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TOWN OF HOLLIS, NEW HAMPSHIRE

AFSCME COUNCIL 93
LOCAL 3657

COLLECTIVE BARGAINING AGREEMENT
April 1, 2016 to March 31, 2018

Town Meeting Approval: March 12, 2016

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PREAMBLE

The Town of Hollis (hereinafter referred to as the "Town") and Local 3657 of the American Federation of State, County, and Municipal Employees, AFL - CIO (hereinafter referred to as the "Union") hereby agree as follows:

ARTICLE 1 - RECOGNITION

1. The Town hereby recognizes the Union as the exclusive bargaining representative, pursuant to the provisions of New Hampshire RSA 273-A, for all non-probationary employees in the Fire, Communications, and Police Department in the following positions: Fire Lieutenant/Paramedic, Fire Lieutenant/AEMT, Firefighter/Paramedic, Firefighter/AEMT, Fire Inspector / Prevention Officer, Communications Specialist, Communications Supervisor, Detective/Sergeant, Sergeant, Detective, School Resource Officer, Police Officer, Civilian Police Aide, and Animal Control Officer. Additionally, it is agreed that the following positions and employees are specifically excluded from recognition or coverage under this Agreement: Chief of Police, Fire Chief, Deputy Fire Chief, Police Lieutenant, Assistant Chief of Administration and EMS, Communications Manager, Secretary to the Chiefs, persons in a probationary or temporary status, persons employed seasonally, irregularly or on call.

2. It is specifically agreed by the parties hereto that any rights, duties or authority existing by virtue of the New Hampshire Revised Statutes Annotated or other law shall in no way be abridged or limited by any of the provisions of this Agreement, and to the extent that any provision of this Agreement is inconsistent with any such law, the provision(s) of law shall prevail.

3. The parties agree to the following classification definitions:

   (a) Regular Part-Time Employees- Employees who have successfully completed a probationary period and sworn and non-sworn employees who are assigned to a regular workweek of more than twenty (20) hours.

   (b) Part-Time Employees-Employees who are assigned to a workweek of twenty hours (20) or less. Part-time employees are not eligible to receive any benefits.

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ARTICLE 2 - EMPLOYEE RIGHTS

1. The Town and the Union agree not to discriminate against any employee covered by this Agreement in conditions of employment in order to discourage or encourage membership in the Union or to discriminate against any employee because the employee has given testimony or taken part in a grievance procedure or proceeding of the Union.

2. No employee shall, as a condition of employment, be required to become a member of the Union. The Union agrees that it will not interfere with the rights of any or all non-members employed by the Town

3. The Town and the Union reaffirm and will maintain the policy not to discriminate against any person because of race, color, national origin, citizenship, religion, sex, marital status, age or disability. All such claims under this Section shall be initiated through the grievance procedure herein before taking action with state or federal agencies. This requirement shall not, however, restrict the filing of claims or complaints so as to prevent the expiration of time limits or appeal rights set forth by statute or regulation.

ARTICLE 3 - MANAGEMENT RIGHTS

The employer retains and reserves all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws of the State of New Hampshire (including but not limited to NH RSA 273-A:1) and of the United States. All rights that ordinarily vest in and are exercised by public employers that are not specifically relinquished in this Agreement are reserved to and remain vested in the Employer. The Employer possesses the sole right to operate Town government, subject to applicable law, and to exercise managerial policy within its exclusive prerogative, to manage its affairs efficiently and economically including, but not limited to, the use of technology, the Employer's organizational structure, selection, promotion, transfer, assignment, number, direction, and discipline of its personnel. Further, the Employer retains the right to adopt, change, enforce, or discontinue any rules, regulations, or procedures, to direct employees in their duties, to establish reasonable work rules, to take disciplinary action for just cause, to relieve employees from their duties because of lack of work, to take whatever action is necessary to comply with State or Federal law, to introduce new or improved methods or facilities, to change existing methods or facilities, and to

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take whatever action is necessary to carry out the functions of the Employer in an emergency situation.

ARTICLE 4 - UNION RIGHTS AND RESPONSIBILITIES

1. The Union Officers and representatives shall be the Chapter Chairperson, Chapter Steward and Secretary, who may assume the duties of the Chapter Chairperson in the Chapter Chairperson's absence.

2. The local Union representatives as described above shall be permitted to process grievances during their scheduled hours of duty provided they have prior approval from the Department Head or the Department Head's designee and the amount of time in which the local Union representatives are engaged in such activity is reasonable. Upon the approval of the Department Head, any Union member who holds a position on the Executive Board of the Local shall be granted time off without pay and without loss of seniority to conduct business of the Local provided that prior notice is given to the Department Head that such time off is necessary and will not result in any cost to the Town.

3. The Union shall advise the Town of the names of the employees holding the offices mentioned above.

4. Employees designated as being on the Union's negotiating team who are scheduled to work on a day which negotiations will occur, shall, for the purposes of attending scheduled negotiations, be excused from their regular duties without loss of pay. If a designated negotiating team member is in a regular day off status on the day of negotiations, he will not be compensated for attending the session.

ARTICLE 5 - DUES DEDUCTIONS

1. The Town agrees to deduct, from the employee's payroll, Union dues for each employee, upon receipt of written authorization for such deductions. Requests for deduction shall be in writing, signed by the employee on an authorization card supplied by the Union in a form acceptable to the Town. Deductions shall be made from the employee's paycheck for the amount of dues for that pay period as certified by the Local Treasurer. The Town agrees to pay over monthly to the Local Treasurer; the amounts so deducted along with a list indicating who has paid said amounts. The Union shall promptly inform the Town of the correct name and address

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of the Local Treasurer.

2. If an employee has no check coming in any pay period, or if the check is not large enough after other deductions to pay dues, then in that event no deduction is made for that employee and no payment is required of the Town. In no case is the Town required to collect fines or assessments for the Union beyond regular dues.

3. The Union agrees to hold the Town harmless from any claim or liability arising out of its deduction of dues and payment to the Union under this Article.

ARTICLE 6 - STRIKES AND LOCKOUTS

1. Under no circumstances will the Union cause, encourage, sponsor or participate in any strike, sit-down, stay-in, stay-out, sick-out, work slowdown, withholding of services or any curtailment of work or restriction or interference with the operation of the Departments or the Town. In the event of any such activity, the Town shall not be required to negotiate on the merits of the dispute, which gave rise to such activity until any and all such activity has ceased. The Town will not lock out any employees.

2. Should any employee or group of employees covered by this Agreement engage in any activity prohibited by Section 1 of this Article, the Union shall forthwith disavow any such activity and shall use all means to induce such employee or group of employees to terminate such activity forthwith. It is understood that any employee violating this Article shall be subject to disciplinary action up to and including discharge.

ARTICLE 7 - CONSULTATION

1. It is agreed and understood that the employment relationship is an appropriate matter for consultation between the parties. Consultation may be requested by either Party in writing stating the reasons for the requested meeting and the proposed agenda or topic of consultation.

2. A mutually agreeable meeting date shall be established provided that such date shall be within ten (10) working days of receipt of the written notice. This time limit may be extended by agreement of the Parties.

3. At such meeting, the Union shall be entitled to have present not more than three (3) bargaining unit representatives, and the Town shall be entitled to have up to three (3)

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representatives, unless additional representatives for either or both parties are permitted by prior mutual agreement.

4. Nothing contained herein shall prevent the Union from consulting with the Town at any time if matters of mutual concern arise of an urgent or emergency nature.

ARTICLE 8 - PROBATIONARY PERIOD AND SENIORITY

1. The probationary period shall be one (1) year from the date of hire, and during this period employees shall be classified as probationary employees. Probationary employees are considered at will employees and may be terminated without cause and shall not be entitled to representation by the Union. Probationary employees are not covered under the terms of this Agreement.

2. There shall be two (2) types of seniority:

   (a) Town Seniority; and

   (b) Department seniority.

Town seniority shall relate to the time a full-time employee has been continuously employed by the Town.

Department seniority shall relate to the length of time a full-time employee has been employed in a particular Town department.

3. Seniority shall only be applicable after the completion of the probationary period.

4. Where there are two (2) or more employees who are hired on the same date, a flip of a coin shall determine who the senior employee is.

5. In the event of lay-off, employees shall be laid off in the order of their seniority beginning with the least senior in each department. It is understood that an employee retained must be qualified to perform the available work or the least senior employee in the department shall not be laid off first.

In the event of recall, employees shall be recalled in the reverse order of lay-off in each department, provided the employee is qualified to perform the job available. Recalled employees shall be mailed a recall notice to the last known address on Town records. It shall be the employee's responsibility to update such mailing address as necessary. An employee who fails to return to work within fourteen (14) calendar days of the mailing of the recall notice shall

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lose all recall rights and seniority. Recall rights shall continue for one (1) year after date of lay-off of the employee.

6. An employee shall lose seniority and shall no longer be covered by the provisions of this Agreement for, but not limited to the following reasons:

(a) Discharge

(b) Voluntary quit, resignation or retirement

(c) Failure to respond to a notice of recall as specified above

(d) Remaining on layoff for more than twelve (12) consecutive months

(e) Non-job related illness or non-job related injury resulting in inability to work for longer than twelve (12) consecutive months.

The definition of seniority and parts thereof shall have force and effect only with respect to provisions of this Agreement specifically requiring the Town to make personnel decisions in whole or in part on the basis of seniority.

ARTICLE 9 - DISCIPLINARY PROCEDURES

1. All suspensions and discharges shall be stated in writing and a copy given to the employee and the Union prior to the date of suspension or discharge.

2. Disciplinary actions shall be for just cause and shall normally be taken in the following order:

(a) Verbal warning;

(b) Written warning;

(c) Suspension without pay; and

(d) Discharge.

However, the above sequence need not be followed if an infraction is sufficiently severe to merit immediate suspension or discharge.

3. Offenses considered just cause for which employees may be disciplined up to and including discharge, include but are not limited to the following:

(a) Incompetence;

(b) Unsatisfactory work performance

(c) Lack of cooperation with a superior

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(d) Failure to comply with department policies

(e) Failure to comply with safety requirements

(f) Refusal to accept and complete job assignments

(g) Fighting

(h) Obscene language directed at the public or another employee

(i) Theft of or destruction of property

(j) Illegal use of drugs or alcohol while on duty

(k) Insubordination

(l) Falsification and/or misrepresentation of records, including employment applications

4. Providing there are no infractions in the intervening period, written reprimands (after a period of 3 years) and suspension notices (after a period of 5 years) contained in an employee's personnel file shall not be considered when disciplinary action is taken.

5. In the event that an infraction is sufficiently severe to merit immediate removal of an employee from the workplace pending investigation, said employee shall be placed on administrative leave pending the investigation and findings. In the event an employee is placed on administrative leave, verbal notice of the allegation(s) shall be provided to the employee and a union officer at the time of the administrative leave. A formal written notice shall be provided to the employee and the Union within three (3) business days.

ARTICLE 10 - GRIEVANCE PROCEDURE

1. Definition - A grievance under this article is defined as an alleged violation of the express provisions of this Agreement. Each grievance must be submitted, in writing, by the Union and must contain a statement of the facts surrounding the grievance, the specific provision(s) of this Agreement allegedly violated and the relief requested.

2. Procedure - ***NOTE: ALL TIME FRAMES IN THIS ARTICLE EXCLUDE WEEKENDS AND HOLIDAYS.***

Prior to the institution of the formal grievance procedure hereinafter set forth, an employee who believes to have been aggrieved must, attempt to informally resolve the matter with the appropriate supervisor. The supervisor has the responsibility to attempt to resolve the employee's grievance if the supervisor has the authority to do so. If the grievance cannot be

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resolved informally, the following procedure shall be utilized or such grievance shall be deemed waived.

STEP ONE: An employee desiring to process a grievance must file a written statement of the grievance to the employee's supervisor no later than ten (10) days after the employee knew of or should have known the facts on which the grievance is based. The supervisor shall meet with the employee and the Union Steward within five (5) days following receipt of the grievance and shall give a written decision within five (5) days after the meeting.

STEP TWO: If the employee or the Union is not satisfied with the decision of the supervisor, the employee and/or the Union must file, within ten (10) days following the supervisor's decision, a written appeal with the Department Head setting forth the specific provisions of the Agreement the employee and/or the Union believes has been violated by the Town within ten (10) days following receipt of the appeal the Department Head shall either issue a written decision or schedule a hearing. Said hearing shall be held no later than twenty (20) days following receipt of the appeal. A written decision shall be rendered by the Department Head no later than ten (10) days after the hearing.

STEP THREE: If the employee or the Union is not satisfied with the decision of the Department Head, the employee and/or the Union must file, within ten (10) days following receipt of the decision of the Department Head, a written appeal with the Board of Selectmen setting forth the specific provisions of the Agreement the employee and/or the Union believes has been violated by the Town Within ten (10) days following receipt of the appeal, the Board of Selectmen shall either issue a written decision or schedule a hearing. Said hearing shall be held no later than thirty (30) days following receipt of the appeal. A written decision shall be rendered no later than ten (10) days after the hearing.

STEP FOUR: If the employee or the Union is not satisfied with the decision of the Board of Selectmen, the Union may file, within thirty (30) days following receipt of the decision of the Board of Selectmen, a request for mediation with the Federal Mediation Conciliation Service. If the mediation is unsuccessful, within ten (10) days after the mediation, the Union may file a request for arbitration to the New Hampshire Public Employee Labor Relations Board under its rules and regulations.

The arbitrator shall not have the power to add to, ignore or modify any of the terms and

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conditions of this Agreement. The arbitrator's decision shall not go beyond what is necessary for the interpretation and application of express provision of this Agreement. The arbitrator shall not substitute the arbitrator's judgment for that of the parties in the exercise of rights granted or retained by this Agreement. The decision of the arbitrator shall be furnished, in writing, within thirty (30) days of the hearing. The decision of the arbitrator shall be final and binding on the parties.

3. The fees and expenses of the arbitrator shall be paid by losing party.

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

5. Failure of the grievant and/or the Union to abide by the time limits set out in this Article shall result in the grievance being deemed abandoned. Failure of the Town to abide by the time limits set out in this Article shall result in the grievance being deemed granted.

6. Each grievance shall be separately processed at any arbitration proceeding hereunder unless the parties otherwise agree.

ARTICLE 11 - HOURS OF WORK AND OVERTIME

1. For the purpose of this Agreement the Town may alter current work schedules and work shifts at any time upon ten (10) work days' notice to the affected employees, or without notice in exceptional or emergency conditions, as determined by the Town. Except in cases of emergency, the Union shall have the opportunity to discuss the change in work schedules and shifts with the Town (including the Board of Selectmen, after the Department Head) within five (5) workdays of said notice. The determination of work schedules and shifts shall be solely the Town's.

2. All employees will be paid for eighty hours every bi-weekly pay period. All hours worked in addition to the employee's normal daily scheduled work hours will be paid as overtime. The normal daily schedule for each classification shall be as follows:

Sergeant	8, 8½ or 10 hours
Detective	8, 8½ or 10 hours
Patrol	8, 8 ½ or 10 hours
Firefighter	10 or 24 hours
Communications	8 or 10 hours

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For this purpose, "week" shall mean periods of time from Saturday through Friday, inclusive. All accrued benefits and holiday pay shall count toward hours worked for the purpose of computation of overtime. If an employee utilizes unplanned paid time off time during a week, the paid time off time will not be counted toward hours worked for any pre-scheduled overtime during that week. Overtime shall be offered to available qualified personnel on a rotating basis. Fire department shifts caused by utilization of contractual benefits, and considered essential by management, shall be staffed by qualified personnel to include full-time, part-time or call personnel. Open dispatch shifts, deemed essential by management, shall be filled on a monthly basis and will be assigned as follows: Part-time communication personnel shall work a minimum of twelve (12) hours a month and will be given first refusal on open shifts in a rotating fashion

3. Call Back: Police, fire or communications employees required to return to work after having left the employee's regularly scheduled work shift or called in for an emergency, shall receive a minimum of four (4) hours pay at overtime rates unless the individual is called back to rectify the employee's own error. If the employee is required to return to work more than once during a single four (4) hour period, the employee shall be paid for only one (1) call back period. When an employee is on court duty outside his regularly scheduled shift, he shall receive court duty compensation at the appropriate overtime rate and shall be guaranteed a minimum of four (4) hours of overtime pay. Overtime may not be pyramided, compounded, or overlapped with other time worked for the Town. No employee shall be paid twice for the same time worked.

4. The Town may offer compensatory time to employees who have provided written consent. Employees may refuse compensatory time and elect to receive overtime pay instead. Compensatory time shall be received at the rate of one and one-half hours for each hour worked. Compensatory time will be administered pursuant to R.S.A. 275:43. Employees may not carry unused compensatory time into the next calendar year. Should employee have a balance of compensatory time remaining at the end of the calendar year, the employee shall be compensated for all hours at the rate of straight time at the employee's current hourly rate at the time of payout.

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ARTICLE 12 - OUTSIDE WORK DETAILS

1. Payment for outside details shall be paid at 1.5 times a Master Patrol Officer's maximum hourly rate.

2. Employees working outside details shall be paid a minimum of four (4) hours unless the detail is cancelled at least two (2) hours prior to scheduled assignment or if the detail is offered for a lesser number of hours in advance of the assignment

3. Outside details shall be offered to available full-time qualified personnel in the appropriate job classification on a rotating basis before such duty is offered to other part-time qualified employees or to an outside agency.

The Department Head or his designee will be the responsible caller with the exception of emergency details or a reassigned detail which will cause an emergency situation, in which case, the on duty supervisor shall accept the task and cause to be notified the person charged with filling details.

Under no circumstances will swapping of details be permitted. Any outside detail, which cannot be filled by the original employee who took the detail, must be filled by reassigning it from the list according to the procedures described above. Any detail which is canceled by the employee who originally took it, less than twenty-four (24) hours prior to the start of the detail must be reassigned according to the emergency procedure outlined above.

ARTICLE 13 - PAID TIME OFF (PTO)

1. The purpose of paid time off (PTO) is to provide regular part-time and full-time employees with flexible paid time off from work that can be used for such needs as vacation, personal time and relaxation, personal or family illness, doctor appointments, to supplement income derived from disability or workers compensation benefits and other activities of the employee's choice.

2. PTO shall begin to accrue from date of hire. However, probationary employees may not take any PTO within their first six (6) months of hire.

3. Unscheduled use of PTO shall not count towards the computation of overtime.

4. Employees may use their PTO in one hour increments or greater.

5. All requests for PTO shall be approved in advance by a supervisor.

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6. Factors considered by the supervisor in granting PTO shall be, but not limited to, department needs, peak periods for certain/seasonal work, frequency of use and seniority.

7. Beginning with an employee's second calendar year of employment, each employee shall be required to take a minimum of eighty (80) scheduled accrued PTO hours or all of the PTO hours accrued during the year, whichever is less.

8. Effective April 1, 2016, previously accrued earned time shall be converted to PTO.

9. Effective April 1, 2016, previously accrued sick time shall remain accounted for and can be used for personal or family illness, doctor appointments, FMLA qualified leaves and to supplement income derived from disability or workers compensation benefits. Previously accrued sick time will remain accounted for until it is exhausted. Previously accrued sick time shall be subject to the same PTO restrictions in regards to scheduled and unscheduled use. Upon severance or termination of employment any unused sick time shall be lost.

10. In cases of personal or family illness, employees shall notify their supervisor within one hour before the start of work. In cases of personal or family emergencies, the employee will make a reasonable attempt to contact his/her supervisor as soon as possible.

11. In cases of abuse or excessive use of PTO, employees shall be disciplined when evidence of abuse exists and for excessive use of PTO for personal or family illness. Six (6) or more unscheduled and unplanned uses of PTO per year may be considered excessive use for purposes of this section.

12. Effective April 1, 2016, employees hired on or before March 31, 2016 may accrue PTO up to a maximum of 500 hours. All other employees hired after March 31, 2016 may accrue PTO up to a maximum of 360 hours. In the event an employee exceeds the maximum accrual limits at any time such excess shall be forfeited.

13. Employees may request payment of accrued PTO on July 1st and December 1st each year at the maximum rates shown below. Payments shall be subject to budget limitations, supervisor and Board of Selectmen approval.

YEARS SERVICE	MAXIMUM ANNUAL REIMBURSEMENT
0 to 12 months	**0 hours / 0 days**
13 to 60 months	**68 hours / 8.5 days**
61 to 120 months	**108 hours / 13.5 days**
121 months	**148 hours / 18.5 days**

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14. Upon severance or retirement, employees will be paid for no more than five hundred (500) hours of all accrued PTO time at the employee's current hourly wage.

15. PTO time is earned on the following schedule:

YEARS SERVICE	RATE FACTOR	ANNUAL HRS 2080hrs worked	ANNUAL DAYS 2080hrs worked
0 to 12 months	**.07696**	**160hrs**	**20 days**
13 to 60 months	**.09231**	**192hrs**	**24 days**
61 to 120 months	**.11154**	**232hrs**	**29 days**
121 months	**.13077**	**272hrs**	**34 days**

ARTICLE 14 - PROMOTIONS AND TRANSFERS

1. The Town reserves and shall have the right to make promotions and transfers. Town seniority shall govern where equal qualifications have been demonstrated. If a promotion or transfer requires specialized training to qualify an employee for the promotion or transfer, the Town shall provide said training.

2. Jobs to be filled through promotion shall be posted on bulletin boards in all locations in which bargaining unit employees work for a period of five (5) work days.

3. After an award is made of a promotion the name of the person promoted shall be posted for a period of five (5) workdays following said award.

4. Job posting(s) shall include job specifications, rate of pay, job location, and the shift.

5. The above procedure shall be followed in all promotions, vacancies and transfers whether temporary or permanent.

6. Candidates who apply for the vacancy shall be notified by the Town regarding the status of their application.

7. An employee who is promoted to a higher-level position within the bargaining unit shall be placed in a promotional probationary status for a period of six (6) months. Said promoted employee will be advanced to a pay grade that is at least 3% higher than their present pay grade.

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ARTICLE 15 - INSURANCES

1. Health Insurance: Full-time employees are eligible for health insurance benefits provided by the New Hampshire Municipal Association (HealthTrust). Effective April 1, 2016, eligible employees shall contribute towards the cost of health insurance selected by them as follows:
    a. Anthem Blue Choice Plan (BC3T10-RX10/20/45) - Employee cost share shall be 25% towards annual premium costs. Employee cost share shall be paid through bi-weekly payroll deductions. Office co-pays shall be $10.00 per visit, emergency room co-pays without hospital admittance shall be $50.00, and prescription co-pays shall be $10.00, $20.00 and $45.00 with a 90 day mail-in prescription benefit.
    b. Full-time employees may elect to participate in Anthem's Lumenos High-Deductible Plan provided by the New Hampshire Municipal Association (HealthTrust) and make pre-tax contributions to a Healthcare Savings Account (HSA) as established by the Town. Employee health insurance premium cost share shall be 5%. Employee premium cost share shall be paid through bi-weekly payroll deductions. The Town will match each employee HSA contribution, dollar for dollar, up to a maximum of $1,250 single plan and $2,500 two person/family plan.
    c. Eligible employees who wish to opt out of the Town's health insurance coverage may, with satisfactory proof of other employer-sponsored health insurance coverage, elect not to participate in the health insurance program and receive an annual stipend paid on a quarterly basis as follows:
        i. $3000 (single plan);
        ii. $6,000 (two person and family plans);
        iii. An employee will not be entitled to this stipend if he/she opts for coverage that subjects the employer to a tax and/or penalty under the terms of the Affordable Care Act.
    d. Notwithstanding the percentage cost shares set forth above, the Town's maximum annual contribution towards health insurance premiums shall not exceed $15,000 on a single plan, $25,000 on a two-person plan, and $32,000 on a family plan.

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Employees shall be responsible for paying the difference through payroll deduction from each bi-weekly pay period.

e. In the event that the total premium for any health insurance coverage provided by the Town exceeds the threshold level for assessment of the Cadillac Tax under the Affordable Care Act, the Employee electing such coverage will be responsible for paying the total cost of any such coverage (including premium cost, tax penalty or other assessments) in excess of the threshold level.

f. In the event that the total premium for any health insurance coverage provided by the Town exceeds the threshold level for assessment of the Cadillac Tax under the Affordable Care Act, the parties also agree to open negotiations on the issue of health insurance only, with the goal of selecting a new plan that does not exceed the threshold level for assessment of the Cadillac Tax under the Affordable Care Act.

2. Life Insurance: The Town agrees to provide life insurance, at no expense, to full-time employees in an amount equivalent to 2 times the employee's annual base salary, rounded up to the nearest one thousand dollars ($1,000.00).

3. Short and Long Term Disability: The Town agrees to provide, at no expense to full-time employees, short-term disability insurance covering non-work related accidents and illness to commence on the 8th consecutive calendar day of such illness or accident with a maximum benefit period of twenty-six (26) weeks for 66.67% of the employee's regular base wage with a maximum weekly benefit of $1,200.00. The Town agrees to provide, at no expense to full-time employees, long-term disability insurance covering non-work related accidents and illness to commence on the 181st consecutive calendar day of such illness or accident for 66.67% of the employee's regular base wage with a maximum monthly benefit of $5,000.00.

4. Liability Insurance: The Town shall indemnify an employee covered by this Agreement for judgments arising out of the employee acting in good faith within the scope of the employee's employment to the extent that the claim is within the limits of coverage of an insurance policy maintained by the Town.

5. Dental Benefits: The Town agrees to provide, at 100% to full-time employees, dental

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insurance offered by the New Hampshire Municipal Association (HealthTrust) known as the Northeast Delta Dental Benefit Plan Option 8B. A full-time employee may elect to have two-person or family plan coverage at a cost to the employee of 50% of the added premium.

6. Retirement: The Town shall, on behalf of bargaining unit members, continue to pay its share of the cost of participation in the New Hampshire Retirement System. However, notwithstanding any other provision in this Agreement, any payment to an employee otherwise due upon his/her retirement, shall be reduced by such amount as is necessary to prevent the Town from being assessed by the New Hampshire Retirement System under RSA 100-A:16 III-a or any other "spiking" provision. Any such reduction will be paid to the employee at such time as to prevent the Town from being assessed by the New Hampshire Retirement System under RSA 100-A:16 III-a or any other "spiking" provision. The parties agree to renew negotiations on this issue if the Legislature lowers the "spiking cap" from 125%.

7. Workers' Compensation: Employees shall receive workers compensation insurance coverage as prescribed by, and to the extent required by, the laws of the State of New Hampshire. The Town shall pay 100% of the related premiums. An employee who becomes eligible for a worker's compensation benefit must apply for that benefit.

ARTICLE 16 - UNIFORM ALLOWANCE

1. Upon completion of probation, Officers shall be issued articles of uniforms and equipment necessary to attain the following levels:

3 Long sleeve shirts	3 Ties
3 Short sleeve shirts	1 Tie Clip
3 Trousers	2 Name Tags
1 Dress blouse	2 Badges
1 Winter jacket	2 Collar insignia
1 Duty Belt	1 Wallet badge
1 Hat badge	1 Hat w/ cover
1 Spring/fall Jacket	1 Pair boots
1 Detail polo shirt	1 Holster
1 Cuff case	1 Pepper spray holder

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1 Ammo case	4 Belt keepers
1 Pair handcuffs	1 HPD baseball cap

2. Upon completion of probation, firefighters shall be issued articles of uniforms and equipment necessary to attain the following levels:

5 Short sleeve shirts	1 Winter jacket
5 Long sleeve shirts	1 Spring/fall jacket
5 Golf shirts	1 Belt
5 Department t-shirts	1 Winter hat
5 Trousers	1 Name tag
1 Pair of shoes	1 Badge

3. Annually thereafter employees covered by this Agreement shall receive a clothing allowance as follows:

Police (including Detective)	$750.00 each year
Firefighter	$750.00 each year

Uniform allowances shall be paid on a reimbursement basis upon presentation of proof of purchase. In order for uniform purchases to qualify for reimbursement, employees must receive approval from the Department Head that the purchase will qualify for reimbursement. Part-time employees uniforms will be issued and replaced utilizing a quartermaster system.

All equipment issued by the Town shall remain the property of the Town.

4. Dress requirements for the Communications Department shall continue to be the prescribed "business casual" including the uniform shirts. The Town shall provide each Communications employee with shirts as agreed upon by the employees and in consultation with the Communications Director. The Employer agrees to issue at least four (4) shirts per year for full-time and regular part-time employees and at least two (2) shirts per year to other part time employees. The Employer agrees to repair or replace shirts that are damaged at work or worn out. If shirts need to be replaced for any other reason, the cost shall be borne by the employee. Police and Fire employees may use up to $150 of their clothing allowance annually for dry cleaning uniforms.

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ARTICLE 17 - TUITION REIMBURSEMENT/EDUCATION INCENTIVE

The following education incentive and tuition reimbursement policy will apply to members of the bargaining unit after one (1) year of service. The Town agrees to provide 100% tuition reimbursement for the cost of courses, text books, lab fees and other course materials if all of the following are met:

1. Course reimbursement shall not exceed one thousand dollars ($1000) per employee, per calendar year unless as of December 31 there is a balance remaining in the course reimbursement fund. In such instance, if an employee has already been refunded then he/she can apply for additional reimbursement. The request for additional reimbursement shall be made to the appropriate Department Head.
2. Courses are related to the employee's job or are part of a career development program, which is approved in advance by the Department Head.
3. Successful completion of course work with a "B" or the numerical equivalent grade or better and satisfactory proof of attainment. In the event of a class with a "pass/fail" standard, "pass" shall be deemed successful completion.
4. Courses where a "C" or the numerical equivalent grade was received shall be reimbursed 50% of the cost of the course.
5. No reimbursement will be provided in courses where the student receives an "F" or the numerical equivalent grade.
6. Funds shall be allocated on a first come, first served basis. The Town shall budget four thousand dollars ($4,000) each year. Unexpended funds shall not be carried over into the next budget year.

ARTICLE 18 - MILITARY LEAVE

1. A leave of absence for military service shall be governed by existing State and Federal law. A full-time or regular part-time employee who serves in a military reserve unit or the National Guard and is called away for any tour of active duty, to include annual training, shall receive the difference between his/her regular rate of pay and the total pay for the employee's military grade received from the military if the military pay is less. The employee shall be eligible for this difference pay upon presentation of acceptable documentation showing the amount of the

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military pay received.

2. In the event an employee is called into active duty for a period other than the normal routine annual tour, that employee will be considered on a "leave of absence." The following will apply: Medical and dental benefits shall continue for the employee's spouse and/or family. He/she shall be guaranteed employment with the Town in the same Department, upon his/her return, at the same rate of pay; however, it may not be the same job. The employee shall continue to accrue Town and Department seniority.

ARTICLE 19 - FAMILY AND MEDICAL LEAVE

1. Subject to the definitions and requirements provided in the Family and Medical Leave Act (FMLA) Policy, an eligible employee may request and will be granted up to twelve (12) work weeks of unpaid family or medical leave during any twelve (12) month period, calculated on the rolling look-back basis, for one or more of the following events:
    a. The birth and first year care of a child;
    b. The placement of a child for adoption or foster care in the employee's home;
    c. The care of the employee's spouse, child, or parent with a serious health condition;
    d. The employee's serious health condition, which renders him/her unable to perform the functions of the employee's position.

2. The employee must request leave by contacting his/her supervisor thirty (30) days in advance when the leave is foreseeable.

3. If the leave was not foreseeable, the employee shall contact his/her supervisor as soon as reasonably possible.

4. Employees shall be required to run available paid leave (except worker's compensation leave) concurrently with FMLA. However, employees shall not be allowed to use PTO / sick leave for unplanned intermittent use of FMLA leave; this type of use shall be unpaid.

5. The employee may elect to continue health and dental insurance during the period of such leave and the Town will continue to pay its premium share for coverage of health, dental, life, and disability insurance during FMLA leave.

6. The employee is entitled to return to the same or equivalent position upon completion of the

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leave.

ARTICLE 20 - BEREAVEMENT LEAVE

1. Full-time and part-time employee who are absent due to death in his/her immediate family is granted up to five (5) days leave not chargeable to PTO. "Immediate family", as used here, shall be interpreted to include a spouse, child, grandchild, father, mother, brother or sister of the employee or of his or her spouse or any partner or relative living in the immediate household of the employee. Bereavement Leave shall also apply to Grandparents and to a "Common Law Spouse" as defined by NH statutes.

2. In all cases of the death of a near relative - aunt, uncle, niece, nephew, cousin; the employee shall be paid for the absence on the full day necessary to attend the funeral or wake.

ARTICLE 21 - LEAVE OF ABSENCE

1. Full-time employees who have completed their probationary period may apply for and be granted a leave of absence without pay or benefits for reasons such as personal illness or other compelling urgent reasons. Such leave shall be upon the recommendation, in writing, by the Department Head to the Board of Selectmen. The Board may grant a leave of absence not to exceed one (1) year.

2. Any employee who accepts employment or conducts business during a leave of absence shall be immediately terminated unless the Town had previously approved such activities. Failure of the employee to report promptly at the expiration of the leave shall be cause for dismissal.

3. Any employee who serves on Jury Duty shall receive the difference between their regular rate of pay and the reimbursement received from the court. The employee shall be eligible for this pay upon presentation of acceptable documentation, from the court, showing the amount of the court's payment.

ARTICLE 22 - HOLIDAYS

1. All full-time regular employees shall be paid for the following named holidays. Should a holiday fall on a Sunday and be celebrated on a Monday all regular employees shall be paid for this day. Should a holiday fall on a Saturday, the preceding Friday shall be considered the

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holiday. These employees who have been deemed non-essential by management shall be compensated for the amount of hours they were originally scheduled to work. For shift workers, holidays will be observed on the day for which it is deemed to be an official holiday.

New Year's Day	Independence Day
President's Day	Labor Day
Memorial Day	Thanksgiving Day
Veteran's Day	Day after Thanksgiving
Floating Holiday	Christmas Day

2. All work performed on a holiday shall be paid at the rate of time and one-half, for all hours worked.

3. An employee shall be entitled to the holiday pay referred to in Section 1 if the employee works or uses planned PTO/planned sick time for the last regularly scheduled workday preceding and the first regularly scheduled work day following the particular holiday but not otherwise except for a substantial reason or emergency.

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

5. If not scheduled to work, holiday pay shall accrue to employees based on an eight (8) hour day, regardless of the length of an individual employee's normal shift.

ARTICLE 23 - BULLETIN BOARDS

The Union may post notices on space provided by the Town on its bulletin boards where notices usually are posted by the Town for employees to read. All such notices shall be on Union stationary, signed by an official of the Union, and shall only be used to notify employees of matters pertaining to Union affairs. The notices may remain posted for a reasonable period of time. No material shall be posted which is inflammatory, profane or obscene or sensitive or which constitutes election campaigning material for or against any person, organization or faction thereof.

ARTICLE 24 - SAFETY/EQUIPMENT

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

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2. The Departments may adopt rules for the operation of the Departments and the conduct of its employees provided such do not conflict with any of the provisions of this Agreement.

3. Departmental property issued to employees or personal property which is required by the Town that is lost, stolen or damaged during the course of an employee's duty shall be replaced by the Town at no cost to the employee, provided however, that the employee reports immediately to the employee's supervisor that a loss has occurred, and the loss was not due to the negligence or carelessness of the employee. Safety equipment issued to employees will be repaired or replaced in conformance with industry standards and manufacturer's recommendations.

4. The Employer agrees to issue body armor to all police officers and shall repair or replace issued body armor in conformance with industry standards and manufacturer's recommendations, provided that armor in regular use over five (5) years old shall be replaced upon request of the employee. The Employer shall issue body armor that is in conformance with NIJ rating as adequate for normal duty use (no less than level 2A). The parties agree the Employer may require employees to wear a vest. All safety equipment issued by the Town shall remain the property of the Town.

ARTICLE 25 - WAGES

1. Upon ratification of this Agreement, the Union agrees to drop the pending grievance/arbitration regarding longevity steps for step 9 employees filed May 15, 2014.

2. Effective April 1, 2016, bargaining unit members shall be paid in accordance with the wage scale shown in Appendix A.

3. Movement for full-time employees on the wage scale from one step to the next will be offered on April 1, 2016 and April 1, 2017. However, those employees who are receiving a wage adjustment of at least 3% as a result of the implementation of the new wage scale in Appendix A will not be eligible to move a step on April 1, 2016. Additionally, no employee will be entitled to receive both longevity pay and a wage adjustment in the same contract year. Movement on the wage scale shall be based on a satisfactory overall evaluation. Evaluation forms shall be standardized. In the event of an unsatisfactory overall evaluation, an employee will have three (3) months to correct the specified deficiencies before movement on the scale. If the evaluation remains unsatisfactory after three (3) months, then the employee will not move on

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the scale during that year of employment. If the Department Head or designee fails to perform an evaluation, the employee shall ~~be~~ advance on the wage scale on the appropriate date.

4. Full-time Probationary employees shall be paid as determined by the Town, except that the rate of pay shall not exceed step 2 of the appropriate job classification unless mutually agreed upon by the Union and the Town. The end of probation rate of pay shall normally be step 1 of the appropriate job classification.

5. Part-time employees shall be eligible for a merit step increase or longevity pay in accordance with Article 25 - section 2, 3 and 6 upon working 1,040 hours. The calculation of hours worked for purposes of this provision shall include all hours worked since the effective date of the employee's last step increase.

6. Longevity pay may be received on April 1, 2016 and April 1, 2017. Longevity pay is granted under the same criteria as a step increase, at the rate of one hundred ($100) dollars for each year of service. No employee will be entitled to receive both longevity pay and a wage adjustment in the same contract year.

7. In addition to the wage rates established by this agreement, the Employer shall pay premium pay of one thousand ($1000) dollars per year for the following assignments: Field Training Officer, Firearms Instructor, Defensive Tactics Instructor, Training Preceptor, Youth Programs Coordinator, Fire Special Events Coordinator, Fire Car Seat Safety Coordinator, TAC (NCIC/SPOTS) Instructor, and Communications Training Officer. Field Training Officers and Communications Training Officers shall receive $500 annually if there are no new employees trained. Each of these positions shall be limited to two (2) per department and are expected to assist management in remedial training in addition to new employee training.

8. On April 1, 2016, Robert Dichard will be placed on Step 7 of the new salary schedule for Communications Supervisor, and he will not be eligible for either a step increase or longevity pay for the first contract year.

ARTICLE 26 - MASTER PATROLMAN/FIREFIGHTER

1. The designation of Master Patrolman/Firefighter is recognition of an officer's knowledge and experience regardless of job assignment.

2. Master Patrolmen/Firefighters shall be entitled to premium pay of five percent (5%) of

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his/her annual salary.

3. Candidates must have a minimum of five (5) continuous years of town service in their respective department and two consecutive years of acceptable job performance.

4. Candidates must successfully complete the following:

A. Master Firefighter: Company Officer School (Fire Officer I and II)

B. Master Patrolman: Field Training Officer and First Line Supervisor

5. Testing for the Master Patrolman/Firefighter will be offered annually. The examination process will be mutually agreed upon between the Department Head and the Union

6. In the event of unsatisfactory overall evaluation, an employee will have three (3) months to correct the specified deficiencies before designation as a Master Patrolman/Firefighter. If the evaluation remains unsatisfactory after three (3) months, then the evaluation will remain as such. The parties agree that this does not forfeit the employee's ability to utilize the grievance process. If the Department Head or designee fails to perform an evaluation, the employee shall be considered to have performed his/her duties in an acceptable level for the purpose of this section.

ARTICLE 27 - SEXUAL AND OTHER UNLAWFUL HARASSMENT AND DISCRIMINATION

The Sexual and Other Unlawful Harassment and Discrimination Policy as adopted by the Board of Selectmen on September 13, 2013 shall apply to members of the bargaining unit.

ARTICLE 28 - EFFECT OF AGREEMENT

1. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Town and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not referred to or covered in this Agreement, 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 this Agreement was

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negotiated or signed. The parties may, however, voluntarily agree to reopen contract negotiations on any subject at any time.

2. This instrument constitutes the entire agreement and final resolution of all matters in dispute between the Town and the Union arrived at as a result of collective bargaining negotiations, except such amendments hereto as shall have been negotiated by mutual agreement and reduced to writing and signed by the parties.

ARTICLE 29 - EXPENDITURE OF PUBLIC FUNDS

Any agreement reached which requires the expenditure of public funds for its' implementation shall not be binding upon the employer, unless and until, the necessary specific appropriations have been made by the Town of Hollis Town Meeting at each of its appropriate annual meetings during the term of this agreement. The Employer shall make a good-faith effort to secure the funds necessary to implement said agreement at each of the appropriate annual meetings. If such funds are not forthcoming, the employer and the union shall resume negotiations regarding the matters affected.

ARTICLE 30 - SEPARABILITY

In the event that any Article or section of an Article of this Agreement is declared to be illegal, void or invalid in whole or in part by a Court of competent jurisdiction after all appeals, if any, have been exhausted, all other Article and sections of this Agreement shall remain in full force and effect to the same extent as if that Article or section had never been incorporated in this Agreement and such event, the remainder of this Agreement shall continue to be binding upon the parties hereto.

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ARTICLE 31 - DURATION

This Agreement shall be in full force and effect from April 1, 2016 through and including March 31, 2018.

FOR THE TOWN OF HOLLIS, NH

Mark LeDoux, Chairman

David Petry, Vice Chairman

Peter Band, Selectman

Frank Cadwell, Selectman

Vahrij Manoukian, Selectman

march 28, 2016
Date

FOR AFSCME LOCAL 3657

Daniel Gorman, Chapter Chair

David Turgeon, Steward

Jennifer Govostes, Secretary

3/19/16
Date

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APPENDIX A - WAGE SCHEDULE

Grade	Position	Rate	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
A	Communication Specialist	Annual	$37,440.00	$38,563.20	$39,720.10	$40,911.70	$42,139.05	$43,403.22	$44,705.32	$46,046.48	$47,427.87
		Bi-Weekly	$1,440.00	$1,483.20	$1,527.70	$1,573.53	$1,620.73	$1,669.35	$1,719.44	$1,771.02	$1,824.15
		Hourly	$18.00	$18.54	$19.10	$19.67	$20.26	$20.87	$21.49	$22.14	$22.80
A1	Communications Supervisor	Annual	$45,115.20	$46,468.66	$47,862.72	$49,298.60	$50,777.56	$52,300.88	$53,869.91	$55,486.01	$57,150.59
		Bi-Weekly	$1,735.20	$1,787.26	$1,840.87	$1,896.10	$1,952.98	$2,011.57	$2,071.92	$2,134.08	$2,198.10
		Hourly	$21.69	$22.34	$23.01	$23.70	$24.41	$25.14	$25.90	$26.68	$27.48
B2	FF/EMTI	Annual	$40,800.21	$42,021.64	$43,243.08	$44,507.37	$45,857.38	$47,207.38	$48,621.67	$50,057.40	$51,559.12
		Bi-Weekly	$1,569.24	$1,616.22	$1,663.20	$1,711.82	$1,763.75	$1,815.67	$1,870.06	$1,925.28	$1,983.04
		Hourly	$19.62	$20.20	$20.79	$21.40	$22.05	$22.70	$23.38	$24.07	$24.79
B2 M	Master FF/EMTI	Annual	$42,840.22	$44,122.72	$45,405.23	$46,732.74	$48,150.24	$49,564.54	$51,064.54	$52,564.55	$54,141.49
		Bi-Weekly	$1,647.70	$1,697.03	$1,746.36	$1,797.41	$1,851.93	$1,906.33	$1,964.02	$2,021.71	$2,082.36
		Hourly	$20.60	$21.21	$21.83	$22.47	$23.15	$23.83	$24.55	$25.27	$26.03
B2 L	Lieutenant FF/EMTI	Annual	$49,171.20	$50,646.34	$52,165.73	$53,730.70	$55,342.62	$57,002.90	$58,712.98	$60,474.37	$62,288.61
		Bi-Weekly	$1,891.20	$1,947.94	$2,006.37	$2,066.57	$2,128.56	$2,192.42	$2,258.19	$2,325.94	$2,395.72
		Hourly	$23.64	$24.35	$25.08	$25.83	$26.61	$27.41	$28.23	$29.07	$29.95
B3	FF/Paramedic	Annual	$43,971.20	$45,290.34	$46,649.05	$48,048.52	$49,489.97	$50,974.67	$52,503.91	$54,079.03	$55,701.40
		Bi-Weekly	$1,691.20	$1,741.94	$1,794.19	$1,848.02	$1,903.46	$1,960.56	$2,019.38	$2,079.96	$2,142.36
		Hourly	$21.14	$21.77	$22.43	$23.10	$23.79	$24.51	$25.24	$26.00	$26.78
B3 M	Master FF/Paramedic	Annual	$46,169.76	$47,554.85	$48,981.50	$50,450.94	$51,964.47	$53,523.41	$55,129.11	$56,782.98	$58,486.47
		Bi-Weekly	$1,775.76	$1,829.03	$1,883.90	$1,940.42	$1,998.63	$2,058.59	$2,120.35	$2,183.96	$2,249.48
		Hourly	$22.20	$22.86	$23.55	$24.26	$24.98	$25.73	$26.50	$27.30	$28.12
B3 L	Lieutenant FF/Paramedic	Annual	$52,977.60	$54,566.93	$56,203.94	$57,890.05	$59,626.76	$61,415.56	$63,258.02	$65,155.77	$67,110.44
		Bi-Weekly	$2,037.60	$2,098.73	$2,161.69	$2,226.54	$2,293.34	$2,362.14	$2,433.00	$2,505.99	$2,581.17
		Hourly	$25.47	$26.23	$27.02	$27.83	$28.67	$29.53	$30.41	$31.32	$32.26
B4	Fire Inspector	Annual	$44,982.23	$46,328.86	$47,675.49	$49,069.37	$50,557.76	$52,042.76	$53,617.77	$55,192.78	$56,848.56
		Bi-Weekly	$1,730.09	$1,781.88	$1,833.67	$1,887.28	$1,944.53	$2,001.64	$2,062.22	$2,122.80	$2,186.48
		Hourly	$21.63	$22.27	$22.92	$23.59	$24.31	$25.02	$25.78	$26.53	$27.33
C	Patrol Officers	Annual			$47,100.24	$48,493.10	$49,950.25	$51,471.69	$53,014.55	$54,600.28	$56,238.28
		Bi-Weekly			$1,811.55	$1,865.12	$1,921.16	$1,979.68	$2,039.02	$2,100.01	$2,163.01
		Hourly			$22.64	$23.31	$24.01	$24.75	$25.49	$26.25	$27.04
C1	Master Patrolman (Detective)	Annual				$50,917.76	$52,457.41	$54,043.13	$55,671.71	$57,343.15	$59,063.44
		Bi-Weekly				$1,958.38	$2,017.59	$2,078.58	$2,141.22	$2,205.51	$2,271.67
		Hourly				$24.48	$25.22	$25.98	$26.77	$27.57	$28.40
E	Sergeant	Annual						$62,016.61	$63,877.11	$65,793.43	$67,767.23
		Bi-Weekly						$2,385.25	$2,456.81	$2,530.52	$2,606.43
		Hourly						$29.82	$30.71	$31.63	$32.58
F	Animal Control Officer	Annual	$33,428.74	$34,435.89	$35,443.04	$36,514.47	$37,607.33	$38,743.05	$39,921.63	$41,121.64	$42,355.29
		Bi-Weekly	$1,285.72	$1,324.46	$1,363.19	$1,404.40	$1,446.44	$1,490.12	$1,535.45	$1,581.60	$1,629.05
		Hourly	$16.07	$16.56	$17.04	$17.56	$18.08	$18.63	$19.19	$19.77	$20.36
G	Regular Part-time	Annual	$29,957.29	$30,857.30	$31,778.73	$32,721.59	$33,685.88	$34,714.46	$35,764.47	$36,835.90	$37,940.98
		Bi-Weekly	$1,152.20	$1,186.82	$1,222.26	$1,258.52	$1,295.61	$1,335.17	$1,375.56	$1,416.77	$1,459.27
		Hourly	$14.40	$14.84	$15.28	$15.73	$16.20	$16.69	$17.19	$17.71	$18.24