

COLLECTIVE BARGAINING AGREEMENT

TOWN OF EPPING

AND

EPPING POLICE UNION – LOCAL 28

NEW ENGLAND POLICE BENEVOLENT ASSOCIATION

APRIL 1, 2024

TO

MARCH 31, 2027

COLLECTIVE BARGAINING AGREEMENT

TOWN OF EPPING AND

NEW ENGLAND POLICE BENEVOLENT ASSOCIATION LOCAL 28

April 1, 2024, through March 31, 2027

This Agreement between the Town of Epping, New Hampshire, (hereinafter “the Town”) and New England Police Benevolent Association Local 28 (hereinafter “the Union”) is made and entered into this ____th day of March 2024. The purpose of this document is to set forth agreements and understandings reached between the Town and the Union with respect to wages, hours and other terms and conditions of employment for police officers in the bargaining unit described below. Moreover, it is the intent of the parties to this Agreement to continue the harmonious relationship between the Town and its police officers.

1. RECOGNITION CLAUSE

- 1.1 The Town recognizes the Union as the sole and exclusive bargaining agent for all full-time and regular part-time patrol officers employed in the Town’s police department for the purpose of collective bargaining with respect to wages, hours, and other conditions of employment. Excluded from the bargaining unit are persons in a probationary or temporary status, employed seasonally, irregularly, or on call, and all other employees of the Town of Epping not expressly referenced in this Paragraph.
- 1.2 The term “employee” as used in this contract refers to members of the bargaining unit reference above.

2. NO STRIKES

- 2.1 During the term of this Agreement, no employee covered by this Agreement shall engage in, induce, or encourage any strike, work stoppage, or other illegal activity or the withholding of services to the Town of Epping. Employees who go on strike will be subject to termination if they do not return to work within 48 hours of being ordered back.
- 2.2 The Union agrees that neither it, nor any of its officers or agents, national or local, will call, authorize, participate in, sanction or ratify any activity referred to in 2.1 above.

3. DUES DEDUCTION

- 3.1 Upon individual written authorization signed by a Union member covered by this contract and approved by the Union President, the Town agrees to deduct from the pay of each Union member so authorized the current Union dues as certified to the Town by the Treasurer of the Union. Said deduction shall be made each pay period provided, however, that if any employee has no check coming to them or if the check is not large enough to satisfy the deduction, then and in that event, no collection will be made from said employee for that period. The Town shall send the amount so deducted at least one time per month to: N.E.P.B.A. Chelmsford St. Suite 3 Lowell, MA 01861. In no case will the Town attempt to collect fines or assessments for the Union beyond regular dues. Should there be a dispute between an employee and the Union over the matter of deduction, the Union agrees to defend and hold the Town harmless in any such dispute.

4. MANAGEMENT RIGHTS

- 4.1 Except as otherwise expressly and specifically limited by the terms of this Agreement, the Town retains all its customary, usual and exclusive rights, decision-making in any way incidental to its responsibilities to manage affairs of the Town, and the Town retains all prerogatives, functions, and rights not specifically limited by the terms of this Agreement.
- 4.2 Without limitation, but by the way of illustration, the exclusive rights of the Town shall include the following:
- 4.2.1 To direct and supervise all operations, functions, and policies of the Town in which the employees in the bargaining unit are employed.
 - 4.2.2 To close or eliminate an office, operation, service or facility, or combination of facilities, or to relocate, reorganize or combine the work of divisions, officers, operations or facilities for budgetary or other reasons.
 - 4.2.3 To determine the need for a reduction, increase or adjustment in the work force and the implementation of any decision with regards thereto.
 - 4.2.4 To establish, revise, eliminate and implement standards and policies for hiring, classification, promotion, quality of work, safety, materials, uniforms, appearance, equipment, vehicles, methods, and procedures.
 - 4.2.5 To implement new, and to revise or discharge, wholly or in part, old methods, procedures, materials, equipment, facilities and standards.
 - 4.2.6 To assign and distribute work.

- 4.2.7 To assign shifts, workdays, hours of work, and work locations, including the approval and assignment of all overtime that will be outlined in the Epping Police Department policy.
 - 4.2.8 To determine the need for and the qualifications of new employees, transfers, and promotions.
 - 4.2.9 To discipline, suspend, demote or discharge employees for just cause.
 - 4.2.10 To determine the need for additional educational courses, training programs, on-the-job training and cross-training, and to implement such courses, programs, and training as management sees fit.
 - 4.2.11 To determine the budget and the means in which the Department's finances are to be spent and allocated.
- 4.3 Nothing in this Agreement shall be construed to limit the right of the Police Chief or his designee to command the Police Department as their judgment directs them in any and all emergency situations or when the public safety requires exceptions to this Agreement.

5. EMPLOYEE RIGHTS

- 5.1 The Town agrees not to discriminate against an 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 they have given testimony, or taken part in a grievance procedure, or proceedings of the Union.
- 5.2 No employee covered by this Agreement shall be disciplined except for just cause.
- 5.3 In accordance with state law, employees shall have the right to have a union representative or union counsel present during any investigatory interview which the employee reasonably believes may lead to their discipline.

6. GRIEVANCE PROCEDURE

- 6.1 The term "grievance" shall mean any dispute concerning the application or interpretation of any provisions of this Agreement. The termination of a probationary employee shall not be deemed a matter that is subject to this grievance procedure.
- 6.2 Grievances shall be filed with the Union President or their designee on behalf of the employee, within ten (10) days of the occurrence of the event giving rise to grievance or of the employee's knowledge of said event. In no event shall a grievance be filed more than 30 days after the occurrence of the event.

- 6.3 Grievances shall be filed directly to the Chief of Police by the Union president or their designee on the employee's behalf. A grievance conference with the Chief shall be scheduled within five (5) days.
- 6.4 The Chief shall answer the grievance within five (5) days of the grievance conference.
- 6.5 If the Chief's answer is deemed to be unsatisfactory, the Union, on behalf of the employee(s), may appeal the grievance to the Board of Selectmen within five (5) days of receipt of the Chief's decision.
- 6.6 The Board of Selectmen shall hear the grievance within twenty (20) days of the receipt of the grievance, and render a decision within fourteen (14) days of the hearing.
- 6.7 In the event that the grievance still has not been resolved to the satisfaction of the employee and Union, the Union may, by giving written notice to the Board of Selectmen within fourteen (14) days, submit the grievance to arbitration.
- 6.8 A list of arbitrators shall be requested from the New Hampshire Public Employee Labor Relations Board (hereinafter "PELRB"). The parties shall use good faith efforts to agree upon an arbitrator. In the event they are unable to do so within fourteen (14) days, the PELRB shall be requested to appoint an arbitrator.
- 6.9 The arbitrator selected shall render a decision within thirty (30) days following the closing of the arbitration hearing. The decision shall be final and binding upon the Town and the Union. The cost of the arbitrator shall be shared equally between the Town and the Union.
- 6.10 The above-listed time limits may be extended by mutual agreement between the Union and the Town.
- 6.11 The arbitration provisions of this grievance procedure shall be subject to RSA 542-8, Arbitration of Disputes.

7. SENIORITY

- 7.1 The seniority of a union police officer shall be determined as the period from the date of hire to a full-time position with no break in service with the Town and the work covered by this Agreement.
- 7.2 Nonunion employees, not governed by this contract, shall be identified as Chief, Captain, Lieutenant, Sergeant, or probationary employees but shall be considered as part of the seniority list.

- 7.3 In the event that more than one employee was employed on the same date, then the seniority shall be determined according to the grade received on their entrance examination.
- 7.4 The seniority list shall be posted within a reasonable time after the signing of this Agreement and shall be posted for no less than thirty (30) days. After the expiration of thirty (30) days, the seniority list shall become permanent and in effect, except for deletions and additions as needed. After the thirty (30) days has expired, the Chief shall retain an updated copy of the seniority list and make that list available within a reasonable time after a request to review the list is made to the Chief.
- 7.5 The seniority list shall be used to fill all patrol shift bids and special details. See 14.5, 14.6, and 14.7 for exceptions.
- 7.5.1 The Parties agree that, prior to December 31, 2024, either party may reopen this Agreement for the limited purpose of addressing the detail protocols set forth in Section 14.5, 14.5, and 14.7, provided that neither party shall be required to agree to any revision and further provided that any such amendment will not result in a further cost item that will require legislative body approval.

8. HOURS OF DUTY/OVERTIME

- 8.1 The hours of duty shall consist of a forty (40) hour week. Any work performed in excess of forty (40) hours in a calendar work week shall be eligible for overtime compensation. Any officer that works hours eligible for overtime will be paid at a rate of one and a half times their regular hourly rate. Earned time leave shall be counted as hours worked for purposes of calculating the overtime threshold.
- 8.2 All overtime must be approved by the Chief or his designee prior to its occurrence, except in emergencies. Employees may be disciplined for violating the overtime policy.
- 8.3 As a standard practice, the police department has a two-officer minimum per shift. The shifts are described as 7:00 AM to 3:00 PM (day), 3:00 PM to 11:00 PM (evening), and 11:00 PM to 7:00 AM (midnight). This will continue, however, for purposes of this contract, the only shifts that shall be filled with overtime, are the aforementioned patrol officer shifts left vacant by earned time, training, illness, bereavement, or any other absences and there is not a second officer assigned to the shift.

- 8.4 An officer assigned as a Field Training Officer for a given shift with a probationary Officer under them is allowed time in completing their required Daily Observation Reports after that scheduled shift. This extra time shall constitute hours worked and shall be counted toward the number of hours worked per week for the purposes of overtime eligibility under Section 8.1.

9. EARNED TIME

- 9.1 All full-time employees will accrue earned time in accordance with their anniversary date of hire. The Chief will place new hires based on 50% of their past experience. The Chief has the right to laterally transfer another officer to the Epping Police Department based on actual years of Service with Board of Selectmen approval and subject to the new hire matrix. Days per year will be based upon an 8-hour work day. Under this contract, all full-time employees listed in Exhibit B will earn time at current years of service, and all new hire earned time will be accrued based on the table below:

YEARS OF SERVICE	DAYS PER YEAR
0 to 12 Months	10 Days
1 to 4 Years	20 Days
4 to 8 Years	28 Days
8 to 12 Years	30 Days
12+ Years	32 Days

- 9.2 Earned time may be used any time after being earned subject to Section 9 of this Agreement.
- 9.3 The Town shall buy back up to 5 earned time days upon request of the employee at the rate of 1 hour for 1 hour pay once annually. None of the buyback time will be from the employee's earned time bank. Upon request by the employee and validation of the request by the Town, buyouts will be paid to the requesting employee as part of the first payroll in December. Employees must request a buyout before the deadline determined by management.
- 9.4 Earned time shall be calculated from the employee's initial date of employment, earned time will be credited to employees on a bi-monthly basis. Maximum accrual of earned time will be 400 hours.
- 9.5 Employees may only bank a maximum of five accrued earned time days per year.

- 9.6 The earned time bank can be utilized anytime that an employee has not yet earned time according to the schedule listed in section 9 or has exhausted their earned time benefit for any given year. The use of any earned time not yet earned may be conditioned upon the employee entering into an agreement with the Town authorizing the withholding of any wages associated with such time in the event that the employee separates from employment prior to earning the time used. Probationary employees will not be permitted to use earned time that has not yet accrued in accordance with this section 9.6.
- 9.7 The employees' date of hire will be used to properly calculate accrued time.
- 9.8 Planned earned time requests shall be filed with the Chief of Police or his designee within one week or seven days of its planned usage. In the event that the use of earned time request conflict with appropriate staffing, earned time will be granted to the most senior employees first by using the established seniority list.
- 9.9 Emergency or short notice earned time will be granted upon request to include but not limited to circumstances of illness and personal emergencies. The employee shall notify the duty officer or their immediate supervisor of illness or the nature of the emergency.
- 9.10 All unused accrued earned time will be paid to an employee upon separation, resignation, or retirement up to the maximum of 400 hours. At the rate of 1 hour for 1 hours pay. Two weeks is considered timely notice of separation in the event that the employee fails to notify the Town of said separation, resignation, or retirement with a two-week notice then accrued earned time shall be forfeited Upon just cause termination of an employee that employee shall forfeit all unused accrued time to the Town.

10. SHIFT SWAPS

- 10.1 Shift swaps must be requested through a supervisor in writing no less than 24-hours prior to the shifts.
- 10.2 Supervisory approval shall not be unreasonably denied. The Town of Epping shall not incur overtime solely as a result of the trade.
- 10.3 Any arrangements for exchanges of shifts will be arranged between two officers only desiring the exchange.
- 10.4 Shifts will be arranged so that both parties will have made use of the exchange in the same pay period.

11. HOLIDAYS

11.1 Full-time employees are entitled to twelve (12) paid holidays as follows:

New Year's Day	Columbus Day
Civil Rights Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Juneteenth	Christmas Day
Independence Day, July 4 th	Labor Day

11.2 Full-time employees shall be paid for any holidays that occurred when they were employed with the town at their hourly rate, payable in a lump sum payment on the first payday in December.

11.3 Full-time employees who work on a holiday are entitled to the benefit under section 11 herein, plus their hourly rate for the holiday worked payable on the next pay day after the holiday.

12. BEREAVEMENT LEAVE

12.1 Bereavement leave will be made available for up to 5 consecutive days for immediate family members (parents, spouses, children, stepchildren, spouses, parents, and civil unions) and 3 consecutive days for extended family members (First Aunts, First Uncles, First Cousins, and Grandparents). Exceptions can be made at the discretion of the Chief of Police.

12.2 One (1) day off from work without loss of pay will be allowed for the death of a family member not listed above.

12.3 Exceptions can be made by the Chief of Police for unique circumstances.

13. COURT TIME

13.1 If required to attend court or a hearing during their off-duty hours, full-time officers shall be paid at their overtime rate, with a guaranteed minimum of three (3) hours. Full-time officers shall be paid on a door-to-door basis from the time the employee leaves his home to the time he returns to his home. Officers shall pay to the Town any and all witness fees paid to them for attending court or the hearing. If the hearing is canceled 24 hours or more before the scheduled start time of the hearing, wages for court time will not be owed.

13.2 Part-time officers shall be paid at the applicable hourly rate, but in any event no less than three (3) hours minimum at straight time.

14. SPECIAL DETAILS

- 14.1 All special details shall be paid a four (4) hour minimum at the detail rate as follows:
- 14.1.1 All officers: 2024=\$57.00
- 14.1.2 All years following (2025 and 2026) of the contract, the detail rate will increase by the town-recognized CPI rate (to be no less than + .5% and no more than 4%) and be rounded to the nearest \$0.25).
- 14.2 Emergency details will add an additional \$10.00 per hour for every hour of the detail. Emergency details will be defined as any unscheduled details that are resulting from an emergency response call to details that are normally required to be scheduled. The Chief of Police will determine what is considered an emergency detail.
- 14.3 At no time will the total adjusted rate be less than .5% or more than 4%.
- 14.3.1 If a detail is canceled without at least four (4) hours' notice to the assigned officer, they will receive a minimum of four hours pay.
- 14.4 As decided by the Town of Epping Town Warrant on March 16, 1971, as well by the annual permitting agreement between the Town and New England Dragway. Epping police officers are the sole provider of security at New England Dragway as detail police officers. Per New Hampshire RSA 105:9, the Epping police chief reserves the right to determine the number of detail officers assigned to New England Dragway. This applies to normal race days, as well as, major events such as the NHRA. Officers from outside agencies may be employed provided they are requested by the Epping Police Chief or their designee.
- 14.5 Starting March 15, 2024, a detail list of available work at New England Dragway and Star Speedway for April will be posted. The detail list will be posted on the 15th of every month thereafter. The list will be posted for one week and available for officers to sign up. After one week, the list will be taken down, officers will then be assigned by order of seniority and the final list will be posted no later than three (3) days from when it was taken down. Once the final detail list is posted, it cannot be changed or altered unless approved by the Chief or their designee.

- 14.6 The racing season will start and conclude per the town approved racing schedule each year. Available normal race track details will be first assigned to officers who sign up with the least amount of detail hours from the preceding months. The chief or his designee will maintain a list of detail hours worked per officer and posted in proximity to the detail list on the 15th of every month. These detail hours will be updated and finalized on the 15th, monthly. It will be the only list used for assigning details during that month. Major events such as but not limited to NHRA, Lucas Oil, Jet Cars Under the Stars, Star Classic, Halloween Howler, etc. are exempt and will be assigned by order of seniority.
- 14.7 The School Resource Officer(s) have the right to first refusal for details occurring at the schools, such as athletics events, graduation ceremonies, and dances. If the SRO is unavailable, or elects not to work the detail, the seniority list will be used to assign officer(s) to work the detail.

15. PART TIME SHIFT

- 15.1 A patrol shift will be created for part time only.
- 15.2 The shift will be designated by the Chief and where he feels it is needed.
- 15.3 The part time shift will not count towards the two-man mandatory minimum shift.
- 15.4 The shift can only be filled by part-time officers.

16. CALL-BACK TIME

- 16.1 Any officer called into work from off-duty hours shall be paid at their overtime rate. Full-time officers shall be paid at their overtime rate, with a guaranteed minimum of three (3) hours.

17. EDUCATION INCENTIVE

- 17.1 The Town will reimburse employees for actual course tuition for all job-related courses successfully completed in an accredited program, up to Eight Hundred Dollars (\$800) per year per employee. Successful completion is determined by the grade achieved and paid based on the following schedule:

Grade	Percentage Reimbursement
Pass With Credit	100%
Don't Pass	0%

- 17.2 For purposes of this article, "job-related courses" are those courses that relate to criminal justice, law enforcement, police science, law, or are otherwise required for a degree in one of the aforementioned areas, or are accepted courses/degrees as authorized in advance by the Chief of Police/Town as directly related and/or supportive of the employee's assignment.

18. INSURANCE

- 18.1 The Town will continue to provide full-time employees with the current Anthem health insurance plans or comparable health insurance plans in terms of benefits, co-pays, premium contributions, and choice of doctors.
- 18.2 Town and/or the Union reserves the limited right to reopen this agreement to renegotiate the health insurance plan and benefits in the event that health insurance regulations or laws substantially increase, alter, or impair the financial obligations of the Town and/or Union. In such an event, the parties shall negotiate in good faith, but neither party shall be obligated to modify or amend this agreement. Any such renegotiation shall be limited to the health insurance plans and benefits set forth in this Section 18.
- 18.3 For the term of this contract, the Town will provide employees with the Delta Dental dental insurance plan. Employees will pay fifty percent (50%) of the coverage costs, and the Town will pay fifty percent (50%).
- 18.4 The Town of Epping shall not provide a health insurance plan that subjects the Town of Epping to any tax or penalties under the Patient Protection and Affordable Care Act.
- 18.5 The Town will continue current health insurance benefits or replace the current benefit with insurance that is agreeable to both parties. The town reserves the right to replace the current health insurance plan with a plan of equal or greater coverage but shall involve the union in the selection of a plan.
- 18.6 The Town of Epping will provide current and new employees with information prior to open enrollment or eligibility after hire and to the best of the Town of Epping's knowledge health insurance requirements and responsibilities of the employee and the Town of Epping.
- 18.7 Any eligible employee who does not take health insurance must provide proof that they have obtained alternative health insurance coverage that is not subsidized insurance under the Patient Protection and Affordable Care Act. The employee will receive a stipend minus any penalties imposed on the Town of Epping if the employee receives subsidized insurance under the Patient Protection and Affordable Care Act, provided the Employee does not receive health insurance coverage through a spouse that receives health insurance through the town of Epping.

- 18.8 Employee stipends will be paid on a bi-weekly basis with payroll and are calculated as follows:

Single Plan	\$750.00 Annually
2-Person Plan	\$1,500.00 Annually
Family Plan	\$2,000.00 Annually

- 18.9 The Town shall implement a Health Reimbursement Arrangement (“HRA”), which shall be managed by a third-party administrator (“TPA”) contracted by the Town. The Town shall fund the HRA for a full-time employee by way of making the following contributions towards the deductibles of the Health Insurance Plan selected by full-time employees: Employees shall be responsible for the first half of the deductible. The Town shall be responsible for the second half of the deductible regardless of which insurance plan the Employee chooses.
- 18.10 Section 18.9 shall replace the Sidebar Agreement dated March 15, 2017, and signed by all parties.

19. SHORT TERM DISABILITY

- 19.1 The Town will provide a short-term disability policy referred to as NHMA Trust-Sponsored Disability at no cost to the employee for a period of up to thirteen (13) weeks from the date of illness or disability.

20. WAGES

- 20.1 All full-time employees shall be paid their rate of pay, plus any special adjustments, for their respective pay Title on April 1, 2024 per Exhibit B.
- 20.2 Wages will be paid according to the wage schedule herein adopted as EXHIBIT B for full-time officers. Detectives and the SRO (School Resource Officer) will receive a 3% stipend based on their current hourly rate of pay. Should anyone holding a detective or school resource officer position lose that title, they will forfeit the 3% stipend.
- 20.3 New hires will be assigned a title based on their years of experience, qualifications and their level of training as noted on the Title descriptions and as recommended by the Chief of Police. Pay will be based upon the Base Rate referenced within Exhibit A, based on the New Hire Pay Matrix.
- 20.4 New hire horizontal placement (or recognized tenure as a Police Officer) on the pay matrix will be 50% of experience with another law enforcement agency.
- 20.4.1 The Chief may request approval from the Selectboard to recognize a hire percentage of an officers experience with another law enforcement agency.

- 20.5 Position salary increases will be applied on April 1st of the vertical step eligibility year. The Police Chief shall present these increases to the Select Board annually, but in no event shall they be denied.
- 20.6 Part-time employees will be paid according to the schedule below. The CPI from the previous year will adjust the hourly rate increase and will be applied each year moving forward. The rate will be CPI (to be no less than + .5%) to be rounded to the closest \$.25. At no time will the total adjusted rate be less than .5% or more than 4%.
- 20.7 Part Time Pay Scale will be as follows:

<u>YEARS OF SERVICE</u>	<u>2024</u>	<u>ADJUSTED 2024 RATE</u>	<u>2025</u>	<u>2026</u>
0-1	\$22.00	\$22.88	CPI+.5%	CPI+.5%
1-3	\$22.50	\$23.40	CPI+.5%	CPI+.5%
3-5	\$23.00	\$23.92	CPI+.5%	CPI+.5%
5+	\$24.00	\$24.96	CPI+.5%	CPI+.5%

- 20.8 Part-time employees are eligible to enroll in our secondary retirement (PFPOPE-BPAS).

21. TENURE

- 21.1 Tenure will be awarded by a fixed rated amount added to the hourly rates per the pay matrix in Exhibit C.
- 21.2 Tenure will not be awarded once an officer's base rate of pay has reached the maximum per hour rate of \$39.00, exclusive of any special rate adjustments for Detective or SRO.

22. CLOTHING ALLOWANCE

- 22.1 A clothing allowance of \$500.00 per employee, per calendar year, shall be maintained allowing for clothing purchases, uniform purchases, and maintenance, ammunition for weapons issued by the Police Department and additional equipment that is not issued so long as approved by the Chief of Police. The allowance shall be utilized to reimburse uniformed officers for uniform items purchased, repaired, or professionally cleaned. The same reimbursement amount will apply to those employees who are designated to wear civilian attire in the work setting for reimbursement of clothing purchases, repairs, or professional cleaning needs.

- 22.2 Reimbursement will be authorized by the Chief of Police upon request and proof by receipt attached to said request of items or services purchased in accordance with section 22.1.
- 22.3 If an employee does not fully expend the clothing allowance, the remaining balance will be forfeited. The clothing allowance will remain as part of the operating budget.

23. PROBATIONARY EMPLOYEES

- 23.1 All employees entitled to membership in the bargaining unit in accordance with section 1.1 of this Agreement shall serve no less than a six-month probationary period. New hires who do not possess a New Hampshire Police Certification with three years of experience shall serve no less than a 12-month probationary period. The probationary period shall be deemed to commence upon the employee's appointment to a position qualified for membership in the bargaining unit. After completion of the probationary period, the employee shall be considered a regular employee.
- 23.2 The Town has the right to discipline and/or discharge a probationary appointee without recourse by the Union.
- 23.3 Appointees while on probation shall be entitled to the same benefits as regular employees, unless otherwise provided in this Agreement.
- 23.4 The Town will provide all probationary employees with a performance evaluation on or before the probationary employee's six-month anniversary with the Town, said anniversary being counted from the probationary employee's date of appointment.

24. PREEMPTION

- 24.1 This Agreement is subject to any and all existing or subsequently enacted state or federal legislation.

25. SAVINGS CLAUSE

- 25.1 If any provisions of this Agreement, or the application of such provisions, should be rendered or declared invalid by any arbitrator or court, or by reasons of any existing or subsequently enacted state or federal legislation, the remaining parts or portions of the Agreement shall remain in full force and effect.

26. DURATION OF AGREEMENT

- 26.1 This Agreement shall be in full force and effect from April 1, 2024 through midnight of March 31, 2027, and shall continue from year to year thereafter unless written notice of the desire to cancel or terminate the Agreement is served by either party, upon the other, at least one hundred and twenty (120) days prior to the Town's budget submission date of February 1.
- 26.2 It is further agreed that the Town Warrant Article submitted to the voters for approval shall be written so as to advise the voters of all cost items contained within the Agreement, and which shall continue from year to year. The Town shall prepare the Warrant Article in its usual and customary manner and obtain Union approval prior to the Board of Selectmen voting on it.
- 26.3 Should the 2027 contract be voted down, it is agreed that all terms within this contract and the terms of the Exhibits will apply year to year thereafter.
- 26.4 The parties acknowledge that during negotiations which resulted in this Agreement each had the full right and opportunity to make demands and proposals with respect to any subject matter, not removed by Law from the area of Collective Bargaining, and that the agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Town and the Union 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 not specifically referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement.

27. APPENDIX

EXHIBIT A: New Hire Pay Matrix

EXHIBIT B: Annual Rate Summary

EXHIBIT C: Annual Rate Details

EXHIBIT D: Metrics

EXHIBIT E: Officer Title Descriptions

In witness whereof, the parties have hereunto set their hands and seals this ____th day of March 2024.

N.E.P.B.A- Local #28, President

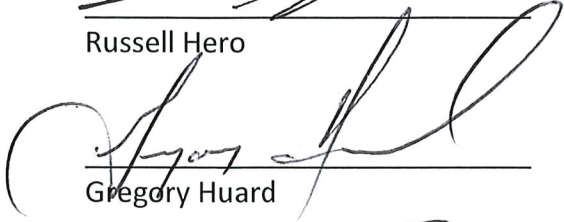
EPPING BOARD OF SELECTMEN:



Russell Hero



Joe Trombley



Gregory Huard



Tom Gauthier



Alexander MacDuffie



John Cody



Cam Cundy



Bob Jordan



Pamela Tibbetts

EXHIBIT A:
NEW HIRE PAY MATRIX

NEW HIRE PAY MATRIX

	BASE RATE	Non Certified Officer		Certified Officer		Officer Level 1		Officer Level 2			Officer Level 3			Officer Level 4			Sr. Officer			Mstr Officer / Sr. Detective	
		0-1	0-1	1-2	2-3	3-4	4-5	5-6	6-7	7-8	8-9	9-10	10-11	11-12	12-13	13-14	14-15	15+			
Mstr Officer / Sr. Detective	\$ 38.50																		\$38.50		
Sr. Officer	\$ 36.50													\$36.50	\$36.75			\$37.00	\$37.25		
Officer Level 4	\$ 34.50													\$34.50	\$34.75	\$35.00		\$35.25	\$35.50	\$36.00	
Officer Level 3	\$ 32.50													\$32.50	\$32.75	\$33.00	\$33.25	\$33.50	\$34.00	\$34.25	\$34.75
Officer Level 2	\$ 30.50					\$30.50	\$31.00	\$31.25	\$31.50	\$31.75	\$32.00										
Officer Level 1	\$ 27.50		\$27.50	\$28.00		\$28.25	\$28.75	\$29.00													
Certified Officer	\$ 26.50	\$26.50																			
Non Certified Officer	\$ 26.00	\$26.00																			

PROJECTED CAREER PROGRESSION

ANNUAL GROSS PAY	2,080	\$ 54,600	\$ 57,200	\$ 57,720	\$ 58,240	\$ 63,440	\$ 63,960	\$ 64,480	\$ 67,600	\$ 68,120	\$ 68,640	\$ 71,760	\$ 72,280	\$ 72,800	\$ 75,920	\$ 76,440	\$ 76,960	\$ 80,080
Average OT/Detail	0	\$ 16,380	\$ 17,160	\$ 17,316	\$ 17,472	\$ 19,032	\$ 19,188	\$ 19,344	\$ 20,280	\$ 20,436	\$ 20,592	\$ 21,528	\$ 21,684	\$ 21,840	\$ 22,776	\$ 22,932	\$ 23,088	\$ 24,024
ANNUAL GROSS PAY		\$ 70,980	\$ 74,360	\$ 75,036	\$ 75,712	\$ 82,472	\$ 83,148	\$ 83,824	\$ 87,880	\$ 88,556	\$ 89,232	\$ 93,288	\$ 93,964	\$ 94,640	\$ 98,696	\$ 99,372	\$ 100,048	\$ 104,104

EXHIBIT B:
ANNUAL RATE SUMMARY

CURRENT OFFICER SUMMARY

OFFICER (By Seniority)	2023			2024			2025			2026		
	TENURE	TITLE	HOURLY RATE	TENURE	TITLE	HOURLY RATE	TENURE	TITLE	HOURLY RATE	TENURE	TITLE	HOURLY RATE
LOADER	20	Sr.	\$ 37.07	20	Sr.	\$ 38.50	21	Sr.	\$ 40.00	22	Sr.	\$ 41.50
HERO	14	Sr.	\$ 34.95	14	Sr.	\$ 38.11	15	Mstr.	\$ 41.97	16	Mstr.	\$ 43.78
PRESCOTT	12	4	\$ 30.77	12	Sr.	\$ 37.60	13	Sr.	\$ 39.40	14	Sr.	\$ 40.94
MACDUFFIE	5	2	\$ 26.26	5	2	\$ 31.00	6	3	\$ 34.50	7	3	\$ 36.25
CUNDY	5	2	\$ 26.26	5	2	\$ 31.00	6	3	\$ 34.50	7	3	\$ 36.25
ABELE	9	2	\$ 29.81	9	3	\$ 34.50	10	3	\$ 36.25	11	3	\$ 38.00
HUARD	11	Sr.	\$ 35.43	14	Sr.	\$ 38.11	15	Mstr.	\$ 41.97	16	Mstr.	\$ 43.78
INZENGA	2	1	\$ 24.92	2	1	\$ 28.00	3	2	\$ 32.25	4	2	\$ 33.75
MARSH	2	1	\$ 24.92	2	1	\$ 28.00	3	2	\$ 32.25	4	2	\$ 33.75
GOSSON	2	1	\$ 24.02	1	1	\$ 27.75	2	1	\$ 29.00	3	2	\$ 33.50
MCBRIDE	2	1	\$ 25.37	3	2	\$ 31.00	4	2	\$ 32.50	5	2	\$ 34.00
ROMO	1	1	\$ 22.00	1	1	\$ 27.50	2	1	\$ 28.75	3	2	\$ 33.25

YEAR	BUDGET	INCREASE
2023 Labor	\$ 710,902	\$ -
2024 Labor	\$ 813,426	\$ 102,523
2025 Labor	\$ 880,547	\$ 67,122
2026 Labor	\$ 933,400	\$ 52,853
TOTAL COST OF CONTRACT	\$ 222,497.60	

EXHIBIT C:
ANNUAL RATE DETAILS

OFFICER	CURRENT YEAR ADJUSTED TENURE	2024 ADJUSTED TENURE	2024 HOURS	2024 RATE	2024 BUDGET	2024 SPECIAL ADJUSTMENTS	2025				2026			
							COA (50.25)	TENURE	PROMOTION	2025 PAY RATE	2025 SPECIAL ADJUSTMENTS	2025 HOURLY RATE	2025 LABOR BUDGET	COA (50.25)
LOOPER	20	20	37.07	\$ 77,355.06	\$ 80,080.00	\$ 38.50	1.25		\$ 40.00	\$ 83,200.00	1.25		\$ 41.50	\$ 86,320.00
HERO	14	14	34.95	\$ 72,696.00	\$ 79,265.80	\$ 35.11	1.25		\$ 41.97	\$ 87,297.60	1.25		\$ 43.78	\$ 91,062.40
PRESCOTT	12	12	30.77	\$ 64,001.60	\$ 78,208.00	\$ 37.60	1.25		\$ 39.40	\$ 81,952.00	1.25		\$ 40.94	\$ 85,155.20
MACDUFFIE	5	5	24.26	\$ 54,670.80	\$ 64,480.00	\$ 31.00	1.25		\$ 34.50	\$ 71,760.00	1.25		\$ 36.25	\$ 75,400.00
CUNDY	5	5	24.26	\$ 54,670.80	\$ 64,480.00	\$ 31.00	1.25		\$ 34.50	\$ 71,760.00	1.25		\$ 36.25	\$ 75,400.00
ABELLE	9	9	29.81	\$ 62,004.80	\$ 71,760.00	\$ 34.50	1.25		\$ 36.25	\$ 75,400.00	1.25		\$ 38.00	\$ 79,040.00
HUARD	11	11	35.83	\$ 73,844.00	\$ 79,268.80	\$ 38.11	1.25		\$ 41.97	\$ 87,297.60	1.25		\$ 43.78	\$ 91,062.40
INZENZA	2	2	24.92	\$ 51,833.60	\$ 58,240.00	\$ 28.00	1.00		\$ 32.25	\$ 67,080.00	1.25		\$ 33.75	\$ 70,200.00
OPEN POS	2	2	24.92	\$ 51,833.60	\$ 58,240.00	\$ 28.00	1.00		\$ 32.25	\$ 67,080.00	1.25		\$ 33.75	\$ 70,200.00
GOSSON	2	2	24.92	\$ 51,833.60	\$ 58,240.00	\$ 28.00	1.00		\$ 32.25	\$ 67,080.00	1.25		\$ 33.75	\$ 70,200.00
MCCRIDE	2	2	24.92	\$ 51,833.60	\$ 58,240.00	\$ 28.00	1.00		\$ 32.25	\$ 67,080.00	1.25		\$ 33.75	\$ 70,200.00
ROMO	1	1	22.99	\$ 45,260.00	\$ 57,200.00	\$ 27.50	1.00		\$ 28.75	\$ 59,800.00	1.25		\$ 33.25	\$ 69,160.00
TOTAL				\$ 710,502	\$ 813,426					\$ 880,547				\$ 993,400

2025 COA +5%	4.00%	
2026 COA +5%	4.00%	
Hours Per Year	2,080	
YEAR	BUDGET	INCREASE
2023 Labor	\$ 710,502	\$
2024 Labor	\$ 813,426	\$ 102,924
2025 Labor	\$ 893,507	\$ 80,081
2026 Labor	\$ 936,688	\$ 43,181
TOTAL COST OF CONTRACT	\$ 2,224,883	

Promotions adjustment	
Base Pay Rate	
Base Pay Adjustment	
Annual Pay Rates	
539 Max/HR Rate Reached	

Sections to be Adjusted if Training for Promotion is not completed or 3% Special Adjustments change Officer. (Unless Sheet to LHM)

EXHIBIT D:

METRICS

COLA CALCULATIONS	RATE	NOTES
2024 CPI (Reference)	3.73%	https://www.nhes.nh.gov/elmi/statistics/cpi-data.htm
2025 CPI FORECAST	3.50%	Max recognized in these cells is 3.5%
2026 CPI FORECAST	3.50%	Reference is year reference + cell B5 (+.5%)
CPI Adjustment	0.50%	Fixed amount DO NOT CHANGE

TENURE PER CONTRACT	RATE
0-12 months	\$ -
1-3 years	\$ 0.25
3-6 years	\$ 0.25
6-9 years	\$ 0.25
9-12 years	\$ 0.25
12-15 years	\$ 0.25
15+ years	\$ 0.25

BASE WAGES	RATE	RATE OF INCREASE	EXPERIENCE	NOTES
Non Certified Officer	\$ 26.00		0	The NCO starting rate will be adjusted annually based on the CPI +.5% (max 4%), and then rounded to the nearest \$0.25. This will allow all other officer levels to adjust accordingly on the master matrix.
Certified Officer	\$ 26.50	\$ 0.50	0	
Officer Level 1	\$ 27.50	\$ 1.00	0	
Officer Level 2	\$ 30.50	\$ 3.00	3	
Officer Level 3	\$ 32.50	\$ 2.00	3	
Officer Level 4	\$ 34.50	\$ 2.00	3	
Sr. Officer	\$ 36.50	\$ 2.00	3	
Mstr Officer / Sr. Detective	\$ 38.50	\$ 2.00	N/A	

TRAINING	
0-1	1-2
3-4	4-5
6-7	7-8
9-10	10-11
12-13	13-14
15+	

SRO/Detective	3% 3% applied to the base rate after COLA, Tenure, and Promotions are calculated.
Hourly Rate Cap	\$39 CPI+.5% only once max hourly rate is reached.

EXHIBIT E:
OFFICER TITLE DESCRIPTIONS

OFFICER TITLE DESCRIPTION SUMMARY

Non-Certified Officer:

A non-certified officer is defined as a newly sworn in officer of the department without any prior certification.

Certified Officer:

A certified officer is defined as an officer who has successfully completed and graduated the New Hampshire Police Standards in Training Academy.

Level One Officer:

An officer is eligible for Level One status once they have successfully completed and graduated the New Hampshire Police Standards in Training Academy and have successfully completed their Field Training Program with the department.

Level Two Officer:

An officer is eligible for Level Two status once they have served three years as a Level One Officer. The officer must also complete the requirements and training outlined and required in the department policy set forth by the Chief of Police.

Level Three Officer:

An officer is eligible for Level Three status once they have served three years as a Level Two Officer. The officer must also complete the requirements and training outlined and required in the department policy set forth by the Chief of Police.

Level Four Officer:

An officer is eligible for Level four status once they have served three years as a Level Three Officer. The Officer must also complete the requirements and training outlined and required in the department policy set forth by the Chief of Police.

Senior Officer:

An officer is eligible for the Senior Officer status once they have served three years as a Level Four Officer. The Officer must also complete the requirements and training outlined and require in the department policy set forth by the Chief of Police.

Master Patrol Officer:

An Officer is eligible for the Master Patrol Officer Status once they have served three years as the Senior Patrol Officer. The officer must also complete the requirements and training outline and required in the department policy set forth by the Chief of Police.

EPPING POLICE DEPARTMENT



GENERAL ORDER

Chapter: Organization	Date of Issue: 04/01/24	General Order #: 02-11
Subject: Certified Police Officer	CALEA Standard: 11.1.1, 11.3.1	

Note: In any civil action against any individual, agency or governmental entity, including the State of New Hampshire, arising out of the conduct of a law enforcement officer having the powers of a peace officer, standards of conduct embodied in policies, procedures, rules, regulations, codes of conduct, orders or other directives of a State, County or local law enforcement agency shall not be admissible to establish negligence when such standards of conduct are higher than the standard care which would otherwise have been applicable in such action under State law. (RSA 516:36).

I. PURPOSE:

This order establishes the duties, responsibilities and eligibility for the designation of Certified Police Officer.

II. CERTIFIED POLICE OFFICER:

A Certified Police Officer (C.P.O.) has successfully completed the NH full-time police academy, which is typically six to eight months following their date of appointment. A C.P.O. works an assigned shift under the general direction of a Field Training Officer, or supervisor.

III. GENERAL DUTIES AND RESPONSIBILITIES:

1. Must meet all standards of Patrol Officer as outlined in E.P.D General Order 02-06.
2. Must have satisfactorily completed all courses and attained full-time certification from the N.H. Full-Time Police Academy.

IV. KNOWLEDGE, SKILL AND ABILITIES:

Following successful completion of the NH Full- Time Police Academy the trainee will have the basic skills and knowledge to perform the duties of patrol officer, however, the C.P.O. will begin the department's Field Training process. Work will be performed under the general direction and supervision of an F.T.O, or supervisor.

Michael J. Wallace
Chief of Police

EPPING POLICE DEPARTMENT



GENERAL ORDER

Chapter: Organization	Date of Issue: 04/01/24	General Order #: 02-17
Subject: Master Police Officer	CALEA Standard: 11.1.1, 11.3.1	

Note: In any civil action against any individual, agency, or governmental entity, including the State of New Hampshire, arising out of the conduct of a law enforcement officer having the powers of a peace officer, standards of conduct embodied in policies, procedures, rules, regulations, codes of conduct, orders or other directives of a State, County or local law enforcement agency shall not be admissible to establish negligence when such standards of conduct are higher than the standard care which would otherwise have been applicable in such action under State law. (RSA 516:36).

I. PURPOSE:

This order establishes the duties, responsibilities, and eligibility for the designation of Master Police Officer (MPO).

II. MASTER PATROL OFFICER:

An MPO is responsible for the efficient performance of duties consisting of, but are not limited to, general police responsibilities necessary for the safety and good order of the community. The Master Police Officer position is non-supervisory. However, he/she will serve as the Officer-In-Charge (OIC) when a supervisor is not present. Duties are performed on a patrol shift under the general guidance of a Sergeant, Captain, or Chief of Police.

III. GENERAL DUTIES AND RESPONSIBILITIES:

1. Must meet all standards of Patrol Officer stay physically and mentally fit to handle all functions of patrol as outlined in E.P.D General Order 02-06.
2. It is both necessary and understood the officer will maintain certification in 1st aid, defibrillator, CPR, LEACT, firearms, as well as, less-lethal weapons as set forth by the Epping Police Department.
3. As stated, Master Police Officer is a designation, not a rank. However, does serve as OIC when a supervisor is not present.
4. The Master Police Officer will serve as a role model to the junior patrol officers and uphold the highest level of standards within the organization.
5. Maintains a satisfactory level of attendance for all department training.
6. Serves as a certified Field Training Officer (FTO) for the department.
7. Reports to the Sergeants any training, or equipment deficiencies.
8. Take control at crime scenes or critical incidents and provide guidance to junior officers when a Sergeant is not available.



EPPING POLICE DEPARTMENT

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KNOWLEDGE, SKILL, AND ABILITIES:

- A. Meets all Knowledge, Skills, and Abilities as outlined in Senior Police Officer.
- B. Ability to direct junior officers in stressful circumstances.
- C. Must have satisfactorily completed the following training:
 - 1. Defensive Tactics 7
 - 2. Defensive Tactics 8
 - 3. Defensive Tactics 9
 - 4. The Will to Win 6
 - 5. Leadership 6
 - 6. Leadership 7
 - 7. Leadership 8
 - 8. ICS 300
 - 9. Vehicle Safety
- D. Must pass the Sergeant's exam with a minimum score of 70%.
- E. Completion of the First Line Supervisor's Course of at least forty (40) or comparable supervisor's training course.

V. ELIGIBILITY:

- 1. Must have served at least three (3) consecutive years as Senior Police Officer.
- 2. No sustained disciplinary action within two (2) years of appointment.
- 3. It is incumbent upon the employee to make formal requests to the training officer to attend these courses. Attendance is not guaranteed if staffing levels do not permit it.

Appointment occurs following the recommendation by the Chief of Police and approval by The Epping Board of Selectmen.

Michael J. Wallace
Chief of Police

EPPING POLICE DEPARTMENT



GENERAL ORDER

Chapter: Organization	Date of Issue: 04/01/24	General Order #: 03-0?
Subject: Non-Certified Patrol Officer	CALEA Standard: 11.1.1, 11.3.1	

Note: In any civil action against any individual, agency or governmental entity, including the State of New Hampshire, arising out of the conduct of a law enforcement officer having the powers of a peace officer, standards of conduct embodied in policies, procedures, rules, regulations, codes of conduct, orders or other directives of a State, County or local law enforcement agency shall not be admissible to establish negligence when such standards of conduct are higher than the standard care which would otherwise have been applicable in such action under State law. (RSA 516:36).

I. PURPOSE:

This order establishes the designation of Non- Certified Patrol Officer.

II. NON-CERTIFIED PATROL OFFICER:

Once it has been determined that a candidate has met the qualifications to become a Town of Epping police officer. The police chief will make a recommendation to the Board of Selectmen for employment. Following the board's approval, the Non- Certified Patrol Officer will be sworn in and appointed by the Epping Town Clerk or their designee.

III. GENERAL DUTIES AND RESPONSIBILITIES:

The non- certified patrol officer will work an assigned shift under the guidance of a Field Training Officer, or supervisor. The non-certified patrol officer will have the following responsibilities.

- (1) Obtain necessary paperwork from the town's finance officer
- (2) Complete basic administration responsibilities
- (3) Issuance of uniforms and equipment
- (4) Review Town and Department policies
- (5) Field Training indoctrination
- (6) Begin training on the department's software program(s)
- (7) Prepare for the Full-Time Police Academy

IV. KNOWLEDGE SKILL AND ABILITIES:

Successfully completed all phases of the department's hiring process.

Michael J. Wallace
Chief of Police

EPPING POLICE DEPARTMENT



GENERAL ORDER

Chapter: Organization	Date of Issue: 04/01/24	General Order #: 02-12
Subject: Police Officer 1	CALEA Standard: 11.1.1, 11.3.1	

Note: In any civil action against any individual, agency, or governmental entity, including the State of New Hampshire, arising out of the conduct of a law enforcement officer having the powers of a peace officer, standards of conduct embodied in policies, procedures, rules, regulations, codes of conduct, orders or other directives of a State, County or local law enforcement agency shall not be admissible to establish negligence when such standards of conduct are higher than the standard care which would otherwise have been applicable in such action under State law. (RSA 516:36).

I. PURPOSE:

This order establishes the duties, responsibilities, and eligibility for the designation of Police Officer 1 (PO-1).

II. PATROL OFFICER 1:

A PO-1 has completed the department's Field Training Officer program, which is typically completed nine (9) to ten (10) months after the officer is appointed a Certified Police Officer.

III. GENERAL DUTIES AND RESPONSIBILITIES:

1. Before the designation of PO-1 the officer will have completed the Field Training Officer's program and received a satisfactory evaluation from the officer's F.T.O.

IV. KNOWLEDGE, SKILL, AND ABILITIES:

- A. Must meet all standards and stay Physically and mentally fit to handle all functions of Patrol Officer as outlined in EPD GO 02-06.
- B. It is both necessary and understood the officer will maintain certification in 1st aid, defibrillator, CPR, LEACT, firearms, as well as, less-lethal weapons as set forth by the Epping Police Department.
- C. PO-1 has demonstrated the ability to work alone and requires little supervision.
- D. PO-1 has basic knowledge of the Town and the Department
- E. Must have satisfactorily completed the following training:
 1. Defensive Tactics 1
 2. Traffic Stops and Safety 1
 3. Leadership 1
 4. The Will to Win 1
 5. Officer Survival 1
 6. Active Shooter 1
 7. Communication Skills 1
 8. Patrol 1



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9. Subject Control 1
10. Crowd Control 1
11. Report Writing 1
12. Legal 1
13. Defensive Driving Principles
14. Completion of the "Innocence Project"
15. Completion of LAP

V. ELIGIBILITY:

Appointment occurs following the recommendation by the Chief of Police and approval by The Epping Board of Selectmen.

Michael J. Wallace
Chief of Police

EPPING POLICE DEPARTMENT



GENERAL ORDER

Chapter: Organization	Date of Issue: 04/01/24	General Order #: 02-13
Subject: Police Officer 2	CALEA Standard: 11.1.1, 11.3.1	

Note: In any civil action against any individual, agency, or governmental entity, including the State of New Hampshire, arising out of the conduct of a law enforcement officer having the powers of a peace officer, standards of conduct embodied in policies, procedures, rules, regulations, codes of conduct, orders or other directives of a State, County or local law enforcement agency shall not be admissible to establish negligence when such standards of conduct are higher than the standard care which would otherwise have been applicable in such action under State law. (RSA 516:36).

I. PURPOSE:

This order establishes the duties, responsibilities, and eligibility for the designation of Police Officer 2 (PO-2).

II. PATROL OFFICER 2:

A PO-2 has completed three (3) years as a PO-1.

III. GENERAL DUTIES AND RESPONSIBILITIES:

1. Must meet all standards and stay Physically and mentally fit to handle all functions of Patrol Officer as outlined in EPD GO 02-06.
2. It is both necessary and understood the officer will maintain certification in 1st aid, defibrillator, CPR, LEACT, firearms, as well as, less-lethal weapons as set forth by the Epping Police Department.

IV. KNOWLEDGE, SKILL, AND ABILITIES:

A. Meets all Knowledge, Skills, and Abilities as outlined in PO-1.

B. Must have satisfactorily completed the following training:

1. Defensive Tactics 2
2. Traffic Stops and Safety 2
3. Leadership 2
4. The Will to Win 2
5. Officer Survival 2
6. Active Shooter 2
7. Communication Skills 2
8. Patrol 2
9. Subject Control 2



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10. Crowd Control 2
11. Report Writing 2
12. Legal 2
13. Driving Safety for First Responders
14. Arrest Search and Seizure fourth Amendment

V. ELIGIBILITY:

1. It is incumbent upon the employee to make formal requests to the training officer to attend these courses. Attendance is not guaranteed if staffing levels do not permit it.

Appointment occurs following the recommendation by the Chief of Police and approval by The Epping Board of Selectmen.

Michael J. Wallace
Chief of Police

EPPING POLICE DEPARTMENT



GENERAL ORDER

Chapter: Organization	Date of Issue: 04/01/24	General Order #: 02-14
Subject: Police Officer 3	CALEA Standard: 11.1.1, 11.3.1	

Note: In any civil action against any individual, agency or governmental entity, including the State of New Hampshire, arising out of the conduct of a law enforcement officer having the powers of a peace officer, standards of conduct embodied in policies, procedures, rules, regulations, codes of conduct, orders or other directives of a State, County or local law enforcement agency shall not be admissible to establish negligence when such standards of conduct are higher than the standard care which would otherwise have been applicable in such action under State law. (RSA 516:36).

I. PURPOSE:

This order establishes the duties, responsibilities, and eligibility for the designation of Police Officer 3 (PO-3).

II. POLICE OFFICER 3:

A PO-3 has completed three (3) years as a PO-2.

III. GENERAL DUTIES AND RESPONSIBILITIES:

1. Must meet all standards and stay Physically and mentally fit to handle all functions of Patrol Officer as outlined in EPD GO 02-06.
2. It is both necessary and understood the officer will maintain certification in 1st aid, defibrillator, CPR, LEACT, firearms, as well as, less-lethal weapons as set forth by the Epping Police Department.

IV. KNOWLEDGE, SKILL, AND ABILITIES:

- A. Meets all Knowledge, Skills, and Abilities as outlined in PO-2
- B. Must have satisfactorily completed the following training:
 1. Defensive Tactics 3
 2. Traffic Stops and Safety 3
 3. Leadership 3
 4. The Will to Win 3
 5. Officer Survival 3
 6. Active Shooter 3
 7. Communication Skills 3
 8. Patrol 3
 9. Subject Control 3
 10. Crowd Control 3



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11. Report Writing 3
12. Legal 3
13. Defensive Driving Principles
14. Interview and Interrogations (1-hour)

V. ELIGIBILITY:

1. It is incumbent upon the employee to make formal requests to the training officer to attend these courses. Attendance is not guaranteed if staffing levels do not permit it.

Appointment occurs following the recommendation by the Chief of Police and approval by The Epping Board of Selectmen.

Michael J. Wallace
Chief of Police

EPPING POLICE DEPARTMENT



GENERAL ORDER

Chapter: Organization	Date of Issue: 04/01/24	General Order #: 02-15
Subject: Police Officer 4	CALEA Standard: 11.1.1, 11.3.1	

Note: In any civil action against any individual, agency or governmental entity, including the State of New Hampshire, arising out of the conduct of a law enforcement officer having the powers of a peace officer, standards of conduct embodied in policies, procedures, rules, regulations, codes of conduct, orders or other directives of a State, County or local law enforcement agency shall not be admissible to establish negligence when such standards of conduct are higher than the standard care which would otherwise have been applicable in such action under State law. (RSA 516:36).

I. PURPOSE:

This order establishes the duties, responsibilities, and eligibility for the designation of Police Officer 4 (PO-4).

II. PATROL OFFICER 4:

A PO-4 has completed three (3) years as a PO-3.

III. GENERAL DUTIES AND RESPONSIBILITIES:

1. Must meet all standards and stay Physically and mentally fit to handle all functions of Patrol Officer as outlined in EPD GO 02-06.
2. It is both necessary and understood the officer will maintain certification in 1st aid, defibrillator, CPR, LEACT, firearms, as well as, less-lethal weapons as set forth by the Epping Police Department.

IV. KNOWLEDGE, SKILL, AND ABILITIES:

- A. Meets all Knowledge, Skills, and Abilities as outlined in PO-3.
- B. Must have satisfactorily completed the following training:

1. Defensive Tactics 4
2. Traffic Stops and Safety 4
3. Leadership 4
4. The Will to Win 4
5. Officer Survival 4
6. Active Shooter 4
7. Communication Skills 4
8. Patrol 4
9. Subject Control 4
10. Use of Less Lethal Force
11. Business Writing Basics
12. Officer Liability
13. Professional Police Driving



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C. In addition to the foregoing training, the PO-4 will have to complete a forty-hour (40) course in any one of the following:

1. Basic Drug
2. DEA Basic School
3. Accident Reconstruction
4. Drug Recognition excerpt (80-hours)
5. ARIDE
6. Interview and Interrogations
7. Motorcycle Basic
8. Patrol Tactics

D. Or certification in any one of the following:

1. Breath Test Operator
 2. DARE
 3. Certified in Footwear Impressions
 4. Certified Crime Scene Investigator
 5. Certified Crime Scene Reconstructionist
 6. Certified Crime Scene Analyst
 7. Certified Crime Scene Senior Analyst
- } International Association for Identification

E. Or special Assignment with the Following Stipulations:

1. Canine (completion of canine academy)
2. SERT (completion of Swat 1 and 2)
3. ICAC (advanced computer training through DHS)
4. SRO (NASRO certification)

F. Or the following Instructor(s) certifications:

1. Less Lethal
2. Firearms
3. Pepperball
4. Defensive Tactics
5. Taser
6. Physical Fitness Instructor
7. Handcuffing Techniques

EPPING POLICE DEPARTMENT



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V. ELIGIBILITY:

1. It is incumbent upon the employee to make formal requests to the training officer to attend these courses. Attendance is not guaranteed if staffing levels do not permit it.

Appointment occurs following the recommendation by the Chief of Police and approval by The Epping Board of Selectmen.

Michael J. Wallace
Chief of Police

EPPING POLICE DEPARTMENT



GENERAL ORDER

Chapter: Organization	Date of Issue: 04/01/24	General Order #: 02-16
Subject: Senior Police Officer	CALEA Standard: 11.1.1, 11.3.1	

Note: In any civil action against any individual, agency, or governmental entity, including the State of New Hampshire, arising out of the conduct of a law enforcement officer having the powers of a peace officer, standards of conduct embodied in policies, procedures, rules, regulations, codes of conduct, orders or other directives of a State, County or local law enforcement agency shall not be admissible to establish negligence when such standards of conduct are higher than the standard care which would otherwise have been applicable in such action under State law. (RSA 516:36).

I. PURPOSE:

This order establishes the duties, responsibilities, and eligibility for the designation of Senior Police Officer (SPO).

II. SENIOR PATROL OFFICER:

An SPO is responsible for the efficient performance of duties consisting of, but are not limited to, general police responsibilities necessary for the safety and good order of the community. The SPO is non-supervisory. Duties are performed on a patrol shift under the general guidance of a Master Police Officer, Sergeant, Captain, or Chief of Police.

III. GENERAL DUTIES AND RESPONSIBILITIES:

1. Must meet all standards and stay physically and mentally fit to handle all functions of Patrol Officer as outlined in E.P.D General Order 02-06.
2. It is both necessary and understood the officer will maintain certification in 1st aid, defibrillator, CPR, LEACT, firearms, as well as, less-lethal weapons as set forth by the Epping Police Department.
3. As stated, Senior Police Officer is a designation, not a rank.
4. The Senior Police Officer will serve as a role model to the junior patrol officers and uphold the highest level of standards within the organization.
5. Maintains a satisfactory level of attendance for all department training.
6. Serves as a certified Field Training Officer (FTO) for the department.
7. Function as the department's first level of communication and reports to the Sergeants any training, or equipment deficiencies.
8. Take control at crime scenes or critical incidents and provide guidance to junior officers when a Sergeant is not available.



EPPING POLICE DEPARTMENT

GENERAL ORDER

IV. KNOWLEDGE, SKILL AND ABILITIES:

A. Meets all Knowledge, Skills, and Abilities as outlined in Police Officer 4.

B. Must have satisfactorily completed the following training:

1. Defensive Tactics 5
2. Traffic Stops and Safety 5
3. The Will to Win 5
4. Leadership 5
5. Officer Survival 5
6. FTO Certification (40-hours)
7. ICS 100 and 200
8. Pursuit Driving Basics

V. ELIGIBILITY:

1. No sustained disciplinary action within two (2) years of appointment.
2. Must serve three (3) years as a Police Officer 4
3. It is incumbent upon the employee to make formal requests to the training officer to attend these courses. Attendance is not guaranteed if staffing levels do not permit it.

Appointment occurs following the recommendation by the Chief of Police and approval by The Epping Board of Selectmen.

Michael J. Wallace
Chief of Police