

# Town of Plaistow



*AGREEMENT BETWEEN:*

*THE TOWN OF PLAISTOW*

*&*

*THE PLAISTOW POLICE ASSOCIATION*

*(TEAMSTERS LOCAL NO. 633 OF NEW HAMPSHIRE)*

**April 1, 2010 to March 31, 2018**





AGREEMENT BETWEEN THE TOWN OF PLAISTOW  
AND THE PLAISTOW POLICE ASSOCIATION  
AND TEAMSTERS LOCAL NO. 633 OF NEW HAMPSHIRE



Table of Contents

Article Number		Page Number
1	Recognition and Bargaining Unit Description.....	2
2	Employee Rights.....	2
3	Management Rights.....	3
4	Consultation.....	4
5	Grievance Procedure.....	5
6	Temporary Leave of Absence.....	7
7	Probationary Employees.....	8
8	Promotions and Transfers.....	9
9	Temporary Service Out of Rank.....	16
10	Hours of Work.....	17
11	Overtime.....	18
12	Court and Hearing Appearances.....	19
13	Holidays.....	19
14	Earned Time.....	20
15	Injury Leave.....	24
16	Health Insurance.....	25
17	Liability Insurance.....	27
18	Longevity Pay.....	27
19	Uniform Allowance.....	28
20	Private Details.....	29
21	Salary Schedule.....	30
22	Life Insurance.....	33
23	Jury Duty Pay.....	34
24	Retirement.....	34
25	Safety.....	34
26	Harassment for age, race, religion, gender, etc. ....	34
27	Reimbursement for Use of Private Vehicle.....	35
28	Education Allowance and Reimbursement.....	36
29	Duration of Agreement.....	37



**AGREEMENT BETWEEN THE TOWN OF PLAISTOW  
AND THE PLAISTOW POLICE ASSOCIATION  
AND TEAMSTERS LOCAL NO. 633 OF NEW HAMPSHIRE**



**Article 1  
Recognition and Bargaining Unit Description**

Section 1

The Employer recognizes Teamsters Local No. 633 of New Hampshire as the sole and exclusive bargaining agent for the members of the Association for the purpose of collective bargaining as to salary, wages, and fringe benefits. The termination of employees during their probationary period shall not be subject to the grievance procedure.

Employees in the following ranks/classifications have been certified (Case No. P-0748 12/11/91) as being included in the bargaining unit:

1. All Full-Time and permanent Part-Time Police officers
2. All Sergeants
3. All full-time and permanent part-time Dispatchers
4. All Dispatch Supervisors
5. Secretary (unless excluded as confidential)
6. Part-Time Secretary/Records Clerk
7. Victim Witness Advocate

Section 2

Excluded from recognition and this Agreement are all employees in the following job classifications: Chief of Police, Deputy Chief, Lieutenant, and Chief's Secretary.

**Article 2  
Employee Rights**

Section 1

The Town agrees not to discriminate against any employee covered by this Agreement in conditions of employment in order to discourage or encourage membership in the Union, or to discriminate against any employee because he/she had given testimony, or taken part in a grievance procedure, or any other Union proceedings.

Section 2

The Town and the Union agree not to discriminate in any manner against any employee covered by this Agreement because of race, religion, creed, color, age, handicap, national origin, or sex.



**AGREEMENT BETWEEN THE TOWN OF PLAISTOW  
AND THE PLAISTOW POLICE ASSOCIATION  
AND TEAMSTERS LOCAL NO. 633 OF NEW HAMPSHIRE**



Section 3

Upon individual authorization signed by the employee requesting dues deduction(s) the Town agrees to deduct from the pay of the member the authorized dues for Union membership, as certified to the Town by the Teamsters Local 633. Any initiation fees and all dues shall be remitted to the Union prior to the 20<sup>th</sup> of the month.

Said deduction should be made each pay period provided, however, that if an employee has no check coming to him/her or if the check is not large enough to satisfy the deduction, then and in that event, no collection of dues will be made for that pay period.

The Town will send the amount so deducted once a month to the Secretary-Treasurer, Teamsters Local No. 633 of NH, P.O. Box 870, Manchester, NH, 03103.

The Union shall indemnify and hold harmless the Town should any dispute arise between the Union and the Town as a result of the administration of this Article.

Section 4

The Town will provide space for the Union to install a bulletin board for the purpose of posting Union notices and information. The Chief may require that materials be removed from the bulletin board if they do not relate to the Union-management relations relevant to the Town or legitimate Union activities.

Section 5

The Town shall offer to all employees payroll deduction for an established 457 savings plan.

**Article 3  
Management Rights**

Section 1

Except to the extent that there is contained in this Agreement an express and specific provision to the contrary, or to the extent the issue has been determined by decisional law, all of the authority, power, rights, jurisdiction, and responsibility of the Town and the Police Department are retained and reserved exclusively to the Town and the Chief of Police including, but not limited to, the right to manage the affairs of the Town and the department and to maintain and improve the efficiency of its operations; to determine methods, means, process and personnel by which operations are to be conducted; to determine the size and direct the activities of the Police Department; to determine the schedule and hours of duty consistent with this Agreement and the assignment of employees to work; to establish new job classifications and job duties and functions, to require from each employee the efficient utilization of his services; unless otherwise conditioned by this Agreement; to hire, promote, assign and retain employees; and for just cause and reason to discipline, suspend, demote, and discharge employees, to promulgate and support reasonable rules and regulations pertaining to the operations. Management has the right to go biweekly payroll if it so chooses.



**AGREEMENT BETWEEN THE TOWN OF PLAISTOW  
AND THE PLAISTOW POLICE ASSOCIATION  
AND TEAMSTERS LOCAL NO. 633 OF NEW HAMPSHIRE**

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Section 2

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

Section 3

Merit Payments will be allowed at the sole discretion of the Police Chief in amounts up to \$200 to any one employee in a year. (More than one employee may receive merit pay in a given year). This will be made public and is designed to encourage morale and performance. The selection criteria and process will not be subject to the grievance procedure.

Section 4

It is acknowledged that during the negotiations that have resulted in this Agreement, the Union had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining. Therefore, for the life of this Agreement, this Agreement shall constitute the total agreement between the parties. This Agreement may be amended only by mutual consent of both parties.

Section 5

The Town may implement an evaluation system, including the methods and timetables for conducting evaluations, but these evaluations will not be used for disciplinary purposes nor are they considered disciplinary. Nothing in this section shall prevent the Chief of Police or his designee from taking appropriate corrective action for unsatisfactory performance.

Section 6

Direct Deposit will be offered to union members on the same basis as it is offered to other Town Employees. Whenever the Collective Bargaining ties a benefit to the Town personnel policy, the Town retains the right to unilaterally change the Personnel Plan without it being considered an unfair labor practice. The changes will be in effect for both bargaining and non-bargaining unit members.

**Article 4  
Consultation**

Section 1

Representatives of the Union may meet with the Chief of Police or his designee once a month to discuss matters of mutual concern, at a mutually agreed time and place, including those matters necessary to the implementation of this Agreement. A written agenda shall be exchanged between the Union and Chief of Police no less than five (5) days before the scheduled date of the meeting. At the discretion of the parties, additional matters for



**AGREEMENT BETWEEN THE TOWN OF PLAISTOW  
AND THE PLAISTOW POLICE ASSOCIATION  
AND TEAMSTERS LOCAL NO. 633 OF NEW HAMPSHIRE**



discussion may be placed on the agenda. Nothing contained herein shall prevent the Chief of Police or his designate and the Union from meeting on a less frequent basis on mutual agreement.

Section 2

Nothing contained herein shall prevent the Union from consulting with the Chief of Police or designate at any time, if matters of mutual concern arise.

**Article 5  
Grievance Procedure**

Section 1

Definition - a Grievance is defined as a written dispute, claim, controversy or complaint which is filed and signed by the Union and which arises under the terms of this Agreement.

**Note:** An employee who has a complaint must take up the complaint with his/her immediate supervisor verbally before he/she can process the complaint as a formal grievance. The immediate supervisor shall give his/her answer within two (2) days. It is anticipated that nearly all complaints can be resolved informally without grievance.

Each grievance must be submitted in writing by the Union and must contain a statement of the facts surrounding the grievance, the provision(s) of this agreement allegedly violated, the relief requested and the extent to which the grievant has sought an informal adjustment of the grievance.

Section 2

Procedure

Step One - An employee desiring to process a grievance must file a written statement of the grievance to the Police Chief no later than ten (10) business days after the employee knew the facts on which the grievance is based, and in no case more than sixty (60) days from the occurrence of the act by the Town causing the grievance. The Chief or his/her designee shall meet with the employee within ten (10) business days following receipt of the notice and shall give a written decision within ten (10) business days thereafter.

However if an employee is suspended without pay or discharged, they will be entitled to skip step one of the grievance procedure and go directly to Step 2 and the Town Manager or his designee will make himself or herself available within five (5) days. If this does not occur the aggrieved employee can go directly to Step 3.

Step Two - If the employee is not satisfied with the decision of the Chief, he/she may file, within five (5) business days following the Chief's decision, a written appeal with the Town Manager setting forth the specific reasons why he/she believes the Agreement is being violated by the Town action in question. Within twelve (12) business days following receipt of



**AGREEMENT BETWEEN THE TOWN OF PLAISTOW  
AND THE PLAISTOW POLICE ASSOCIATION  
AND TEAMSTERS LOCAL NO. 633 OF NEW HAMPSHIRE**



the appeal, the Town Manager shall either issue a written decision or schedule a Hearing. Said hearing shall be held no later than twenty (20) business days following receipt of the appeal and written decision shall be rendered within five (5) business days thereafter.

Step Three - If the employee is not satisfied with the decision of the Town Manager, the Union may file, within twenty (20) business days following the receipt of the decision of the Town Manager, a request for arbitration to the American Arbitration Association under its rules and regulations. The decisions of the arbitrator shall be final and binding on the parties, subject to the provisions of New Hampshire RSA 542 as amended.

Section 3

The cost of arbitration shall be borne equally by the Town and the Union.

Section 4

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

Section 5

The grievant may be present at all steps of the procedure.

Section 6

The grievant has the right to be represented at any step of the grievance procedure as outlined in Section 2 of this Article, by a representative of the Union, either a Steward or the Teamster's Business Agent.

Section 7

Individuals called as witnesses shall be compensated by the party initiating the request for such service.

Section 8

No material related to a Grievance, filed under this Section shall be placed in the employee's Personnel File. All reprimands or discipline found to be valid under this grievance procedure may be placed in the individual's Personnel File.

Section 9

The Union and the Town agree that unless an employee incurs subsequent discipline for similar misconduct or incompetence, warnings and reprimands may not be used as the basis for any subsequent action by the Town after one (1) year, and suspensions after three (3) years, with the understanding that the value of such discipline diminishes over time.



**AGREEMENT BETWEEN THE TOWN OF PLAISTOW  
AND THE PLAISTOW POLICE ASSOCIATION  
AND TEAMSTERS LOCAL NO. 633 OF NEW HAMPSHIRE**

---



a) Any and all unfounded complaints shall not be part of an employee's personnel file.

**Article 6  
Temporary Leave of Absence**

Section 1

Negotiations - Released Time

Leave from duty with full appropriate pay shall be granted to on-duty members of the Union's Negotiating Committee, who attend meetings between the Town and the Union for the purpose of negotiating the terms of an agreement.

Section 2

Grievance Hearings

Leave from duty with full pay shall be granted to an on-duty employee who files a grievance under Article 5 (Grievance Procedure) for the purpose of attending any Hearing relating to the officer's grievance.

Section 3

Bereavement Leave

Employees shall be granted up to five (5) consecutive days for leave upon the death of a spouse, three (3) consecutive paid working days of leave upon the death of his/her immediate family. Immediate family shall include the following: (step)mother, (step)father, (step)son, (step)daughter, (step)brother, (step)sister, grandmother, grandfather, grandchild, ward, or relative residing in the employee's home. Special leave of one (1) working day with pay shall be granted an employee for the purpose of attending the funeral in the event of death of his/her sister-in-law, brother-in-law, mother-in-law, father-in-law, aunt, or uncle. Exceptions may be made by the Chief of Police or his designee in special circumstances.

a) Bereavement Leave will be granted to part-time employees when they are scheduled to work on days during which such leave is needed.

Section 4

Maternity Leave

Maternity leave is considered in the same manner as any other disabling condition.

Section 5

Military Leave

To foster and encourage service in the United States Military Reserve and the National Guard, the Town will pay any full time employee who is a member of the United States Military Reserve and the National Guard, the difference between his or her military pay and the employee's regular weekly straight time pay when on normal annual training sessions. Payment of above stated differentials shall not apply to regular monthly meetings or when the



**AGREEMENT BETWEEN THE TOWN OF PLAISTOW  
AND THE PLAISTOW POLICE ASSOCIATION  
AND TEAMSTERS LOCAL NO. 633 OF NEW HAMPSHIRE**

---



employee enters full time active duty.

Section 6

Temporary Leave of Absences

a) The Family Medical Leave Act (FMLA) will be provided as outlined in the Town's Personnel Plan with the additional provision that the Town may at its sole discretion pick up the entire medical costs if the Board of Selectmen deem appropriate based upon the circumstances, however this provision will be rescinded if it must apply to all or none. Whenever the Collective Bargaining ties a benefit to the Town personnel policy, the Town retains the right to unilaterally change the Personnel Plan without it being considered a grievable event or an unfair labor practice. The changes will be in effect for both bargaining and non-bargaining unit members. If the Town Personnel Plan does not encompass recent changes to the Family Medical Leave Act, it will be revised to do so.

b) During the twelve (12) week period of leave, the employee's health insurance benefits will be maintained in a manner identical to that in effect for "active" employees and the employee's seniority and position in the department will not be affected by such leave.

c) Earned time will not accrue during the period of unpaid leave, except for those hours/days covered by Earned Time benefits.

d) After twelve (12) weeks has elapsed, the employee's employment status will be continued only by virtue of return to duty.

e) The twelve (12) month period, for purposes of FMLA calculation, shall be the anniversary date of the initial granting of leave of absence under the Act and this Article of the Agreement.

f) While most of an employee's leave time will be used before any unpaid leave for FMLA time, an employee will be allowed to retain up to 24 hours of their ETO time.

**Article 7  
Probationary Employees**

Section 1

The period following the initial appointment of any employee to a position of permanent status is considered the employee's probationary period. The employee's performance will be evaluated by the Chief or the Chief's designee at the mid-term of such period and thirty (30) days from the end of the period. Based upon the evaluations the Chief will recommend retention or dismissal of the employee to the Town Manager. The dismissal of an employee during the probationary period is not subject to the grievance procedure.



**AGREEMENT BETWEEN THE TOWN OF PLAISTOW  
AND THE PLAISTOW POLICE ASSOCIATION  
AND TEAMSTERS LOCAL NO. 633 OF NEW HAMPSHIRE**



Section 2

The length of the probationary period shall be as follows (except that probationary periods may be extended by mutual agreement between the Union and the Town when the probationary period has been interrupted by the absence of the employee due to illness or injury.)

- a) Full Time Certified Patrol Officer 1 Year
- b) Full Time Non-Certified Patrol Officer 18 Months
- c) Part Time Patrol

i. A one (1) year period consisting of 1300 hours worked per year which includes all shifts, detail assignments and schools.

OR

ii. Three (3) years from the date of initial hire whichever comes first.

- d) Dispatchers (Both Full and Part-Time) 1 Year
- e) Secretary, Victim Witness Advocate, and  
Part-Time Secretary/Records Clerk 1 Year

Section 3

A probationary employee may be discharged from duty at any time during the probationary period if the Chief so recommends to the Town Manager and the Town Manager concurs with that recommendation.

Section 4

Employees promoted to a position of a higher rank or a position occupying a higher salary range will serve a probationary period of one (1) year identical to those specified in Section 2 of this Article. However such employees will be provided with such rights (relative to seniority and "bumping") as are outlined in Article 8: Promotions and Transfers of this Agreement.

**Article 8  
Promotions and Transfers**

Section 1

Employees promoted to a higher rank or a position occupying a salary range which is higher will, if they fail to satisfactorily complete the one (1) year probationary period, be



**AGREEMENT BETWEEN THE TOWN OF PLAISTOW  
AND THE PLAISTOW POLICE ASSOCIATION  
AND TEAMSTERS LOCAL NO. 633 OF NEW HAMPSHIRE**



returned to their original rank or classification. All seniority which existed at the time of the promotion will be restored and will be available for purposes of "bumping" less senior employees in the original rank or classification.

Section 2

Any employee promoted will be permitted to voluntarily return to his/her original rank or classification within a thirty (30) day period following the promotion. Seniority in the original rank/classification will be restored and may be used as a "bumping right" in such instances.

Section 3

The Town agrees to maintain its current practice in the promotions to the position of Sergeant, provided, however that no employee shall be so promoted who does not receive a passing grade on the promotional exam.

Section 4

Promotions within the bargaining unit shall be made from the top three employees qualifying from within the Department. Appointments outside of the bargaining unit will allow application from bargaining unit candidates and give consideration to members of the bargaining unit.

Section 5 Master Patrol Officer (Step five)

Purpose

The purpose of this directive is to establish the award classification of Master Patrol Officer and to outline the minimum mandatory requirements that must be met in order for a Police Officer to be awarded Master Patrol Officer status.

Policy

It is the policy of the Plaistow Police Department to recognize exemplary performance and years of dedicated service by awarding "Master Patrol Officer" status to those officers that meet the standards set forth in this directive.

Procedure

Those officers that have met the following requirements shall be awarded Master Patrol Officer status:

1. A minimum of seven years continuous full time police service with the Plaistow Police Department.



**AGREEMENT BETWEEN THE TOWN OF PLAISTOW  
AND THE PLAISTOW POLICE ASSOCIATION  
AND TEAMSTERS LOCAL NO. 633 OF NEW HAMPSHIRE**

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2. The officer shall be certified in and have at least one year in the position of Field Training Officer, Prosecutor, Instructor in one or more police service disciplines, or Instructor Development as described below. If none of these positions are available, an officer with six years experience will be given the opportunity to attend Instructor Development until a position opens. After attending Instructor Development the officer must have at least twenty hours of instructing other police officers. An officer that has other special duties may petition the Sergeants and Executive Officer to consider this special duty as meeting the above requirements with the intent of demonstrating the ability to train and or help other officers to do better.
3. Commendable evaluations for a minimum of two years preceding this award. Additionally, any officer that has been suspended without pay in the two years being reviewed shall not be eligible for award.
4. Clear demonstration of the principles described in the departments' Mission and Value statements. This "clear demonstration" shall be apparent during the review of the officer's service record and the interview described below.
5. A written examination that measures knowledge of frequently used Operations and Investigations Policies will be prepared by the Sergeants and Executive Officer(s) designated by the Chief after which it is reviewed by the Town Manager. A minimum of thirty days notice shall be posted along with the subject areas to be tested. A passing score is 70% or greater.
6. An interview by a board of all available Sergeants, the Executive Officer, and one other non-police town employee with supervisory responsibility that is chosen by the Sergeants and Executive Officer. After the written test is graded the topic areas of the oral interview will be posted. The interview shall be limited to job related questions. A minimum of two-thirds majority affirmative vote of the oral board members will be required for a passing score.

The intent of the oral board exam is to evaluate the following:

- ✓ Attitude
- ✓ Personal traits
- ✓ Self-expression
- ✓ Judgment
- ✓ Leadership
- ✓ Education and Experience

7. The Executive Officer shall make a recommendation to the Chief of Police within five working days of completion of all phases of the award process. The Chief of Police shall review the written test, the oral board results, the officer's personnel file, and the Executive Officer's recommendation before awarding Master Patrol Officer to eligible employees. If denied the Chief will cite the reasons for denial which can be discussed with the Command Staff. The applicant then has ten days to make a final appeal to the Town Manager.



**AGREEMENT BETWEEN THE TOWN OF PLAISTOW  
AND THE PLAISTOW POLICE ASSOCIATION  
AND TEAMSTERS LOCAL NO. 633 OF NEW HAMPSHIRE**



8. **NOTE:** Once an officer has reached the minimum time in service requirement, they shall be afforded the opportunity to test for Master Patrol Officer status. If an officer or officers will be eligible within 180 days of the test date, usually beginning in April, they too shall be afforded the opportunity to test. However, no officer shall be authorized to wear the award on the uniform or receive a step increase until they meet all minimum requirements. This promotion may not be delayed for financial reasons.

9. Annually, the first Tuesday in April, within sixty (60) days after such date, the Town shall conduct the test and announce the testing results for those employees meeting all eligibility requirements for the position of Master Patrol Officer (the "Test"). Those eligible to take the Test shall include those who will become eligible between April 1<sup>st</sup> and the following March 31<sup>st</sup>. Those employees meeting the above criteria must notify the Deputy Chief in writing of their intent to take such Test and provide a resume by the first Tuesday of March preceding the first Tuesday of April. The resume should include proof of completion of the eligibility requirements specified in the "Procedures" section with the exception of the minimum seven years of continuous service. The Test shall only be given once a year and only in cases where one or more employees meet the eligibility requirements. Employees who fail to maintain eligibility throughout the period after the testing process concludes but prior to the final award date will forfeit the ability to be promoted until re-eligible to apply.

The Department will provide employees eligible for the Test with documentation necessary for the testing and study related materials at least thirty (30) days prior to the Test date.

The effective date of any applicable step increase in pay shall be the date the employee is authorized to wear the award of Master Patrol Officer. However, the effective date of any applicable step increase for an employee whose anniversary date of hire falls within the above sixty (60) day window, shall be such anniversary date of hire.

Notice of Award

1. The Chief of Police shall post a "Notice of Award" listing all officers that have been awarded Master Patrol Officer status.
2. The Chief of Police shall also notify each officer in writing that they have been awarded Master Patrol Officer status. If the officer is not authorized to wear the award due to a time requirement, the written notice shall also include the date that the officer may start wearing the award.
3. The Chief of Police will prepare a press release advising of the officer's achievement.

Supervisory Responsibility

1. In the absence of a Sergeant or Command Staff member the Master Patrol Officer has supervisory responsibility.



**AGREEMENT BETWEEN THE TOWN OF PLAISTOW  
AND THE PLAISTOW POLICE ASSOCIATION  
AND TEAMSTERS LOCAL NO. 633 OF NEW HAMPSHIRE**

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2. When more than one Master Patrol Officer is are present the supervisory responsibility is that of the Master Patrol Officer with the most seniority as MPO.

Training

Those officers that have been awarded Master Patrol Officer may be sent to First Line Supervisors School offered by New Hampshire Police Standards & Training Council and/or New England Institute of Law Enforcement Command Training Program, or other equivalent management training school.

Wearing the Award

Those officers that have been awarded Master Patrol Officer shall wear a Master Patrol Officer stripe centered 1/2" under the department patch on the sleeves of all uniform shirts and jackets.

Review and Appeal Process if Denied Master Patrol Officer  
before Chief's Recommendation

1. Candidates may review their test results from all scored and ranked components of the award process, but may not keep a copy of the written test.
2. All requests for review must be in writing and shall be submitted to the Chief of Police or his designee within 5 business days of the posting of the award list.
3. All appeals shall be submitted in writing to the Chief of Police or Executive Officer within 10 days of the posting of the award list. The first appeal is with the Chief, with a final appeal to the Town Manager.
4. Applicants are not eligible to re-apply, re-test, and/or be re-evaluated for award until the next annual testing process. That the applicant was not awarded Master Patrol Officer status from any previous testing will have no bearing on the new proceeding.

**Note:** If an officer is denied the promotion to Master Patrol Officer, members of the Command Staff will formulate a plan to help the officer prepare for Master Patrol Officer at the next test.

Section 6 Dispatch Step 6 process for Communication Specialist

Purpose

The purpose of this directive is to establish the award classification of Communication Specialists and to outline the minimum mandatory requirements that must be met in order for a Dispatcher to be awarded Communications Specialist status. Steps one to five shall occur on



**AGREEMENT BETWEEN THE TOWN OF PLAISTOW  
AND THE PLAISTOW POLICE ASSOCIATION  
AND TEAMSTERS LOCAL NO. 633 OF NEW HAMPSHIRE**



employee's date of hire anniversary date, but step six on the salary scale contained herein shall occur only after the award of the classification of Communication Specialist.

Policy

It is the policy of the Plaistow Police Department to recognize exemplary performance and years of dedicated service by awarding "Communications Specialist" status to those Dispatchers that meet the standards set forth in this directive.

Procedure

Those Dispatchers that have met the following requirements shall be awarded Communications Specialist status:

a) A minimum of six years continuous full time dispatcher service with the Plaistow Police Department.

b) The Dispatcher must be S.P.O.T.S. (State Police On-line Telecommunications System) and CPR certified, with up to date re-certifications.

c) Commendable evaluations for a minimum of two years preceding this award. Additionally, any dispatcher that has been suspended without pay in the two years being reviewed shall not be eligible for an award.

d) Clear demonstration of the principles described in the departments' Mission and Values Statements. This "clear demonstration" shall be apparent during the review of the dispatcher's service record and the interview described below.

e) An interview by a board consisting of the Executive Officer, Communications Supervisor, and/or all Sergeants, and one other non-police town employee with supervisory responsibility that is chosen by the board described above. The interview shall be limited to job related questions. A minimum of two-thirds majority affirmative vote of the oral board members will be required for a passing score.

The intent of the oral board exam is to evaluate the following:

- ✓ Attitude
- ✓ Personal Traits
- ✓ Self-expression
- ✓ Judgment
- ✓ Leadership
- ✓ Education and Experience

f) The Executive Officer shall make a recommendation to the Chief of Police within five (5) working days of completion of all phases of the award process. The Chief of Police shall



**AGREEMENT BETWEEN THE TOWN OF PLAISTOW  
AND THE PLAISTOW POLICE ASSOCIATION  
AND TEAMSTERS LOCAL NO. 633 OF NEW HAMPSHIRE**



review the oral board results, the dispatcher's personnel file and the Executive Officer's recommendation before awarding Communication Specialist to eligible employees. If denied, the Chief will cite the reasons for denial which can be discussed with the Command Staff. The applicant then has ten (10) days to make a final appeal to the Town Manager.

g) **Note:** Once a Dispatcher has reached the minimum time in service requirement, they shall be afforded the opportunity test for Communications Specialist status. If a dispatcher (s) will be eligible within 180 days of the test date, usually beginning in April, they too shall be afforded the opportunity to test. However, no dispatcher shall be authorized to wear the award on the uniform or receive a step increase until they meet all minimum requirements. This promotion may not be delayed for financial reasons.

h) Annually, the first Tuesday in April, within sixty (60) days after such date, the Town shall conduct the test and announce the testing results for those employees meeting all eligibility requirements for the position of Communication Specialist (the "Test"). Those eligible to take the Test shall include those who will become eligible between April 1<sup>st</sup> and the following March 31<sup>st</sup>. Those employees meeting the above criteria must notify the Deputy Chief in writing of their intent to take such Test and provide a resume by the first Tuesday of March preceding the first Tuesday of April. The resume should include proof of completion of the eligibility requirements specified in the "Procedures" section with the exception of the minimum seven years of continuous service. The Test shall only be given once a year and only in cases where one or more employees meet the eligibility requirements. Employees who fail to maintain eligibility throughout the period after the testing process concludes but prior to the final award date will forfeit the ability to be promoted until re-eligible to apply.

The Department will provide employees eligible for the Test with documentation necessary for the testing and study related materials at least thirty (30) days prior to the Test date.

The effective date of any applicable step increase in pay shall be the date the employee is authorized to wear the award of Communication Specialist. However, the effective date of any applicable step increase for an employee whose anniversary date of hire falls within the above sixty (6) day window, shall be such anniversary date of hire.

Notice of Award

The Chief of Police shall post a "Notice of Award" listing all dispatchers that have been awarded Communications Specialist status. The Chief of Police shall also notify each dispatcher in writing that they have been awarded Communications Specialist status. If the dispatcher is not authorized to wear the award due to a time requirement, the written notice shall also include the date that the dispatcher may start wearing the award. The Chief of Police will prepare a press release advising of the dispatcher's achievement.



**AGREEMENT BETWEEN THE TOWN OF PLAISTOW  
AND THE PLAISTOW POLICE ASSOCIATION  
AND TEAMSTERS LOCAL NO. 633 OF NEW HAMPSHIRE**



Responsibility

In the absence of the Communications Supervisor, and when there are two dispatchers on duty, the Communications Specialist shall be responsible for the shift. During shifts when two Communications Specialists are on duty, the most senior will carry the responsibility.

Review and Appeal Process if Denied Communications Specialist  
before Chief's Recommendation

1. Candidates may review their test results from all scored and ranked components of the award process, but may not keep a copy of the test.
2. All requests for review must be in writing and shall be submitted to the Chief of Police or his designee within 5 business days of the posting of the award list.
3. All appeals shall be submitted in writing to the Chief of Police or his designee within 10 days of the posting of the award list. The first appeal is with the Chief with a final appeal to the Town Manager.
4. Applicants are not eligible to re-apply, re-test, and/or be re-evaluated for award until the next annual testing process. That the applicant was not awarded Communication Specialist status from any previous testing will have no bearing on the new proceeding.

**Article 9  
Temporary Service Out of Rank**

Section 1

Officer in Charge "OIC" will be paid as a salary differential at the rate of 25 cents for the senior of three police officers on a shift, 12 cents for the second most senior and 1 cent for the third most senior based upon the shifts bid, regardless of who ends up in charge. Each police officer obtaining the differential will agree to serve as OIC when needed without additional compensation. If there is a new split shift with only one officer, the OIC differential for that will be 12 cents. If there is no fourth sergeant for the midnight shift, then the differentials for that shift will be \$1.40 for the most senior of three officers, 56 cents for the second most senior and 7 cents for the third most senior. If the most senior member on the shift will be out for more than a month at one time, the numbers will be recalculated for that time period. They will also be recalculated when there is any revised shift bid.

Section 2

There shall be no reduction in salary for employees assigned to a lower rank.

Section 3

Members who are assigned such higher rank as described in Section 1, above, shall



**AGREEMENT BETWEEN THE TOWN OF PLAISTOW  
AND THE PLAISTOW POLICE ASSOCIATION  
AND TEAMSTERS LOCAL NO. 633 OF NEW HAMPSHIRE**



remain a member of the bargaining unit at the time of his assignment to higher rank as long as his service at higher rank remains temporary.

Section 4

No acting supervisor or temporary upgrade will be paid when the Dispatch Supervisor is not on duty.

**Article 10  
Hours of Work**

Section 1

The normal work schedule for the Patrol Division shall be four (4) eight hour days on duty, followed by two (2) days of rest or four (4) ten hour days on duty, followed by two (2) days of rest, the resultant being forty (40) scheduled hours per week. An alternative to the existing work schedule can occur by written mutual agreement.

Section 2

Time spent on outside or private work detail will not be counted in determining the number of hours worked for overtime purposes.

Section 3

Swaps

Employees be allowed to swap shifts with approval of the Chief of Police or his designee. Provided that:

- a) no more than two (2) shifts "on the books" at any time;
- b) no added cost to the Town;
- c) when employees terminate no residual obligation to the Town;
- d) approval by Chief or his designee of all swaps;
- e) swaps are applicable to full-time personnel and part-time personnel;

Section 4

The Town shall pay, to full-time police officers and dispatch personnel for the employee's regularly scheduled duty shift, a shift differential for full hours worked during the shift, a shift differential in accordance with the following schedule:



**AGREEMENT BETWEEN THE TOWN OF PLAISTOW  
AND THE PLAISTOW POLICE ASSOCIATION  
AND TEAMSTERS LOCAL NO. 633 OF NEW HAMPSHIRE**



	<u>Shifts Beginning Between</u>	<u>Will be paid a Differential of:</u>
Police Officer	1245 to 1600 hours	\$0.65/hr
	2100 to 2400 hours	\$1.25/hr
Dispatch	1300 to 1600 hours	\$0.65/hr
	2100 to 2400 hours	\$1.25/hr

Shift differential will be handled with one rate that is constant for the six months a person has bid the shift, based on the shift bid and regardless of what other shifts are worked.

**Article 11  
Overtime**

Section 1

Dispatchers, Secretaries, Victim Witness Advocate, and the Dispatch Supervisor covered by this Agreement shall be entitled to be paid at the rate of time and a half their respective regular rates after forty (40) hours a week in any given work week.

Sergeants and Police Officers shall be entitled to be paid at the rate of time and a half their respective regular rate after forty (40) hours a week in any given work week.

Section 2

Hours of pay status as a result of receipt of Workers' Compensation shall be used for the purpose of computing eligibility for overtime compensation.

Section 3

Hours of pay status shall be used for the purpose of computing eligibility for overtime compensation.

Section 4

No employee shall be relieved of duty during the regular shift hours in his/her basic workweek in order to compensate or offset overtime hours worked or anticipated unless he/she agrees to be so relieved.

Section 5

Any employee covered by this Agreement who has been called back to work during his/her off-duty time after being dismissed shall be guaranteed a minimum of three (3) hours work except where an employee doesn't fulfill all duties during his/her normal duty shift. The Town may likewise not relieve an employee from normal duty to offset the receipt of call back



**AGREEMENT BETWEEN THE TOWN OF PLAISTOW  
AND THE PLAISTOW POLICE ASSOCIATION  
AND TEAMSTERS LOCAL NO. 633 OF NEW HAMPSHIRE**



pay.

Section 6

Scheduling

a) The Dispatcher on duty after notifying the Chief of Police or his designee, will refer to the Detail and Scheduling Worksheet for full-time officers, and full-time dispatchers.

b) The scheduling officer or scheduling dispatcher will start at the top of the full-time list, contacting those on the list, until the shift is accepted. When the shift is filled, the list will designate the next officer, or full-time dispatcher to be called for the next overtime shift. The Dispatcher records, on the list, that the officers, or full-time dispatcher (A) accepted the shift, (R) refused the shift, or (N/A) were not available.

c) If no full-time officer, or full-time dispatcher accepts the shift, the scheduling officer or scheduling dispatcher will refer to the Detail and Scheduling Worksheet for part-time officers and part-time dispatchers, and proceed in the same manner as detailed in b) above.

d) If the shift cannot be filled as detailed in either Section b) or Section c), it may be necessary to request an officer, or full-time dispatcher currently working to remain on duty and/or request an officer from an upcoming shift to report early.

**Article 12  
Court and Hearing Appearance**

Section 1

Court Time

Any employee, covered by this Agreement, required by the Department to testify in Court or Hearing, during off-duty hours, shall be entitled to a minimum of three (3) hours at his/her regular hourly rate of pay, either by the Court or by the Town or in combination. Time in excess of three (3) hours shall be paid by the Town at the employee's regular hourly rate for actual time spent to the nearest quarter hour. Hours spent in Court attendance shall be included in calculating overtime.

**Article 13  
Holidays**

Section 1

a) The following days shall be considered holidays:

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

b) All part-time employees are to be paid time and one-half for all hours worked on the



**AGREEMENT BETWEEN THE TOWN OF PLAISTOW  
AND THE PLAISTOW POLICE ASSOCIATION  
AND TEAMSTERS LOCAL NO. 633 OF NEW HAMPSHIRE**



above named holidays that are not included in section C.

c) The evening and midnight shift December 24 and the day and evening December 25 shifts will be paid at double time for those who work them. The remaining 24 shifts (3 shifts each Fourth of July, Labor Day, Thanksgiving, Day after Thanksgiving, New Years Day), and then the evening and midnight shift for December 31, the midnight shift before Thanksgiving, the midnight shift for December 25, two Super-bowl Sunday shifts (the one during which the game begins and the following shift) Easter-day, eve, and the midnight shift the day before Easter will also be paid at double time for those who work them. Those who work one of these shifts, if it puts them into an overtime situation, will receive double time and one half for overtime hours. If an employee takes an ETO on a scheduled holiday, the employee receives his/her ETO for the day. If the Town can't fill a shift, it will follow the procedure outlined in Article 14 section 5 g. If working an unscheduled shift (of these 28 shifts) puts an employee into an overtime situation, they will be paid double time and a half for the overtime hours.

Section 2

All part-time members of the Department (patrol and dispatch) on the roster December 1 and who were members at least six months of the year will be paid 16 hours, paid at regular rate on the first pay period in December.

**Article 14  
Earned Time**

1. Earned Time is an alternative approach to the traditional manner of covering absence for holidays, vacation, and sick leave. Instead of dividing benefits into a specific number of days for each benefit, Earned Time puts these days together into a single benefit. Earned Time days can be used for a variety of purposes, including a payment in cash at the time of voluntary termination. Earned Time is available as soon as it is "earned". The exact number of Earned Time days available each year will depend on the years of service to the Town. Earned time will not accrue during the period of unpaid leave, except for those hours/days covered by Earned Time benefits.

2. Coverage: Employees who are employed in a permanent position of at least 75 percent time are covered by Earned Time. The accrual rates for employees hired before April 1, 2014 are as follows: ÷

Months of Service Started/Completed	Days Accrued (Approx.) per Month	Annual Days
Hire to 12	2.5	30
13 – 60	2.92	35
61 – 120	3.33	40
121 – 192	3.75	45
193 – 204	3.83	46



**AGREEMENT BETWEEN THE TOWN OF PLAISTOW  
AND THE PLAISTOW POLICE ASSOCIATION  
AND TEAMSTERS LOCAL NO. 633 OF NEW HAMPSHIRE**



205 – 216	3.92	47
217 – 228	4	48
229 – 240	4.08	49
241 plus	4.17	50

The accrual rates for employees hired on or after April 1, 2014, are as follows:

Months of Service Started/Completed	Days Accrued (Approx.) per Month	Annual Days
Hire to 12	2.44	29.25
13 – 60	2.85	34.25
61 – 120	3.27	39.25
121 – 192	3.69	44.25
193 – 204	3.77	45.25
205 – 216	3.85	46.25
217 – 228	3.94	47.25
229 – 240	4.02	48.25
241 plus	4.10	49.25

ETO days will be calculated on a monthly basis for all employees who worked or took ETO for the four/five weeks of the month.

3. For purposes of this policy, service will be calculated in a manner identical to that used for purposes of Longevity (Article 18). Those hired after the 15<sup>th</sup> of a month cannot count the month of hire, whereas those hired on or before the 15<sup>th</sup> will count the month of hire. Employees accumulate Earned time based on regularly scheduled hours worked or in pay status up to those hours budgeted for the position (other non-status hours worked and supplemental compensation such as overtime are excluded) and on years of service to the Town.

4. Termination and Restoration of Service Credit: An employee whose break in service from the Town is less than one (1) year will have his/her service bridged for purposes of computing Earned Time accrual. For breaks of more than one (1) year an individual will earn one (1) year credit for each year of employment after return, until the total past credit is accrued. After five (5) years of employment following return to work, credit for all previous service will be given.

5. Usage

a) Earned days may be used any time after being earned, including during an employee's probationary period. It is expected that all planned absences will be mutually agreed upon by the employee and his/her supervisor prior to the date of absence.

b) Earned days may be used in units of one or more hours.



**AGREEMENT BETWEEN THE TOWN OF PLAISTOW  
AND THE PLAISTOW POLICE ASSOCIATION  
AND TEAMSTERS LOCAL NO. 633 OF NEW HAMPSHIRE**



c) Earned days may be taken to cover absence for any reason, including illness, vacation, funeral, dentist, or doctor visits, as long as the total number of days taken meets or exceeds the minimum required usage as indicated.

d) Employees shall be allowed to donate ETO to other Association members in time of need. Employees interested in donating ETO to other Association members in time of need should notify the Human Resources Manager. ETO time may be donated in increments of one (1) hour.

e) Days converted into the Sick Leave Pool do not count towards minimum usages.

f) Earned time benefits accrue only during the initial three (3) weeks (fifteen (15) working days) of Sick Leave Pool usage. Each separate use of the Sick Leave Pool, however, provides for the continuing earning ability.

g) With fourteen (14) days notice, requests for earned time will be guaranteed except that in the event that an opening on a shift cannot be filled and this failure creates a public safety concern for Management, the method of filling the entire shift or part thereof will be followed in the order presented below.

i. Using a part-time employee to fill the vacancy if the shift or part thereof does not interfere with the employee's full-time employment.

ii. Having an employee from the current shift remain on duty for the 1<sup>st</sup> half of the vacant shift and having an employee from the following shift report for duty early to cover the 2<sup>nd</sup> half of the vacant shift. In the instance that the entire vacant shift does not need to be filled, the officer on the shift closest to the needed time frame will stay over or report early. The employee required to stay over or report for early duty will be based upon seniority with the least senior employee being called upon first. Officers assigned to the Detective Unit or as the School Resource Officer will also be included.

iii. One or more of the four (4) most junior patrol officers in the bargaining unit may be scheduled for the shift, even if it means revoking an ETO request.

h) The decision to fill an entire vacant shift or part thereof (specific number of hours) will be determined by Management. Management will also determine the number of employees necessary for a shift in order to alleviate any public safety concerns.

i) No ETO time will be guaranteed on a scheduled Old Home Day.

j) Management recognizes that requiring employees to work in order to fill shift vacancies can sometimes create a personal hardship for the involved employee. These hardships will always be considered and evaluated by Management in order to prevent or minimize any hardship to the affected employee. In such cases Management may go to the next least senior employee(s).



**AGREEMENT BETWEEN THE TOWN OF PLAISTOW  
AND THE PLAISTOW POLICE ASSOCIATION  
AND TEAMSTERS LOCAL NO. 633 OF NEW HAMPSHIRE**



k) Effective January 1, 2014, employees will be able to cash-in ETO hours by written request once a year. Requests for the following calendar year must be made by December 15th of the current year. Timely requests shall be paid in the second pay period of January of the following calendar year. Employees may cash-in up to 320 hours of ETO per calendar year provided that 160 hours of ETO are still retained by the employee. Effective January 2, 2014, no accumulation over 460 hours of ETO is allowed as measured on January 1<sup>st</sup> of each year.

l) Pay rate for Earned Time will be consistent with the rate of pay at the time of the issuance of the check.

m) An employee who does not successfully complete either Field Training and/or probation will not be able to cash in ETO time upon leaving service.

n) There is a minimum usage of ETO required each calendar year as per the following schedule:

<u>Years of Service</u>	<u>Calendar Year Minimum Usage Requirement</u>
1 <sup>st</sup> Year	No minimum usage requirement.
2-5	40 Hours
6-10	80 Hours
11 +	120 Hours

o) Computation of minimum usage will be as of December 31<sup>st</sup> of each year. Minimum usage days that are not used are forfeited. Minimum usage days are not included in the annual cash-in.

6. Sick Leave Pool: The Sick Leave Pool is intended to provide security by allowing employees to "buy" insurance for extended illness, or other disability. When "buying" Pool days, employees convert Earned Days on a conversion of a 1 to 3 ratio and a maximum accrual of 150 days. Similar to purchasing insurance, the employee may pick a given number of days to exchange for coverage in case of extended disability.

a) Pool days are available for use only under the conditions listed below, and are not eligible for payout at retirement or termination.

i. Use of Pool days may begin on the sixth consecutive work day absence due to illness, injury, or other disability.

ii. A physicians' report must accompany the request to use Pool days.

iii. It is not necessary to use up all Earned Days before using Pool Days.



**AGREEMENT BETWEEN THE TOWN OF PLAISTOW  
AND THE PLAISTOW POLICE ASSOCIATION  
AND TEAMSTERS LOCAL NO. 633 OF NEW HAMPSHIRE**

---



- iv. The employee may continue using Pool days until his/her Pool is exhausted, or until no longer disabled.
- v. Periodic doctor's reports may be required.
- vi. The maximum Pool day accrual is 150 days

7. Termination: Unused Earned Time Days up to a maximum of sixty (60) days accumulation will be paid at the time of termination or retirement if the termination occurs under normal circumstances and does not involve an Act which demonstrates unfitness for continued employment within the Town, such as theft or immoral conduct. However, since a notice period of two (2) weeks is considered to be appropriate and normal for any employee termination, in cases where such notice is not given, a pro-rated payment for Earned Time accrual, based on the notice given, will be made. Exceptions to such notice requirements may be granted by the Board of Selectmen. Employees may leave Earned Time earnings intact, pending recall, if the nature of their absence from employment is lay-off.

- a) Earned Time is paid at the same base pay rate at time of termination.
- b) Earned time is not earned on earned time paid at termination.

**Article 15  
Injury Leave**

Section 1

Workers' Compensation, as distinguished from Earned Time, shall mean the absence from duty caused by an accident, injury or occupational disease incurred while the employee was engaged in the performance of his/her official duties. All employees should report workplace injuries, exposures, or illnesses as soon as is reasonably possible after knowledge of the incident.

a) The Town will pay to an employee absent as a result of an employee related disability an amount which is provided by New Hampshire Statute and administered by a company of the Town's choosing.

b) The Town will pay its share of an employee's insurance while an employee is out on Worker's Compensation until such time as the employee goes onto Social Security, permanent disability or the Town's long-term disability plan, but the employee will be responsible for his/her share of insurance and voluntary deductions.

Section 2

An employee may utilize his/her Earned Time or when appropriate the Earned Time Pool to cover the period between the occurrence of a job related injury or disease and the on-



**AGREEMENT BETWEEN THE TOWN OF PLAISTOW  
AND THE PLAISTOW POLICE ASSOCIATION  
AND TEAMSTERS LOCAL NO. 633 OF NEW HAMPSHIRE**

---



set or availability of Worker's Compensation payments.

Section 3

At any time after a job related disability, the employee may request that Earned Time or when appropriate the Earned Time Pool be used to supplement the payments as noted above. In no case shall the combination of Earned Time or Earned Time Pool benefits and the compensation received from the Worker's Compensation equal more than one hundred percent (100%) of the employees regular rate of pay.

Section 4

Upon receipt of the Worker's Compensation payments, the employee may elect to submit payment to the Town by virtue of "signing over" a portion of his/her Worker's Compensation check to the Town for the purpose of restoring a portion of either the Earned Time or Earned Time Pool Days used to cover the work related disability. Such restoration of days need not be made if the employee does not desire to restore such Earned Time or Earned Time Pool benefits.

Section 5

If the Town provides long-term disability to its employees, it shall be offered to union employees on the same basis. Whenever the Collective Bargaining ties a benefit to the Town personnel policy, the Town retains the right to unilaterally change the Personnel Plan without it being considered a grievable event or an unfair labor practice. The changes will be in effect for both bargaining and non-bargaining unit members.

**Article 16  
Health Insurance**

Section 1

1. As a condition of employment, each full-time member of the bargaining unit shall enroll in and authorize payroll deductions in the benefit program offered by the Northern New England Benefit Trust. The Plaistow Police Association and Teamsters Local 633 of New Hampshire agree to defend and hold harmless the Town of Plaistow and all of its employees and appointed or elected officials from any claim or liability arising out of its deduction of dues and payment to the Trust under this section. The premium to the Town will not increase more than 10% from the Northern New England Benefit Trust so that the Town's contribution dollar amount paid for its share of the single, two-person and family health insurance will increase no more than 10% per year each year for the life of the contract. The Town will make available a comprehensive insurance program covering Health, Dental, Vision, Prescription Drug and Life Insurance provided by the Northern New England Benefit Trust. The Town's share of the payment will be the lesser of the following: the Town will pay the following for the cost of



**AGREEMENT BETWEEN THE TOWN OF PLAISTOW  
AND THE PLAISTOW POLICE ASSOCIATION  
AND TEAMSTERS LOCAL NO. 633 OF NEW HAMPSHIRE**



Northern New England Benefit Trust or the below percentages of the cost of the Town's HMO plan plus the cost of the Town Dental Plan:

- April 1, 2014 87% of premium
- Effective the date all non-union Town Employees move to an 85/15 premium contribution split, the Town will reduce its premium under this collective bargaining agreement to 85%.

It is understood that changes in the Northern New England Benefit Trust premium occur in July. The rate of reimbursement will be figured again before those deductions begin and the above rules apply. Coverage will begin on the first of the month following completion of thirty (30) days of full-time service (28/29 days in February).

2. The difference between the Town's subsidy and total premium costs will be paid by the employee through payroll deduction. The Town will establish a Section 125 salary reduction account, in accordance with Internal Revenue Service regulations, to provide for pre-tax employee payments of their portion of the premium costs.

3. In case both the husband and wife are employed by the Town, the Town will pay the prevailing negotiated rates of the subsidy for either a one person, two person, or family plan.

Section 2

The Town shall maintain all other insurance policies which currently provide coverage to the employees covered by this Agreement including the disability policy currently provided by New Hampshire Management Trust, Inc.

Section 3

Maternity leave is considered in the same manner as any other disabling condition.

Section 4

1. Waiver of Health Insurance Benefits

Employees who have Health Insurance Coverage under their spouse's plan, or another comparable insurance plan, will be eligible for compensation in lieu of the Town's Health Insurance Plan. Full time employees will be compensated ten dollars (\$10) per week for waiver of the benefit.

- a) To be eligible for this benefit, employees must meet the following criteria:
  - i. Have and show proof of their coverage in a comparable plan.
  - ii. Initially, attend informational seminar to explain the effect of this waiver.



**AGREEMENT BETWEEN THE TOWN OF PLAISTOW  
AND THE PLAISTOW POLICE ASSOCIATION  
AND TEAMSTERS LOCAL NO. 633 OF NEW HAMPSHIRE**



iii. Sign a "waiver of insurance" form discontinuing health insurance coverage with the Town.

**Article 17  
Liability Insurance**

Section 1

The Town shall, to the extent possible, provide general and specific liability insurance to cover unit employees.

Section 2

The Town has adopted the indemnification protections as detailed in RSA 31:105 to protect employees in the conduct of their duties.

**Article 18  
Longevity Pay**

Section 1

Longevity shall be earned in accordance with the following schedule:

Completion of 5 years full-time, continuous service	\$250
Completion of 10 years full-time, continuous service	\$500
Completion of 15 years full-time, continuous service	\$750
Completion of 20 years full-time, continuous service	\$1,000

**Note:** Such payments are not cumulative, i.e., an employee with twenty (20) years service receives a payment of \$1,000.

Section 2

Longevity shall be paid annually in a lump sum on the first pay period in the September after it has been earned.

**Article 19  
Uniform Allowance**

Section 1

The Town shall provide either uniforms or a uniform allowance, for all regular employees covered by this Agreement, as follows:

a) New employees - In lieu of a uniform allowance during the first year of employment, a new employee shall be provided with an initial full uniform issue.

b) For the second and third year of employment uniforms that are damaged in the line



**AGREEMENT BETWEEN THE TOWN OF PLAISTOW  
AND THE PLAISTOW POLICE ASSOCIATION  
AND TEAMSTERS LOCAL NO. 633 OF NEW HAMPSHIRE**



of duty will be replaced up to limits in C, but there will be no automatic use of the allowance. During the fourth and fifth year of employment uniformed employees shall be entitled to an amount of money (non-cumulative), as specified for replacement of worn or damaged apparel.

Full-time officers:	\$550 Annually
Part-time officers:	\$400 Annually
Full-time dispatchers:	\$400 Annually
Part-time dispatchers:	\$250 Annually

c) After year five, i.e. starting with year six of employment, uniformed employees shall be entitled to an amount of money (non-cumulative), as specified for replacement of worn or damaged apparel.

· \$850 for Full-time Officers:  
\$500 for Part time officers and Full-time dispatchers and  
\$300 for Part-time dispatchers.

There is no uniform allowance for secretaries or the Victim Witness Advocate.

d) If there is a promotion that requires a change of uniform there will be a \$200 allowance for that year available in addition to these amounts.

e) Consideration will be made for the canine officer for uniforms damaged in the line of duty falling outside of these amounts.

f) Officers assigned to plains-clothes-duty may receive up to half of their allowance for the purchase of non-uniform-clothing worn on the job using an expense sheet.

## Section 2

Uniforms shall consist of those items as enumerated in the Department Written Directives including footwear.

## Section 3

If any officer leaves the employ of the Plaistow Police Department, all items issued pursuant to this Article shall be returned to the Department.

## Section 4

The Town shall reimburse full time employees for the cleaning of uniforms by a payment, in the form of a lump sum separate check during October of each year in the amount of:



**AGREEMENT BETWEEN THE TOWN OF PLAISTOW  
AND THE PLAISTOW POLICE ASSOCIATION  
AND TEAMSTERS LOCAL NO. 633 OF NEW HAMPSHIRE**



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Uniformed Officer	\$\$400/year
Dispatch Personnel	\$\$350/year
Secretary	\$\$150/year

In order to receive the full amount of the allowance, a member must be employed in full-time capacity with the department for six (6) months or more as of October 1<sup>st</sup>. A member who has less than six (6) months of full-time employment as of October 1<sup>st</sup> will receive one-half (1/2) of the allowance specified above.

**Article 20  
Private Details**

Section 1

Private details are those details which are not considered as public employment, that is, directly supported by local property tax dollars. All private details will be paid a minimum of four (4) hours at the following rate of \$36/hr, and will increase to \$38/hr effective April 1, 2014, \$40/hr effective April 1, 2015, and \$41/hr effective April 1, 2016. Private details during the 28 shifts specified for premium pay will be at \$10 per hour higher than the normal rate.

Section 2

Private details may be canceled with four (4) hours' notice to the Department by the entity scheduling the detail.

Private details in the Town of Salem, NH only, can be cancelled by the vendor up to one (1) hour prior to the start time without penalty. Officers will receive a minimum of four (4) hours pay at their Town's applicable rate for all details worked in the Town of Salem, NH. An Officer will be entitled to the four (4) hour minimum if he/she actually reports to the job site, or any location in Salem, and learns that the detail has been cancelled. The Town of Salem, NH will not be liable for compensating any Officer should a detail be cancelled.

Section 3

Detail Assignment

a) Full-time officers on the Detail and Scheduling Worksheet are called by the designated officer beginning at the top of the schedule and following it down.

b) When the detail is filled, the list will be designated at the next officer to be called. The scheduling officer records on the list that the called officers, (A) accepted the detail, (R) refused the detail, or (N/A) were not available.

c) If no full time officer accepts the detail, the designated officer will then refer to the Detail and Scheduling Worksheet for part-time officers, and proceed in the same manner as detailed in b) above.

d) Each time a new detail is available, the full-time officers will be called first, beginning



**AGREEMENT BETWEEN THE TOWN OF PLAISTOW  
AND THE PLAISTOW POLICE ASSOCIATION  
AND TEAMSTERS LOCAL NO. 633 OF NEW HAMPSHIRE**



with the next name on the list.

e) In the event that the scheduling officer is not on duty, the dispatcher on duty will be responsible for filling the detail in the same manner.

**Section 4**

Employees are prohibited from working private details while being compensated for Bereavement Leave or Funeral Leave.

**Article 21  
Salary Schedule**

**Section 1**

For all but Sergeants, the movement between steps one and two, two and three and three and four will occur on the anniversary date of hire. There are tools available to deal with ineffective employees in Article 3. For Sergeants and Dispatch Supervisors the movement will be the anniversary date of promotion. Movement from Step four to five shall occur upon completion of seven years of employment for part-time employees. Movement from Step four to five for full-time patrol officers shall only occur upon the award of the Master Police Officer as outlined in the addendum. Part-time employees are not eligible for the Master Police Officer or Communication Specialist award. Placement on the part-time scales shall include full-time service, but placement on the full-time scales shall not include part-time service. For full time dispatchers the movement between steps four and five will be on the anniversary date of hire. Movement between steps five and six will be based upon criteria for Dispatch Communications Specialist contained in the addendum. The addendum contains the basis for evaluation. The adoption of this collective bargaining agreement will mean there is no further adjustments for salaries. There shall be no retroactive adjustments to employee wages. Effective upon Town Meeting approval of this Agreement, employees' placement on the step scale will be adjusted to reflect their actual years of service, but with no retroactive step pay adjustment.

Union	P/T Dispatch	Dispatch	P/T Secretary /Records Clerk	F/T Secretary	VWA	P/T Patrol	F/T Patrol	Sergeants	Dispatch Supervisor
4/1/2010 0%									
Step 1	13.71	16.28		15.17		14.68	18.35	25.08	20.18
Step 2	14.12	16.81		15.62		15.12	19.45	25.69	20.80
Step 3	14.54	17.34		16.08		15.56	20.55	26.30	21.41
Step 4	14.95	17.88		16.53		16.00	21.65	26.91	22.02
Step 5	15.77	18.42		17.44		16.88	23.85		
Step 6		18.96							

Union	P/T Dispatch	Dispatch	P/T Secretary /Records Clerk	F/T Secretary	VWA	P/T Patrol	F/T Patrol	Sergeants	Dispatch Supervisor
4/1/2011 0%									



**AGREEMENT BETWEEN THE TOWN OF PLAISTOW  
AND THE PLAISTOW POLICE ASSOCIATION  
AND TEAMSTERS LOCAL NO. 633 OF NEW HAMPSHIRE**



Step 1	13.71	16.28	15.17	14.68	18.35	25.08	20.18
Step 2	14.12	16.81	15.62	15.12	19.45	25.69	20.80
Step 3	14.54	17.34	16.08	15.56	20.55	26.30	21.41
Step 4	14.95	17.88	16.53	16.00	21.65	26.91	22.02
Step 5	15.77	18.42	17.44	16.88	23.85		
Step 6		18.96					

Union	P/T Dispatch	Dispatch	P/T Secretary/Records Clerk	F/T Secretary	VWA	P/T Patrol	F/T Patrol	Sergeants	Dispatch Supervisor
4/1/2012									
0%									
Step 1	13.71	16.28		15.17		14.68	18.35	25.08	20.18
Step 2	14.12	16.81		15.62		15.12	19.45	25.69	20.80
Step 3	14.54	17.34		16.08		15.56	20.55	26.30	21.41
Step 4	14.95	17.88		16.53		16.00	21.65	26.91	22.02
Step 5	15.77	18.42		17.44		16.88	23.85		
Step 6		18.96							

Union	P/T Dispatch	Dispatch	P/T Secretary/Records Clerk	F/T Secretary	VWA	P/T Patrol	F/T Patrol	Sergeants	Dispatch Supervisor
4/1/2013									
0%									
Step 1	13.71	16.28	14.00	15.17	17.39	14.68	18.35	25.08	20.18
Step 2	14.12	16.81	14.21	15.62	17.73	15.12	19.45	25.69	20.80
Step 3	14.54	17.34	14.42	16.08	18.08	15.56	20.55	26.30	21.41
Step 4	14.95	17.88	14.63	16.53	18.66	16.00	21.65	26.91	22.02
Step 5	15.77	18.42	15.03	17.44	19.31	16.88	23.85		
Step 6		18.96							

Union	P/T Dispatch	Dispatch	P/T Secretary/Records Clerk	F/T Secretary	VWA	P/T Patrol	F/T Patrol	Sergeants	Dispatch Supervisor
11/1/2013									
2%									
Step 1	13.98	16.61	14.28	15.47	17.74	14.97	18.72	25.58	20.58
Step 2	14.40	17.15	14.49	15.93	18.08	15.42	19.84	26.20	21.22
Step 3	14.83	17.69	14.71	16.40	18.44	15.87	20.96	26.83	21.84
Step 4	15.25	18.24	14.92	16.86	19.03	16.32	22.08	27.45	22.46
Step 5	16.09	18.79	15.33	17.79	19.70	17.22	24.33		
Step 6		19.34							



**AGREEMENT BETWEEN THE TOWN OF PLAISTOW  
AND THE PLAISTOW POLICE ASSOCIATION  
AND TEAMSTERS LOCAL NO. 633 OF NEW HAMPSHIRE**



Union	P/T Dispatch	Dispatch	P/T Secretary /Records Clerk	F/T Secretary	VWA	P/T Patrol	F/T Patrol	Sergeants	Dispatch Supervisor
<b>4/1/2014</b> 2%									
Step 1	14.26	16.94	14.57	15.78	18.09	15.27	19.09	26.09	21.00
Step 2	14.69	17.49	14.78	16.25	18.45	15.73	20.24	26.73	21.64
Step 3	15.13	18.04	15.00	16.73	18.81	16.19	21.38	27.36	22.27
Step 4	15.55	18.60	15.22	17.20	19.41	16.65	22.52	28.00	22.91
Step 5	16.41	19.16	15.64	18.14	20.09	17.56	24.81		
Step 6		19.73							

Union	P/T Dispatch	Dispatch	P/T Secretary /Records Clerk	F/T Secretary	VWA	P/T Patrol	F/T Patrol	Sergeants	Dispatch Supervisor
<b>4/1/2015</b> 2%									
Step 1	14.55	17.28	14.86	16.10	18.45	15.58	19.47	26.62	21.42
Step 2	14.98	17.84	15.08	16.58	18.82	16.05	20.64	27.26	22.07
Step 3	15.43	18.40	15.30	17.06	19.19	16.51	21.81	27.91	22.72
Step 4	15.87	18.97	15.53	17.54	19.80	16.98	22.98	28.56	23.37
Step 5	16.74	19.55	15.95	18.51	20.49	17.91	25.31		
Step 6		20.12							

Union	P/T Dispatch	Dispatch	P/T Secretary /Records Clerk	F/T Secretary	VWA	P/T Patrol	F/T Patrol	Sergeants	Dispatch Supervisor
<b>4/1/2016</b> 2%									
Step 1	14.84	17.62	15.15	16.42	18.82	15.89	19.86	27.15	21.84
Step 2	15.28	18.20	15.38	16.91	19.19	16.37	21.05	27.81	22.51
Step 3	15.74	18.77	15.61	17.41	19.57	16.84	22.24	28.47	23.17
Step 4	16.18	19.35	15.84	17.89	20.20	17.32	23.43	29.13	23.84
Step 5	17.07	19.94	16.27	18.88	20.90	18.27	25.82		
Step 6		20.52							



**AGREEMENT BETWEEN THE TOWN OF PLAISTOW  
AND THE PLAISTOW POLICE ASSOCIATION  
AND TEAMSTERS LOCAL NO. 633 OF NEW HAMPSHIRE**



Union	P/T Dispatch	Dispatch	P/T Secretary /Records Clerk	F/T Secretary	VWA	P/T Patrol	F/T Patrol	Sergeants	Dispatch Supervisor
4/1/2017 2%									
Step 1	15.14	17.97	15.46	16.75	19.20	16.21	20.26	27.69	22.28
Step 2	15.59	18.56	15.69	17.25	19.58	16.69	21.47	28.36	22.96
Step 3	16.05	19.14	15.92	17.75	19.96	17.18	22.69	29.04	23.64
Step 4	16.51	19.74	16.15	18.25	20.60	17.67	23.90	29.71	24.31
Step 5	17.41	20.34	16.59	19.26	21.32	18.64	26.33		
Step 6		20.93							

**Article 22  
Life Insurance**

Section 1

The Town, at no cost to the employee, shall provide to all full-time employees covered by this Agreement, term life insurance with a face value equal to a minimum of Ten Thousand Dollars (\$10,000) however they reserve the right to modify the plan within these restrictions. Said insurance policy shall also provide that coverage paid for an employee's accidental death shall be double.

Section 2

The Town, at no cost to the employee, shall provide to all part-time police officers covered by this Agreement term life insurance with face value equal to a minimum of Ten Thousand Dollars (\$10,000) however they reserve the right to modify the plan within these restrictions. Said insurance shall also provide that coverage paid for an employee's accidental death be double.

**Article 23  
Jury Duty Pay**

Whenever an employee is required to serve or required to appear at the court to serve on the jury for a federal, state, county or municipal court on his/her scheduled workday, he/she shall be paid the difference between their regular straight time rate of pay and jury duty pay for each of such service. (i.e.: regular straight time rate does not include shift differential, overtime, "acting" or temporary rate for service out of rank, or outside detail compensation)

**Article 24  
Retirement**

Effective January 1, 1996 The Town will provide New Hampshire State Retirement to full time Dispatchers and Secretaries.



**AGREEMENT BETWEEN THE TOWN OF PLAISTOW  
AND THE PLAISTOW POLICE ASSOCIATION  
AND TEAMSTERS LOCAL NO. 633 OF NEW HAMPSHIRE**

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**Article 25  
Safety**

Section 1

The Town will establish and maintain a Town-wide Workers' Compensation loss management committee as required by the New Hampshire Department of Labor. Unit members will be requested to participate in Committee activities.

Section 2

The parties, mutually, agree to, again, participate in a joint labor-management committee for the purpose of establishing a random drug testing program for police officers and dispatchers. The Committee shall provide recommendations to the Town Manager.

**Article 26  
Harassment for age, race, religion, gender, etc.**

Section 1

All employees should enjoy a working environment free from all forms of discrimination, including harassment **for age, race, religion, gender, etc.** All harassment shall be treated as an act of employee misconduct and will not be tolerated under any circumstances.

Definition of Sexual Harassment: Sexual harassment may be defined as: Any repeated or deliberate unwelcome sexual advances, requests for sexual favors, and other verbal or physical conducts of a sexual nature constitutes sexual harassment when:

- a) Submission to such conduct is made either implicitly or explicitly a term or condition of employment;
- b) Submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting such individual; or
- c) Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creates an intimidating hostile, or offensive work environment. Sexual harassment is not limited to requests for sexual favors in return for job benefits. Sexual harassment may take the form of verbal abuse, leering, salacious gestures, inappropriate language, jokes of a sexual nature, or any undesired touching or patting.

Section 2

Any allegation of harassment requires a determination of the facts in each case, and further recognizes that any such investigation should be conducted in a confidential manner until the allegation is properly reviewed. The following procedures shall be adhered to in all circumstances when an employee feels that he/she is the victim of harassment.



**AGREEMENT BETWEEN THE TOWN OF PLAISTOW  
AND THE PLAISTOW POLICE ASSOCIATION  
AND TEAMSTERS LOCAL NO. 633 OF NEW HAMPSHIRE**



- a) Any employee who believes that he/she has been harassed shall report the incident to their immediate Supervisor soon after the incident. An employee also has the option of reporting an incident to the Town Manager or Board of Selectmen.
- b) The Town Manager or Board of Selectmen shall conduct or cause to be conducted an investigation of the complaint and report the findings within 30 days.
- c) The Town Manager or Board of Selectmen shall notify the reporting employee of the findings of the investigation and of the corrective action, if any, to be taken by the Town with regard to the offending employee.
- d) Any corrective or disciplinary action taken shall be consistent with the collective bargaining agreement.
- e) In no case, shall an employee reporting an incident of harassment be subject to adverse employment action unless it is determined through the investigation that the allegation was not based upon fact and that the employee made the allegation with malicious intent or knowing it was false.
- f) In all cases, aggrieved employees have the right to report any complaint to the State of New Hampshire, Commission for Human Rights, Concord, New Hampshire, 03301.

**Article 27**

**Reimbursement for Use of Private Vehicle**

Section 1

An employee who utilizes his/her private vehicle to conduct departmental business shall be reimbursed at the rate in the Town Personnel Plan, but not less than \$.30 per mile. Whenever the Collective Bargaining ties a benefit to the Town personnel policy, the Town retains the right to unilaterally change the Personnel Plan without it being considered an unfair labor practice. The changes will be in effect for both bargaining and non-bargaining unit members. The contract specifically notes the floor of thirty cents below which this benefit may not fall.

When this utilization takes place for a duty assignment, mileage shall be paid from the police department or his/her home whichever is closer to the destination of the assignment.

Section 2

In the case of attendance at the Police Standards and Training Council in Concord, NH for courses that are scheduled for more than one (1) consecutive day, mileage reimbursement shall be paid for one (1) round trip from the Police Department or the employee's home whichever is closer to the Training Council for the period of consecutive days. If such course is scheduled for one (1) day only, mileage will be reimbursed round trip for the day once again,



**AGREEMENT BETWEEN THE TOWN OF PLAISTOW  
AND THE PLAISTOW POLICE ASSOCIATION  
AND TEAMSTERS LOCAL NO. 633 OF NEW HAMPSHIRE**



from either the Police Department or the employee's home whichever is closer to the Training Council.

**Article 28  
Education Allowance and Reimbursement**

**Section 1**

An education allowance will be made available to full time uniform and non-uniform employees covered by the collective bargaining agreement. This will not apply to part-time employees. It will apply only to degrees from an accredited institution of higher learning. The employee's regular rate will be increased to reflect the educational allowance on the following basis.

Fifteen (15) cents per hour for an Associate Degree in a closely related field to the employees work (examples include criminal justice, public safety, police administration). Fifteen (15) cents per hour for a Bachelors in an unrelated field to what the employee is doing (examples of degrees that do not apply could include art history, music appreciation, dairy science, etc.) A closely related degree for a sergeant could include but are not limited business administration, public administration. The functions of the position will help determine what is closely related. Once a degree is defined as closely related, it may not always be considered so if there is a change in responsibilities.

Twenty-five (25) cents per hour for Bachelor's degree in a closely related field or a Master's degree in an unrelated field.

Forty (40) cents per hour for a Master's degree in a closely related field. These numbers are not cumulative. Only the highest degree counts. A person could not get 65 cents for having a Bachelors and a Master's degree.

The Police Chief shall have 14 days from when a written request for the education allowance is made to make a determination on the rate of increase. If the applicant disagrees with the determination, he or she may appeal to a three-member committee within 10 days in writing. The three-member committee composed of a bargaining unit supervisor, the Police Chief or Deputy Chief and the Town Manager, will make a final and binding decision within 30 days that is not subject to further appeal. The time may be extended by mutual agreement between the person appealing and the committee.

**Section 2**

**Education**

There will be pool amount of \$10,000 for continuing education to pay 50% of the cost of college courses that are directly related to the department (25% for general education requirements that the Chief believes have value for the employee) and that have been approved by the Chief in writing before the course is taken. Normally no more than one course



**AGREEMENT BETWEEN THE TOWN OF PLAISTOW  
AND THE PLAISTOW POLICE ASSOCIATION  
AND TEAMSTERS LOCAL NO. 633 OF NEW HAMPSHIRE**



per employee at a time will receive reimbursement. If there are more applications than funds available, the Chief in his sole discretion can prorate reimbursement or deny reimbursement. The Chief will do this in writing at the time of authorizing or denying the course. There will be no payment of salary for time spent taking college courses. There is a limited exception to payment of salary during the course if authorized by the Chief in advance. The college must be an accredited institution of higher learning. Payment will be upon completion of the course and receipt of evidence of successful completion of the course (C for undergraduate B for Graduate).

There will be limited reopener upon this issue alone if actual usage exceeds the allotted amount.

**Section 3**

Before being reimbursed for coursework, employees will enter a 2-year training agreement for the cost of college and other professional development that costs the Town in excess of \$500 per course. These costs can include payroll costs, tuition and expense reimbursement. If the person will be retiring from police work or is out on permanent disability, the agreement would be voided. The amount due on leaving the department will drop 1/24<sup>th</sup> every month.

**Article 29  
Duration of Agreement**

The terms of this Agreement shall be effective commencing April 1, 2010 through April 1, 2017. It is specifically noted that some sections have effective dates other than April 1, 2010.

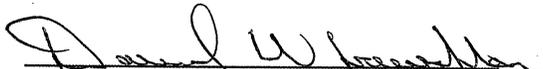
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this day of April 1st, 2014.



**AGREEMENT BETWEEN THE TOWN OF PLAISTOW  
AND THE PLAISTOW POLICE ASSOCIATION  
AND TEAMSTERS LOCAL NO. 633 OF NEW HAMPSHIRE**

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**Plaistow Police Association  
Teamsters Local No. 633**

  
David W. Laughton - Secretary/Treasurer

  
Val Eiro

  
Jeffrey Padellaro - Business Agent

  
Brett Morgan

**I**N WITNESS WHEREOF, the Plaistow Board of Selectmen have hereunto set our hands and caused to be approved and adopted, this \_\_\_\_ day of May, 2014.

**Daniel J. Poliquin  
Chairman**

  
**John A. Sherman  
V. Chair**

**Michelle Curran**

  
**Joyce Ingerson**

  
**Steve Ranlett**

  
**Sean Fitzgerald  
Town Manager**

  
**Stephen Savage  
Police Chief**

