
2. To provide a clear understanding of the contents of the Agreement, the Town agrees to provide sufficient copies of the Agreement to a Union representative for distribution to each member of the local.

VI DISCIPLINE OR TERMINATION FOR CAUSE

1. An employee may be disciplined or terminated/dismissed if there is found to be just cause for such action. Just cause shall include but not be limited to the following:

(a) medically diagnosed incapacity to perform assigned duties; (b) incompetence; (c) behavior incompatible with effective conduct of duty; (d) behavior detrimental to the Town; or (e) failure to carry out assigned duties.

2. The parties jointly recognize the constructive value of disciplinary action. Accordingly, the Town will:
 - a. Act promptly to apply discipline within a reasonable time of the offense;
 - b. Utilize a procedure of progressive discipline, in increasing order of significance:
 1. Oral reprimand
 2. Written reprimand
 3. Suspension without pay
 4. Demotion
 5. Dismissal
 - c. The parties agree that there may be appropriate cases that may warrant the Town by-passing some of the discipline steps.
3. All disciplinary actions, including references to oral reprimands, shall be written and placed in the employee's personnel file at the time they are given. Such actions shall narrowly and specifically identify the alleged action or non-action for which the discipline is being given, and shall cite the particular Contract provision or published rule or regulation which is alleged to have been violated.
4. Written records relating to reprimand, suspension, and commendation are considered to be of decreasing significance with the passage of time. An employee may request in writing that the Chief of Police remove or correct any written record contained in the employee's personnel file. If the request is denied, the employee may submit a written statement for the file(s) explaining his/her version of the information contained therein with evidence supporting such version. This statement shall be maintained as part of the employee's personnel file.
5. In proceedings with the Chief of Police or his designate where disciplinary actions may be forthcoming against the member covered by this Contract, the Union may represent the member and/or accompany him in any hearing with the Chief or his designate, if so desired by the member. The representative used will be off duty at the time and in no way diminish the patrol officers on duty. This will not apply to those areas of immediate supervision (shift supervisor) who are taking corrective measures in the management of their shifts.

VII GRIEVANCE PROCEDURE

1. Definition - A grievance under this article is defined as a complaint, dispute or controversy which arises between one or more employees and the employer and/or

his/her agent, or an alleged violation of any provisions of this Agreement, except Article XXII (Management Rights), in which the individual grievant alleges a personal loss or injury, however, all cases of discipline and discharge are grievable.

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 two (2) days. It is anticipated that nearly all complaints can be resolved informally without grievance.

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.

2. Procedure

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) business days after the employee knew the facts on which the grievance is based, and in no case more than thirty (30) days from the occurrence of the act by the Town causing the grievance. The Chief shall meet with the employee within three (3) business days following receipt of the notice and shall give a written decision within three (3) business days thereafter.

Step Two -- If the employee is not satisfied with the decision of the Chief, he/she may file, within five (5) business days following the Chief's decision, a written appeal with the Town Administrator setting forth the specific reasons why he/she believes the Agreement is being violated by the Town action in question. Within ten (10) business days following receipt of the appeal, the Town Administrator shall either issue a written decision or schedule a hearing. Said hearing shall be held no later than thirty (30) business days following receipt of the appeal and written decision shall be rendered within five (5) business days thereafter.

Step Three - Grievance Mediation can take place after the last step of the in-house grievance procedure before arbitration if agreed by both parties. Mediator services through the Federal Mediation and Conciliation Service shall be used

Step Four- If the employee is not satisfied with the decision of the Town Administrator and if grievance mediation is used and no resolution found, the Union may file, within twenty (20) business days following the receipt of the decision of the Town Administrator, a request for arbitration to the American Arbitration Association under its rules and regulations. The decisions of the arbitrator shall be final and binding on the Parties.

3. The cost of arbitration shall be borne by the party for whom the arbitration has ruled against.

4. The foregoing time limitations may be extended by mutual agreement of the Parties.
5. Failure of the grievant to abide by the time limits set out in this article shall result in the grievance being deemed settled on the basis of the last decision made by the appropriate "hearing officer" on behalf of the Town. Failure of the Town or its representatives to provide a decision at any step of the procedure shall result in the grievance automatically progressing to the next step of the procedure.
6. The grievant may be present at all steps of the procedure.
7. The grievant has the right to be represented at any step of the grievance procedure by a representative of the Union.

VIII NO STRIKE

As in accordance with RSA 273-A: 13, the Union and its members agree not to cause, condone, sanction or participate in any strike, walkout, slowdown or work stoppage.

The Union and its members agree that each and every employee violating this article shall be subject to disciplinary action by the Town.

IX DEFINITION OF WORKWEEK

1. The normal work schedule for the Patrol Bureau shall be four (4) eight-hour days on duty followed by two (2) days rest.
2. The normal work schedule for Services Personnel, *Community Relations Personnel and the **Assistant Prosecutor shall be a 5-day, 40 hour workweek schedule.

*Community Relations Personnel schedule at times may change to a four (4) eight-hour days on duty followed by two (2) days rest, depending on the school year.

**Assistant Prosecutor workweek may vary slightly from week to week as the duties dictate.

X EARNED TIME

1. Earned Time is an alternative approach to the traditional manner of covering absence for vacation, personal days, maternity leave and sick leave. Instead of dividing benefits into a specific number of days for each benefit, Earned Time puts these days together into a single benefit. Earned Time days can be used for a variety of purposes, including a payment in cash at time of termination. Earned Time is

available as soon as it is "earned". The exact number of Earned Time days available each year will depend on the years of service to the Town.

2. Coverage

Employees who are employed in a permanent position of at least 75 percent time are covered by Earned Time. The accrual rates are as follows:

<u>Years of Service</u>	<u>Fraction of a Day Earned Per Hour</u>	<u>Days Accrued (approx.) Per Month</u>	<u>Annual Days</u>
0 thru 5	.012	2.09	25
6 thru 10	.0144	2.50	30
10 thru 20	.0173	3.00	36
After 20	.0197	3.42	41

3. For the purposes of the Earned Time benefit, years of service will be calculated from the initial date of employment. Employees may accumulate Earned Time based on regularly scheduled hours worked or in pay status up to those hours budgeted for the position (other non-status hours worked in supplemental compensation such as overtime are excluded) and on years of service to the Town.

Effective July 1, 1995, the maximum accrual shall be ninety (90) days. In the event that an employee has accrued more than ninety (90) days as of July 1, 1995, he/she shall be capped and grandfathered at that level and may build back to the grandfathered level should he/she fall below the grandfathered level.

The Town shall buy back Earned Time Days on demand by the employee (employee option) at a rate of 1 earned day for 1 days pay, any Earned Time days accrued in excess of the employee's applicable annual accrual number (Example: An office earning 36 Earned Days per year would have to have not less than 36 days in his/her Earned Time bank before being allowed to cash in any Earned Days. Should his/her accumulated Earned Day total fall below his/her annual accrual number, he/she would have to wait until his/her accumulated Earned Day total rose back up above the accrual number, before cashing in any more Earned Days.) Such buy backs shall be exclusive of the minimum usage requirement.

The Town shall buy back from each employee unused Earned Time days accrued in excess of each employee's applicable cap at the rate of one (1) for one (1). Such buy backs shall be paid no later than the third pay period in January of each year based on prior years activity and shall be exclusive of minimum usage.

4. Termination* and Restoration of Service Credit: An employee whose break in service from the Town is less than one year will have his/her service bridged for

purposes of computing Earned Time accrual. For breaks of more than one year, an individual will earn one year credit for each year of employment after return until the total past credit is accrued. After nine (9) years of employment following return to work, credit for all previous service will be given.

*For the purpose of this section, termination shall include any approved leave of absence such as for health reasons, military service, and also includes lay-offs.

5. Usage

Earned Time may be used any time after being earned, including during an employee's probationary period. All planned absences will be mutually agreed upon by the employee and his/her supervisor prior to the date of absence.

A. A minimum of three (3) officers, per day, will be allowed to take Earned Time, regardless of shifts. Additional officers may be granted Earned Time upon Division Commanders approval. (Not to include Investigative Services Personnel Community Relations Officer(s) and School Resource Officer(s).

*The only exception to the above will be the following days at which Earned Time will be available to only one (1) officer per shift. (Not to include Services Personnel and the Community Relations Officer(s) and School Resource Officer(s)).

- | | |
|-----------------------|----------------------|
| 1. New Year's Eve Day | 4. Thanksgiving Day |
| 2. New Year's Day | 5. Christmas Eve Day |
| 3. Independence Day | 6. Christmas Day |

Officers wishing to utilize Earned Time on the 4th of July may submit his/her request only after the spring schedule change has been posted. Those wishing to use Earned Time for Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, and New Year's Day, may submit his/her request only after the Fall schedule change has been posted.

Traditional department wide shift change, posting of assignments, will be made by the beginning of the third work week of March and September of each year. Said assignments will be effective the first week of April and October absent any extenuating circumstances. Should such conditions exist it is hereby agreed that the Town may extend its portion of this agreement by two (2) weeks (posting and effective date). Any extension beyond the aforementioned two (2) week period must be mutually agreed to by the Town and the Derry Police Patrolman's Association.

Earned Time can be taken in increments of four (4) hours, (at either the beginning or end of the shift, subject to the limitations indicated in Article XXVI paragraph 5), days and weeks.

All planned Earned Time and unplanned short notice Earned Time will be mutually agreed upon. When Earned Time is denied, the supervisor shall inform the officer of the reason for the denial. Such reasons may be, but not limited to, manpower strengths (2 Patrolman on duty), emergency situations, or anticipation of inordinate demands for police services.

Officers will not use less than a regularly assigned full shift when the purpose for such request is for employment outside the department.

When an officer requests Earned Time, his or her supervisor's inquiry shall be limited to whether the Earned Time requested is for personal time, outside employment or for emergency Earned Time.

B. Planned Earned Time

All officers will fill out an Earned Time request form and submit it to their respective supervisor for approval by the Division Commander.

All officers requesting Earned Time will first check with the Union Earned Time calendar to determine dates and times are available, prior to submitting the request forms.

All officers should note the date and time they are planning their request on the Union Earned Time calendar and their request form. This is to prevent the "bumping" of less senior officers.

From the time an officer requests any Earned Time, they may be bumped by a senior officer within a fourteen (14) day period. After the fourteen (14) day period, the Earned Time is locked in.

For all unplanned short notice Earned Time requested, within a two (2) week period, seniority presides. A senior officer can bump another officer up until twenty-four (24) hours prior to the senior officer's Earned Time.

Any officer planning to bump a less senior officer who has already been granted Earned Time must advise that less senior officer that they have in fact been bumped and must report for scheduled duty.

C. Emergency Earned Time

Emergency Earned Time will be granted upon request (to include, but not limited to, mental/physical sickness, and personal emergencies). Upon request of emergency Earned Time, the officer shall state the nature of the emergency. Example: nature of illness, personal emergency, etc.

Emergency Earned Time will not affect any other officer who has already been granted planned Earned Time or unplanned short notice Earned Time.

Officers utilizing emergency Earned Time while on duty will only be docked for the actual amount of time taken. (i.e., if an officer leaves their scheduled shift an hour early because of illness, they will only be docked one (1) hour.

6. Minimum Usage

There is a minimum usage of Earned Days required each year. See schedule below:

<u>Years of Service</u>	<u>Minimum Usage per Year*</u>
0 thru 5	13 days
6 thru 10	15 days
11 and after	18 days

*Computation of minimum usage will occur as of December 31st of each year. Employees with less than six months of service are exempt from minimum usage requirements.

- (a) Earned days may be taken to cover absence for any reason, including illness, vacation, funeral, dentist or doctor visits, as long as the total number of days taken meets or exceeds the minimum required usage as indicated.
- (b) Days converted into the sick leave pool do not count towards minimum usage.
- (c) Earned Time benefits accrue only during the initial three (3) weeks (15 working days) of sick leave pool usage. Each separate use of the sick leave pool, however, provides for this continuing earning ability.

7. Sick Leave Pool

- (a) The Sick Leave Pool is intended to provide security to supplement other insurance benefits by allowing employees to "buy" insurance for extended illness, or other disability. Pool days may be used to "make an employee whole" if disability or workers' compensation benefits are less than normal net base pay. When "buying" pool days, employees convert earned days on a 1:3 basis. Similar to purchasing insurance, the employee may pick a given number of days to exchange for coverage in case of extended disability.
- (b) Pool Days are available for use only under the conditions listed below, and are not eligible for payout at retirement or termination.
 - 1) Use of Pool Days may begin on the sixth consecutive work day absence due to illness, injury or other disability.
 - 2) A physician's report must accompany the request to use Pool Days.

- 3) It is not necessary to use up all Earned Days before using Pool Days.
- 4) The employee may continue using Pool Days until his/her Pool is exhausted or until no longer disabled.
- 5) Periodic doctor's reports may be required.
- 6) The maximum Pool Day accrual is 150 days (i.e., the maximum conversion of Earned Days is 50, which would convert to 150 Pool Days). If Pool Days are used, or if an employee wishes to add to his/her Pool Days, more Earned Days may be added each December (to a total of 150 Pool Days). Earned Time may not be converted to Pool Days at any other time.
- 7) An exception to (b)1) above, regarding use of five (5) Earned Days to access the Sick Leave Pool may be granted when:
 - × an employee returns to work after using sick pool days but is disabled again within 10 working days of return;
 - × The disability is from the same cause as the original sick pool usage;
 - × The disability is certified by a physician to be the same as the original use;
 - × under these circumstances, the Town Administrator may grant an exception to the five (5) Earned Time Day requirements

8. Termination

All unused Earned Time Days will be paid at the time of termination or retirement. However, since a notice period of two (2) weeks is considered to be appropriate and normal for any employee terminating, in cases where such notice is not given, a pro-rated payment for Earned Time accrual, based on the notice given, will be made. Exceptions to such notice requirements may be granted by the Town Administrator. Employees may leave Earned Time earnings intact, pending recall, if the nature of their absence from employment is lay-off.

Example: If a terminating employee leaves with one week's notice, when the appropriate notice is two weeks, he/she would receive half of his/her accumulated Earned Time benefit, i.e., if he/she had accumulated benefits totaling \$3,242.80, the pay-out would be reduced to \$1,621.40.

- (a) Earned Time is paid at the base pay rate at time of termination.

- (b) In the event of the death of an employee, his/her Earned Time benefit shall be paid to his/her beneficiary in full.

XI WAGES

Effective July 1, 2007 all members of the unit will receive a two and one-half percent (2.5%) wage increase; wage rates shall be as provided in Appendix A-1.

XII LONGEVITY PAY

Any member covered by this Contract who has served five years of regular appointed duty with the Derry Police Department will be paid five dollars (\$5.00) per week in addition to their regular weekly salary. For each additional five years thereafter, an additional five dollars (\$5.00) per week above the normal weekly wage will be paid for every five years served.

XIII OVERTIME RATE

1. Employees covered by this agreement shall be entitled to pay at the rate of time and one-half (1.5) their respective hourly rate for all time worked in excess of their regularly scheduled hours in any given workweek. Loss of time due to job-related injury, holidays (for employees on a five (5) day forty (40) hour work schedule) and earned time usage, shall be considered as time worked for the purpose of computing overtime; any other absence from work shall not be considered as time worked.
 - (a) Each officer shall report to duty thirty (30) minutes before the beginning of the shift. This is paid at the appropriate time rate.
 - (b) Each officer covered by this Agreement shall be available for training for a maximum of thirty-six (36) hours per year. Said time shall be used for full department meetings, firearms training, or other job-related training as designated by the Chief of Police. Said time shall be paid at the employee's appropriate rate of pay for the period within which it occurs. The Chief of Police shall schedule training in advance for a minimum period of thirty (30) days. The thirty-day notice may be waived by mutual consent of the Union and employer. Any cause for absence shall have to meet the same standard as failing to report for a regularly scheduled shift.
2. Hours of pay status as a result of receipt of Workers' Compensation shall be used for the purpose of computing eligibility for overtime compensation.
3. Unit members will be allowed a thirty (30) minute meal period without pay during the scheduled shift. If called back to work during the period due to an emergency, the officer will be paid appropriately for the time.

4. Officers are required to return to duty status no later than 45 minutes from the time they are cleared for their meal break. The meal period itself is 30 minutes. The additional 15 minutes are allowed for travel to their desired location, if needed. Officers may use personal vehicles to travel outside of Derry for meal periods, as long as they return to Derry Police headquarters within the 45 minute time frame noted. Department vehicles are not to be taken outside Derry Town limits for meal period purposes. Officers assigned to Derry Police headquarters, who remain at headquarters, have 30 minutes from the time they are cleared until they are required to return to duty status.
5. No employee shall be relieved of duty during the regular shift hours in their basic work week in order to compensate or offset overtime hours worked or anticipated unless he/she agrees to be so relieved.
6. Employees assigned as Detectives, Juvenile Officers, the Assistant Prosecutor or other specially assigned positions, will be paid their respective rates of pay at time and one half (1.5) for all time worked in excess of their regularly scheduled hours, in any given work week except when working Patrol or Dispatch overtime and in accordance with paragraph 1 (in which case they will receive their appropriate Patrol rate of pay at time and one half (1.5)). (Examples 1: An officer assigned as a Step III Juvenile Officer would receive Step III Patrol overtime, 2: A Master Patrol Officer assigned as an Assistant Prosecutor would receive Master Patrol overtime).

XIV SERVICE OUT OF RANK

1. Officers covered by this Agreement, when assigned for more than five (5) consecutive days to service out of their permanent rank, shall be entitled to the probationary rate of pay of said higher rank.
2. Officers covered by this agreement, assigned as a field training officer, shall receive an additional 7.5% for hours actually worked as a field training officer.

XV OUTSIDE DETAILS

1. Outside details will be paid at time and one-half (1-1/2) the respective patrol officer's rate of pay, up to a maximum rate of Step IV Patrol Officer, for a minimum of four (4) hours.
2. Outside details are offered or denied at the discretion of the Chief of Police. Such details may be withheld, for example, because of an officer's failure to fulfill regular duty assignments or extra duty assignments as offered by the department.
3. Outside details may be worked in communities that have Mutual Aid agreements in effect with the Town of Derry, providing Town of Derry overtime and outside details

are filled in accordance with the Policies and Procedures as set forth by the Police Department.

XVI MASTER PATROL OFFICER

1. Master Patrol Officer (MPO) - Effective October 1, 2003, members who have completed seven (7) years as an officer in the department and have received no disciplinary action involving a suspension with a loss of pay during the preceding twelve (12) months, will receive a five percent (5%) wage increase. The disciplinary requirement shall remain as an annual requirement. Should a member receive a disciplinary action involving a suspension with a loss of pay, the five percent (5%) wage increase shall be rescinded for a period of one year, beginning from the date the MPO was rescinded. After the one year penalty the officer shall again receive the five percent (5%) MPO.
2. Senior Master Patrol Officer (Sr. MPO) - Effective October 1, 2003, members who have completed eleven (11) years as an officer in the department are eligible to take: 1) a written test used by the department, 2) a physical standards test (police standards and training for entry level, age specific) and upon successful completion of both tests and having no disciplinary action involving a suspension with a loss of pay during the preceding twelve (12) months, will receive a seven percent (7%) wage increase. The disciplinary action shall remain as an annual requirement. Should a member receive a disciplinary action involving a suspension with a loss of pay, the seven percent (7%) wage increase shall be rescinded for a period of one year, beginning from the date the Sr. MPO was rescinded. After the one year penalty the officer shall again receive the seven percent (7%) Sr. MPO.

The Sr. MPO testing process is separate of any other testing process conducted in the department.

Scheduling of Tests:

- (a) Testing for the Sr. MPO shall be conducted annually in the months of July and December. The day of the test will be selected by the Chief of Police and posted at least thirty days prior to the test date.
- (b) Participation in the testing process for Sr. MPO is voluntary.
- (c) Officers wishing to partake in the Sr. MPO testing process may select either test date with the understanding that No retroactive pay will be given. Should the officer take the Physical Fitness Test and Written Exam after their anniversary date they shall only receive the Sr. MPO rate of pay from the date of successfully passing the tests. The officer may take the Physical Fitness Test and Written Exam prior to their anniversary date but will not receive the pay increase until their anniversary date (example: A member whose anniversary is in the month of November that takes the

tests in July and passes both will receive their wage increase on their anniversary date in November if the officer elects to take the tests in December and passes, the officer will receive their increase from the test date).

(d) Should an officer fail their Physical Fitness Test or Written Exam the officer may take the next available test date with the understanding that their rate of pay Will Not be increased until their next anniversary date (example: a members anniversary date is in the month of November and the member fails either the Physical Fitness Test, the Written Exam or both in December the member may retake the failed portion(s) in July with the understanding that should the member pass the test(s) their rate of pay will not increase until their anniversary date in November).

XVII HOLIDAYS

1. The following days shall be paid holidays for the Derry Police Department:

New Year's Day	Independence Day	Thanksgiving Day
Martin Luther King Day	Labor Day	Christmas Day
President's Day	Columbus Day	
Memorial Day	Veteran's Day	
- A. Members of the Police Department shall receive a day's pay at regular rate of pay for the above holidays in addition to his/her regular weekly pay. Effective upon the date of signing officers who actually work the holidays of the 4th of July, Thanksgiving, Christmas and New Year's Day, shall receive a rate of pay at time and one half.
- B. Officers, to receive holiday pay, must be receiving pay from a check drawn against the Town of Derry for the workweek in which the holiday falls.
- C. In the event that a paid holiday falls during the vacation period the employee will receive the additional day's pay for the holiday.

XVIII BEREAVEMENT LEAVE

1. In the event of a death in the immediate family of an employee, he/she will be granted leave in the amount of three (3) days, excluding regularly scheduled days off, and such leave will not be charged to Earned Time leave. "Immediate Family" shall include spouse, his or her spouse's parents, grandparents, great grandparents, brothers, sisters, child, and other members of the family residing permanently within the household of the employee.
2. Bereavement leave may only be used to cover regularly scheduled shifts and the unworked portion of a swap. No such benefit shall be available for any other scheduled or unscheduled work. Should a pay back swap and a regular shift fall on the same day, the officer would be charged for two (2) days of bereavement within the twenty-four (24) hour period (workday).

3. Bereavement leave commences when the officer is notified of an immediate family members passing. If notice is before the beginning of the affected officer's regularly assigned shift, regardless of work status, (day off or scheduled to work) or the commencement of the pay back swap this shall be the first day of the three (3) day benefit. Should the officer be working and chooses to leave work, he/she will be granted emergency earned time for the remainder of the shift. Bereavement leave would start the next day.

XIX CLOTHING ALLOWANCE

1. For new officers, all uniforms, including footwear and equipment as required by the Town will be provided by the Town. For purposes of this Article, uniforms shall mean all clothing, and equipment as specified on the department approved Uniform List as approved or amended by the Chief of Police and as originally provided to each uniformed officer by the Town.
2. Accounts will be established in the name of each uniformed officer covered by this Agreement at "a store or stores" for the purpose of replacement of worn out uniforms. The account(s) shall be for a total amount of four hundred dollars (\$400.00) each year. Each July 1st the balance for continuing uniformed officers shall be restored to the original amount of four hundred dollars (\$400.00).
 - a. An account will be established for each detective in the unit in the amount of four hundred seventy-five dollars (\$475.00) for each year to purchase and replace clothing worn on the job as approved by the Chief.
3. The Town agrees to repair or replace uniforms that are damaged or destroyed in the line of duty, under procedures and standards as set forth by the department.
4. The Town will provide for the cleaning of fifty-two garments per year (such as one shirt, one trousers) and in addition, will provide for the cleaning of outerwear twice during the winter season.
5. Members submitting "appropriate business attire" for cleaning shall make a notation on the cleaning log sheet indicating what required department business the clothing to be cleaned was worn. An example of such notation would be "court 11/18/98, special assignment (brief description), training 11/21/98, etc.
6. Garments shall mean those items of clothing that are required to be and are actually worn on duty while conducting the business of the police department to include uniforms, fatigues and appropriate business attire (required for court, training, etc.).
7. All employees, at the time of termination of employment, are required to return to the Chief of Police a serviceable initial issue of clothing and equipment replicating that which was issued at the time of the individual's employment. Failure to do so shall

result in a deduction from the final paycheck(s) of an amount equal to the value of the clothing/equipment issued but not returned.

XX COURT TIME

1. The Town will pay employee's time and one-half (1-1/2) the normal rate of pay for all court time. Court time is defined as all time actually spent in court, as well as applicable travel time as indicated below. The Town will pay employees time and one half (1.5) their normal rate of pay for a minimum of three (3) hours or time actually spent in district or superior court, whichever is greater (including applicable compensation as provided in a., b., c., and d. below). Should an employee be required to return to court in the afternoon because a case was scheduled to begin for that time he/she shall be entitled to a second 3 hour minimum or for time actually spent in the court set forth herein, which ever is greater. Employees reporting to court while off duty will receive the three (3) hour minimum as provided for upon signing over any court witness fee, exclusive of mileage.

In the event an employee's second court appearance occurs prior to their scheduled shift and whose court appearance carries into their scheduled shift, the employee shall be paid for actual time in court in lieu of the second three (3) hour minimum.

Employees who report to court while on duty and who are held over in court immediately after their shift, will receive the greater of either the court witness fee or time and one half (1.5) their respective rate of pay for all time in court while off duty.

- a. Travel time of two (2) hours total will be added when attending Portsmouth District Court.
- b. Travel time of one and one-half (1½) hours total will be added when attending Rockingham or Merrimack County Superior Courts.
- c. Travel time of one (1) hour total will be added when attending Salem District Court.
- d. Travel time of 1/4 hour total will be added when attending the Auburn District Court.

In the event an officer's scheduled court occurs during their scheduled shift and whose travel time immediately precedes their scheduled shift, the officer shall only receive their appropriate rate of pay for the time traveled prior to going on duty.

The following procedure shall apply upon cancellation of scheduled court:

1. Officers who are scheduled for court and are not notified to cancel and report to police headquarters or the court for preparation in conjunction with court cases, shall receive 3 hours pay at time and one half their respective rate. If the officer is eligible

to receive a witness fee as a result of a negotiation between the prosecution and defense when a case is continued or resolved, the officer's compensation shall be as provided in paragraph 1 above.

2. A reasonable notification to cancel court shall occur a minimum of twenty-four hours prior to said scheduled court appearance.
3. Officers are not eligible for compensation when the department contacts or attempts to contact the officer at least twenty-four hours prior to the scheduled court appearance. The Department will make contact or attempt to make contact, at the officer's residence or if the officer is on duty, advise them at the department. Whenever feasible, notice or attempts shall be made utilizing a recorded phone.
4. An officer who is notified in accordance with paragraph 3 to cancel court prior to the twenty-four hour provision is not entitled to compensation.
5. An officer who is notified within twenty-four hours of their appearance and has not reported to police headquarters or court for preparation in conjunction with said court case shall be entitled to one hour's pay at time and one half.

XXI PROFESSIONAL LIABILITY

The employer shall provide, at no cost to the employee, professional liability coverage in the amount of not less than \$100,000.00 per individual, and \$300,000.00 per incident for liability protection for actions arising out of performance of the employee's duties. Said insurance shall be provided as set forth only if available at a reasonable rate, the reasonableness shall be determined by the Commissioner of Insurance.

XXII INSURANCE AND MEDICAL COVERAGE

1. The Town shall provide employees with the option of selecting one of the following: A -Blue Choice POS (BC3T5RDR-R\$3/\$15M\$1) or B - Blue Choice (BC3T10-R\$3/15M\$3/7) or an equal and mutually agreed upon plan for single, two person, or family coverage. Employees will provide to the Town, through equal weekly payroll deductions, an insurance premium for that employee's level of coverage:

A. Blue Choice POS (BC3T5RDR-R\$3/\$15M\$1)

Effective July 1, 2007, 14.0% of premium or \$55.22 for family coverage, \$40.90 for two person coverage and \$20.45 for single coverage, per weekly payroll period.

The rates shall remain capped pending a future Contractual Agreement.

B. Blue Choice POS (BC3T10-R\$3/15M\$3/7)

Effective July 1, 2007, 14% of premium or \$53.74 for family coverage, \$39.81 for two-person coverage and \$19.90 for single coverage, per weekly payroll period.

The rates shall remain capped pending a future Contractual Agreement.

A buy-out of health insurance premiums shall be available at the value of fifty percent (50%) of the total premium for employees who, upon proof of alternative coverage, opt out of the Town's plan. Buy-out shall be at the coverage level for which the employee is eligible with payments made monthly. The buy-out shall be at fifty percent (50%) of Option A rates.

A buy-out of health insurance premiums shall be available at the value of \$2500.00 for employees hired after November 16, 2004 who, upon proof of alternative coverage, opt out of the Town's plan. Buy-out payments shall be made monthly.

The Town and Union agree to form a "Joint Labor-Management Committee: to review all possible Health Insurance Package Options. The Committee shall be comprised of one member from each bargaining unit, the Human Resources Director or designee and the Administrator or designee. When the Committee agrees upon an option, advertises (RFP/RFQ) and selects a provider, then the selected option shall be subject to being negotiated into this Agreement by the parties. The Human Resources Director shall serve as the facilitator of the committee and one union representative shall serve as co-facilitator.

Employees may opt for a higher level coverage as available through the New Hampshire Municipal Trust. In such event, the employee shall, through payroll deduction, pay the difference between the premium opted for and the Town's premium share for that employee's Blue Choice POS level of coverage.

2. Dental Insurance The Town agrees to make available Dental Insurance as provided by the New Hampshire Municipal Association Health Insurance Trust Ins., Option I - Coverage A - 100%; Coverage B - 80%; Coverage C - 50%; Coverage D - 50% with \$25/\$75 deductible and \$1,000 maximum per person. The Town shall pay 100% of the single membership and shall make available, at the employee's expense, two-person and "family" coverage, which shall be payroll deducted from such employee's pay.

Effective July 1, 2000, the buy-out of dental insurance premium shall be at the value of fifty percent (50%) of the total premium for employees who, upon proof of alternative coverage, opt out of the Town's plan. Buy-out shall be at the coverage level for which the employee is eligible.

3. The Town agrees to provide each member of the unit, life insurance coverage due to death by any cause in the amount of one year's annual base salary, to the next higher thousand dollars and an additional one (1) year's salary for accidental death and dismemberment based in accordance with the provisions of a generally available commercial plan, including dismemberment provisions as follows:

<u>Loss</u>	<u>Benefit Amount</u>	<u>Definition</u>
Loss of life	100%	
One hand or one foot	50%	“Loss of hand or foot” means total by dismemberment and irrecoverable loss by actual severance of the hand or foot at or above the wrist joint or ankle joint.
Sight in one eye	50%	“Loss of sight” means a total and irrecoverable loss which cannot be medically or surgically treated by artificial means.
Thumb and index finger of same hand	25%	“Loss of thumb and index finger” means actual severance of each joint at or above the metacarpal joints.

If you suffer more than one of the above scheduled losses, the benefit amount percentages are accumulated to a maximum of 100% for any one accident.

4. An insurance plan will be provided, as in the past, which provides compensation for lost time because of illness of greater than seven days. Such coverage to provide benefits for 26 weeks at 70% of base pay. The maximum weekly coverage is nine hundred dollars (\$900.00). The effective date is as soon as possible following the signing of this contract.
5. Upon exhausting benefits as described in Article X Earned Time and in between 1-4 of Article XXI, the Town of Derry does not assume any further responsibility for the employee's salary.
6. Employee deductions for health insurance premiums and other benefits deductions will be made on a pre-tax basis as permitted under the provisions of a Section 125 Plan.

XXIII WORKERS' COMPENSATION

1. All employees of the Town who incur a job related injury or illness while in the performance of their duties shall receive their base salary (budgeted salary less normal deductions, not including overtime) while on injury/illness leave for up to a maximum of twenty-six (26) weeks.
 - A. All Workers' Compensation benefits received retroactively by an employee for a period during which the Town was providing base salary in accord with injury/illness leave will be reimbursed to the Town by said employee, upon receipt, by assignment of compensation payments ("sign over" the checks), up to the gross amount paid by the Town; any amount remitted to the Town by "sign over" in excess of the gross amount shall be refunded to the employee as soon as practicable but in no event later than thirty (30) days from the date of the sign over.
 - B. If an employee is denied benefits he/she must repay the Town for all compensation received by virtue of payments provided under Sect. 1. Repayment will be accomplished by charging Earned Time accumulations, both current and future, until the overpayment has been rectified, provided, however, that any repayment of sums due from accrued Earned Time will not be reduced below the level where the employee cannot take at least one week of Earned Time leave each year.
 - C. While on Workers' Compensation or Disability leave, employees shall continue to accumulate seniority and will remain eligible for full benefits up to a maximum of six months.

XXIV MANAGEMENT RIGHTS

1. Except to the extent that there is contained in this Agreement an express and specific provision to the contrary, all of the authority, power, rights, jurisdiction, and responsibility of the Town and the Police Department are retained and reserved exclusively to the Town and the Chief of Police including, but not limited to, the right to manage the affairs of the Town and the department and to maintain and improve the efficiency of its operations; to determine methods, means, process, and personnel by which operations are to be conducted, to determine the size and direct the activities of the Police Department; to determine the schedule and hours of duty consistent with the statutes and the assignment of employees to work; to establish new job classifications and job duties and functions and to change, reassign, abolish, continue, and divide existing job classifications for all jobs, to require from each employee the efficient utilization of his services; to hire, promote, assign, and retain employees, for just cause and reason, discipline, suspend, demote, and discharge employees; to promulgate and support reasonable rules and regulations pertaining to the operations.
2. The exercise of the management rights and responsibilities of the Town set forth hereby, except discipline and discharge shall not be subject to the grievance procedures set forth in this Agreement, except where a management right is

specifically required to be exercised in accordance with a specified procedure as provided in this Agreement, grievance alleging a failure to comply with such procedure will be subject to Grievance Article VII of this Agreement.

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

XXV SHIFT DIFFERENTIAL PAY

Shift differential to be paid only to personnel assigned to a full eight-hour (8 hour) shift or assigned to cover usual personnel assigned to that shift. Applicable rates are as follows:

<u>Hours</u>		
11 - 7	75¢	per hour worked
3 - 11	50¢	per hour worked
6 pm - 2 am	50¢	per hour worked

XXVI RESIDENCY LIMITATIONS

1. Members serving on special response assignments such as, but not limited to, special response team and accident reconstruction, shall reside within a thirty (30) minute response time area under normal circumstances; detectives shall reside within a forty-five (45) minute response time area under normal circumstances.

XXVII SENIORITY

1. An employee will not acquire seniority during his/her probationary period. The probationary period is considered as a temporary appointment. The probationary period shall be not less than six (6) months or more than one (1) year.
2. Seniority shall mean the length of full time service within the Police Department the initial computation of an individual's seniority shall occur the day after he/she satisfactorily completes the probationary period. At that time seniority is granted retroactively for the period of probation. Thus, the employee with one day less than one year's service has no seniority and the same employee two days later has seniority of one year and one day.
3. For purposes of computing length of service in grade as it applies only to the wage schedule, service shall be counted from day of employment within rank.
4. The Chief of Police shall establish a seniority list containing the names and seniority of all employees in the unit. The list will indicate: (a) the date of employment; and

(b) seniority within the Department. A current list must be posted at least once each year. Any objections to the seniority list as posted shall be reported in writing to the Chief of Police within ten (10) days, or the list will stand approved.

5. The parties agree to implement a seniority based shift assignment process for Officers with ten (10) years or more of Department seniority.
 - a. One half (1/2) of the respective positions shall be available for shift by seniority bidding. If an odd number of positions exist, the Department controls the majority.
 - b. The most senior eligible officer shall select first, continuing thereafter in a descending seniority progression, with the least senior eligible Officer selecting last.
 - c. If an Officer opts not to select from the remaining positions, he/she shall be assigned at the discretion of management, consistent with assignment of non-eligible personnel.
 - d. The department retains the right to reassign eligible Officers for unsatisfactory performance and/or disciplinary purposes. Prior to being reassigned for unsatisfactory performance, the Officer shall be notified in writing of such and given a four (4) week period to correct the stated problems. If not corrected after this period, the Officer may be reassigned with an understanding between the parties that the reassignment is intended to be remedial (not disciplinary) in nature and therefore not subject to the grievance procedure. If an Officer is disciplined, the action may include shift reassignment. The reassignment and any other discipline imposed are subject to the grievance procedure as indicated in Article VII.
 - e. If an eligible Officer is reassigned for either of the reasons noted in section d, an Officer who is not eligible for shift by seniority bidding shall replace them.
 - f. Patrol Officers eligible for shift by seniority bidding shall only be allowed to use four (4) hour Earned Time blocks a maximum of six (6) times per year. All non-eligible employees (Detectives, Community Relations Officer(s), School Resource Officer(s), and Patrol Officers with less than ten (10) years of Department seniority) retain unrestricted four (4) hour Earned Time blocks usage.

XXVIII FAMILY AND MEDICAL LEAVES OF ABSENCE

General Provisions

Under the provisions of the Family and Medical Leave Act of 1993 ("FMLA"), all employees who worked at least 1,250 hours during the prior twelve (12) months are entitled to take not more than twelve (12) work weeks unpaid FMLA leave of absence in a twelve (12) month period (as defined below) in the event of:

- a) The birth of a child in order to care for the child (leave must be taken within twelve (12) months of the birth);

- b) An adoption or foster care placement of a child in order to care for the child (leave must be taken within twelve (12) months of the placement);
- c) A serious health condition of the employee's parent, spouse, minor child, or adult child when the ill person is not capable of self-care and the employee is needed for such care; or
- d) A serious health condition of the employee which results in the employee's inability to perform his or her job.

As stated above, an eligible employee is entitled to a total of twelve (12) work weeks of leave during any twelve (12) month period. That twelve (12) month period is defined as a "rolling" twelve (12) month period measured backward from the date an employee begins any FMLA leave. Each time an employee begins FMLA leave, he is eligible to use any of the maximum of twelve (12) weeks leave not used in the prior twelve (12) months. For example, if an employee has used eight (8) weeks of FMLA leave during the twelve (12) months prior to a new leave request, the employee is then eligible to take an additional four (4) weeks of leave. As further example, if an employee takes four (4) weeks of FMLA leave beginning September 1, 2003, and four (4) weeks of FMLA leave beginning December 1, 2003, an employee requiring additional FMLA leave on March 1, 2004, would have four (4) weeks of FMLA leave available. In other words, the number of weeks which an employee has available upon the beginning of a FMLA leave shall be twelve (12) weeks less the number of FMLA leave weeks taken in the twelve (12) month period prior to the beginning of the current FMLA leave (the "Available Leave Weeks").

FMLA leaves for the birth or placement for adoption or foster care of a child, as described in paragraphs A and B above, must be taken all at once unless otherwise agreed to by the Town Administrator. If medically necessary, FMLA leaves due to illness as described in paragraphs C and D above may be taken on an intermittent or reduced leave schedule. If FMLA leave is requested on this basis, the Town Administrator may require the employee to transfer temporarily to an alternate position which better accommodates periods of absence or a part-time schedule, provided that the position has equivalent pay and benefits.

When a FMLA leave is approved, an employee's accrued, unused Earned Time will be included as part of the twelve (12) week leave requirement for an A, or B FMLA leave listed above. For example, an employee with two (2) weeks accrued, unused Earned Time is required to use that time before taking not more than ten (10) additional unpaid weeks. In addition, for type A or B FMLA leave the employee may at his/her option utilize accrued unused Earned Time to cover any period of otherwise unpaid leave. For type D leave, an employee eligible for Short Term Disability may use unused accrued Earned Time to supplement the difference between the Short Term Disability benefit and his/her regularly weekly wages, exclusive of overtime. In the event an employee exhausts Short Term Disability benefits or in the use of a type C leave an employee must use any accrued unused Earned Time in excess of forty-five (45) days and further provided may convert such days in excess of forty-five (45) to "sick days" at the rate of one Earned Time day for two "sick days."

When an employee requests any leave of absence which qualifies as leave under the FMLA, the Town Administrator may designate such leave as FMLA leave upon written notification to the employee.

Status of Employee Benefits

While on FMLA leave, employees may continue to participate in the Town's group health insurance in the same manner as employees not on FMLA leave. In the event of unpaid FMLA leave, an employee shall pay to the Town Finance Director the employee's share of any medical insurance premiums once per month in advance on the first day of each month. For contributions to a flexible spending account, if any, during any unpaid FMLA leave, such amounts must be withheld from the employee's last paycheck or checks. In the event that the employee elects not to return to work upon completion of a FMLA leave of absence, the Town may recover from the employee the cost of any payments to maintain the employee's medical coverage, unless the employee's failure to return to work was for reasons beyond the employee's control.

Benefit entitlements based on length of service will be calculated as of the last paid work day prior to the start of the leave of absence; for example, an employee on leave will not accrue vacation. At the end of an authorized FMLA leave, an employee will be reinstated to his or her original or a comparable position.

Basic Regulations and Conditions of Leave

The Town will require medical certification to support a claim for FMLA leave for an employee's own serious health condition or to care for a seriously ill child, spouse or parent. For the employee's own medical leave, the certification must include a statement that the employee is unable to perform the functions of his or her position. For FMLA leave to care for a seriously ill child, spouse or parent, the certification must include an estimate of the amount of time the employee is needed to provide care. In its discretion, the Town may require a second medical opinion and periodic recertification's at its own expense. If the first and second opinions differ, the Town, at its own expense, may require the binding opinion of a third health care provider, approved jointly by the Town and the employee.

Notification and Reporting Requirements

When the need for FMLA leave is foreseeable, such as the birth or adoption of a child, or planned medical treatment, the employee must provide reasonable prior notice, and make efforts to schedule leave so as not to disrupt Town operations. In cases of illness, the employee will be required to report periodically on his or her FMLA leave status and intention to return to work. At the expiration of any FMLA leave due to the employee's own illness, the employee must present a written authorization from his/her doctor stating that the employee is ready to return to work.

Procedures

- a) A Request for Family and Medical Leave of Absence Form must be originated in duplicate by the employee. This form should be completed in detail, signed by the employee, submitted to the Town Administrator or his/her designee for proper approvals. If possible, the form should be submitted thirty (30) days in advance of the effective date of the FMLA leave.
- b) All requests for FMLA leaves of absence due to illness must include the following information attached to a completed Request for Family and Medical Leave of Absence Form:

Sufficient medical certification stating:

- 1) The date on which the serious health condition commenced;
- 2) The probable duration of the condition; and
- 3) The appropriate medical facts within the knowledge of the health care provider regarding the condition.

In addition, for purposes of FMLA leave to care for a child, spouse, or parent, the certificate should give an estimate of the amount of time that the employee is needed to provide such care. For purposes of FMLA leave for an employee's illness, the certificate must state that the employee is unable to perform the functions of his or her position. In the case of certification for intermittent FMLA leave or FMLA leave on a reduced leave schedule for planned medical treatment, the dates on which such treatment is expected to be given and the duration of such treatment must be stated.

Coordination with Maternity Leave

The Town provides employees a leave of absence for the period of temporary physical disability resulting from childbirth and related medical conditions. A maternity leave begins when an employee is medically determined to be disabled and ends when medically determined to be able to return to work.

Maternity leave will be treated in the same manner as a type D FMLA leave of absence; that is, the employee is required to exhaust accrued, unused earn time followed by use of unused vacation and personal days, respectively, as may be needed time before taking any unpaid leave. However, maternity leaves are not limited by any measure other than the period of medical disability.

An employee who uses less than the Available Leave Weeks for type D leave for maternity may take additional type A FMLA leave after the end of the disability period for a period not to exceed the Available Leave Weeks.

Coordination with Other Town Policies; Reference to FMLA and Federal Regulations

In the event of any conflicts between this policy and other Town policies, the provisions of this policy shall govern. The FMLA and the FMLA federal regulations issued by the U.S. Department of Labor contain many limitations and qualifications for entitlement and governance of FMLA leave not stated herein. The terms of the FMLA and the FMLA federal regulations are incorporated herein and will be applied in all instances of requested or designated FMLA leave.

XXIX OTHER BENEFITS

1. Deferred Compensation

The Town shall make a 457 Savings Plan available to employees of this unit. Employees opting to participate may make payroll deducted contributions to the Plan by designation of Earned Time (exclusive of minimum usage provisions) and/or wages up to the allowable maximum. The Town will make no contributions to the Plan.

XXX CALL IN PAY

A. Any employee covered by this agreement who is called into service and/or scheduled to work and who reports for work, will be guaranteed three (3) hours pay at their appropriate rate.

1. All officers called in who report for work shall be paid a minimum of three (3) hours at the appropriate rate, except as otherwise provided.
2. Any officer called in shall be relieved of duty once the purpose(s)/task(s) of the call in has/have been completed.
3. Any officer scheduled to work when such work does not immediately follow or precede their scheduled shift shall be paid a minimum of three (3) hours at the appropriate rate.
- 4.. Any officer scheduled to report for work prior to and in conjunction with their regular shift, shall be paid a minimum of three (3) hours at the appropriate rate, unless any such officer has been given a twenty-four (24) hour notice in advance, except that in unusual circumstances beyond the control of the Town, then such notice shall be at least eight (8) hours in advance of reporting for any such work. The notice provision of this Paragraph 4 may be waived by mutual agreement between the Department and the affected officer.
5. Officers required to remain at work beyond the regular scheduled shift, or officers scheduled to work as provided in Paragraph 4 above, shall be paid a the appropriate r rate for actual hours worked.

6. No officer shall receive more than one (1) minimum mandatory payment (call in) for work within an eight (8) hours period. If there is more than one (1) call in any

eight (8) hour period, the three (3) hour minimum shall be calculated on the shorter call in period and longer call in period shall be paid at the appropriate rate for actual hours worked.

7. The parties hereby agree to interpret and implement the terms of this agreement on a good faith basis.

- B. Officers who are currently assigned as Detectives, that are working patrol overtime and are required to perform task(s) that would otherwise have necessitated a Detective call in, shall receive appropriate Detective pay rate for the actual time spent performing those tasks.

XXXI ASSISTANT PROSECUTOR

The Assistant Prosecutor rate of pay shall be 92.5% of the Prosecutor's position and shall be adjusted accordingly.

The Assistant Prosecutor shall be eligible to work Patrol overtime at their appropriate Patrol rate of pay. The Assistant Prosecutor shall be eligible to work outside details at the appropriate detail rate of pay. The Assistant Prosecutor shall receive time and one half for their rate of pay for all hours spent beyond their regular schedule in department training.

XXXII EFFECT OF AGREEMENT

1. This instrument constitutes the entire agreement of the Town and the Union, arrived at as a result of collective bargaining negotiations, except such amendments hereto as shall have been reduced in writing and signed by the Parties.
2. The Parties acknowledge that during the 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 the 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 that 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 matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.
3. In the event any provisions of this Agreement in whole or in part are 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 provision 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.

XXXI DURATION OF AGREEMENT

This Agreement shall be in full force and effect from date of signing through June 30, 2008 unless otherwise provided in this contract.

Appendix A-1

Police Officers Hourly Rate Schedule

Patrol Officers work a 4 and 2 schedule, or 1941.33 hours per year. In order to derive annual salary, the hourly rate should be multiplied by that figure. Officers working a 5 and 2 schedule, or 2080 hours per year are paid weekly, however, to obtain the hourly rate for overtime purposes, the annual rate should be divided by 2080.

* The Assistant Prosecutor rate of pay is based on 92.5% of that of the Prosecutor.

Effective July 1, 2007

		Step 1	Step 2	Step 3	Step 4
Patrol Officer	Hourly	\$20.85	\$22.53	\$23.58	\$25.69
	Annual	\$40,476.73	\$43,738.16	\$45,776.56	\$49,872.77
Detective/Juvenile	Hourly	\$21.63	\$23.33	\$24.40	\$26.59
	Weekly	\$865.20	\$933.20	\$976.00	\$1,063.60
	Annual	\$44,990.40	\$48,526.40	\$50,752.00	\$55,307.20
Asst. Prosecutor	* See above.				

For the Town of Derry

for Derry Police Patrolman's Association

Gary Stenhouse, Town Administrator

Michael Houle, President

Date

Date