



AGREEMENT

BETWEEN

TOWN OF RAYMOND

AND

**INTERNATIONAL BROTHERHOOD OF
TEAMSTERS**

LOCAL 633

APRIL 1, 2015

THROUGH

MARCH 31, 2018

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ARTICLE 1 **RECOGNITION**

Section 1

The Employer recognizes Teamsters Local No. 633 of New Hampshire as the sole and exclusive bargaining agent for the members of the Raymond, New Hampshire Police and Dispatch Departments 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-0761 6/9/93) as being included in the bargaining unit:

1. All full-time and regular part-time Police Officers and Corporals.
2. All full-time and regular part-time Dispatchers.
3. Animal Control Officer

Section 2

Excluded from recognition and this Agreement, are all employees in the following job classifications: Chief of Police, Chief's Secretary, Police Lieutenant, Police Sergeant, Police Prosecutor, Part-Time Sexual Assault Investigator, and Head Dispatcher.

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

2.1.1 Compliance with Laws. The Union, the Employees and the Town agree to abide by the term of applicable State and Federal laws and regulations and local ordinances, including, without limitation by reason of enumeration, those pertaining to military leave; workers' compensation; and strikes and job action under RSA 273-A.

2.1.2 Non-Discrimination. The Town and the Union agree not to discriminate in any way against any individual with respect to hiring, compensation or terms or conditions of employment because of such individual's religion, race, creed, color, national origin, sex, age, disability, marital status, sexual orientation or citizenship status. Nothing in this Agreement will prohibit

the employer from making reasonable job assignments and/or reasonable accommodation where such are necessary to comply with the American with Disability Act or an employment decision where age or physical conditions are bona fide qualifications for employment.

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.

Said deduction should be made each pay period provided, however, that if an employee has no check coming to him/her or 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, New Hampshire 03105.

The Union and each employee authorizing the assignment of wages for the payment of voluntary political action contributions hereby undertakes to indemnify and hold the employer harmless from all claims, demands, suits or other forms of liability that may arise against the employer for or on account of any deduction made from the wages of such employee.

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 content of such notices and information shall not be derogatory or inflammatory. All posting shall be initialed and dated by the Union President or Chief Steward. The Chief of Police/Head Dispatcher may require that materials be removed from relations relevant to the Town or legitimate Union activities. No posting shall be removed from the bulletin board by any person other than the Union Business Agent, Chief Steward, or his/her designee. The Union agrees to post signs consistent with the maintenance of a drug-free workplace.

Section 5

Employees who choose not to join the Union shall be required to pay an agency fee to the Union to be determined by the Union, not to exceed actual membership dues, which shall be for the costs of contract enforcement and contract negotiations. This fee shall be payroll deducted in accordance with the other provisions in this Article. Should there be a dispute between an employee and the Union, and/or the Town over the matter of dues deductions/agency fees, the Union agrees to defend, indemnify and hold the Town harmless in any such dispute.

ARTICLE 3
MANAGEMENT RIGHTS

Section 1

Except to the extent that there is contained in the 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 Departments are retained and reserved exclusively to the Town and the Department Heads including, but not limited to, the right to manage the affairs of the Town and the Departments and to maintain and improve the efficiency of its operations; to determine methods, means, processes, equipment and personnel by which operations are to be conducted; to determine the size and direct the activities of the Departments; 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/her 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 in accordance with the provisions of RSA 273:A:1:XI.

Section 2

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

ARTICLE 4
CONSULTATION

Section 1

A Representative of the Union may meet with the Chief of Police/Head Dispatcher of their designee once a quarter 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/Head Dispatcher no less than five (5) days before the scheduled date of the meeting. At the discretion of the parties, additional matters for discussion may be placed on the agenda. Nothing contained herein shall prevent the Chief of Police/Head Dispatcher or their designee and the Union from meeting on a less frequent basis by mutual agreement.

Section 2

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

ARTICLE 5
NO STRIKES

Section 1

No employee covered by this Agreement shall engage in, induce or encourage any strike, work stoppage, sick-in, sick-out, or slowdown or any job action or activity which interferes with the normal operation of the Town or the with-holding of services to the Town.

Section 2

The Union agrees that neither it, nor any of its officers or agents, national or local, will call, institute, authorize, participate in, sanction or ratify any activity referred to in Section 1 above.

Section 3

In the event of a work stoppage, picketing, or any other curtailment by the Union or the employees covered hereunder, the Union, by its officers and agents, shall immediately declare such work stoppage, picketing or other curtailment to be illegal and unauthorized in writing to the employees, and order said employees in writing to stop the said conduct and return to work. Copies of such written notices shall be immediately furnished to the Town. The Union shall do everything in its power to obtain the return to work from said employees.

Section 4

In the event of any activity referred to in Section 1 above, any employee (s) participating in it shall be subject to disciplinary action, up to and including immediate dismissal.

Section 5

The Town agrees that it shall not engage in a lockout.

ARTICLE 6
DEFINITIONS

Full-time Employees:

Employees assigned a work schedule of forty (40) hours per week are considered full-time employees. Full-time employees are eligible to receive all benefits as provided in this Agreement.

Part-time Employees:

A part-time employee means any law enforcement officer who works not more than 1300 hours in any given consecutive 12-month period.

A part-time employee shall be eligible to receive only those benefits expressly enumerated by this agreement.

ARTICLE 7
WORK RULES

The Town may prepare, insure and enforce rules and safety regulations necessary for the safe, orderly and efficient operation, which are not inconsistent with this Agreement or State and Federal laws. Employees shall comply with all safety rules and regulations established by the Town.

ARTICLE 8
DISCIPLINARY PROCEDURES

Disciplinary action will be for just cause and will normally be taken in the following order:

- (a) Verbal warning
- (b) Written warning
- (c) Suspension without pay
- (d) Discharge

However, the above sequence need not be followed if an infraction is sufficiently severe to merit immediate suspension or discharge. All suspensions and discharges shall be stated in writing and the reasons stated and a copy given to the employee (s) and the Union within five (5) work days from the date of such suspension or discharge and shall be signed by the employee.

Without limitation because of enumeration, discipline shall be justified for just cause including, but not limited to, as examples, the following:

- A Misconduct during employment
- B Incompetency or inefficiency
- C Failure to perform assigned duties
- D Disobedience of a supervisor or order
- E Use of alcoholic beverages or non-prescribed controlled substances while on duty.
- F Failure to observe rules and regulations established by the Police Chief or his designees or the terms of this Agreement.
- G Conviction of a felony or misdemeanor
- H Unauthorized absence from duty
- I Insubordination
- J Conduct unbecoming of an officer on or off duty

ARTICLE 9
GRIEVANCE PROCEDURE

Section 1

Definition: A Grievance is defined as any dispute arising under the terms of the 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 five (5) business days exclusive of weekends and holidays. 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 and the relief requested and the extent.

Section 2 - Procedure

Step One:

An employee desiring to process a grievance must file a written statement of the grievance to the Chief of Police/Head Dispatcher no later than ten (10) business days, exclusive of weekends and holidays, after the employee knew the facts on which the grievance is based. The Chief of Police/Head Dispatcher or their designee shall meet with the employee within five (5) business days, exclusive of weekends and holidays, following receipt of the notice and shall give a written decision within ten (10) business days, exclusive of weekends and holidays, thereafter.

Step Two:

If the employee is not satisfied with the decision of the Chief of Police/Head Dispatcher, he/she may file, within five (5) business days, exclusive of weekends and holidays, a written statement to the Town Manager setting forth the specific reasons why he/she believes the Agreement is being violated by the Town and the action in question. Within twelve (12) business days, exclusive of weekends and holidays, following receipt of 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, exclusive of weekends and holidays, following receipt of the appeal and written decision shall be rendered within five (5) business days, exclusive of weekends and holidays, 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, exclusive of weekends and holidays, following the receipt of the decision of the Town Manager, a request for arbitration to an arbitrator mutually agreed upon by the parties. If the parties are unable to agree within thirty (30) days of a request to arbitrate, then such arbitration shall be handled through the American Arbitration Association under its rules and regulations.

In applying this grievance procedure, the Arbitrator shall not have the power to add to, ignore or modify any of the terms or conditions of this Agreement. The decision of the Arbitrator shall not go beyond what is necessary for the interpretation and application of express provisions of this Agreement. The Arbitrator shall not substitute its judgment for that of the parties in the exercise

of rights granted or retained by this Agreement.

The Arbitrator decision made in accordance with this Article, shall be binding on both parties. Time limits applicable to the grievance procedure may be extended by mutual agreement of the parties in writing. The cost of arbitration shall be split equally between the parties with each party responsible for their own attorney fees.

ARTICLE 10

HOURS OF WORK

This Article is intended to define the normal hours of work per day or per week during the term of this Agreement, nothing contained herein shall be construed as preventing the Town from restructuring the normal work day or work week for the purposes of promoting the efficiency of municipal government; from establishing the work schedules of employees; and establishing part-time positions.

Section 1 - Work Schedule

The Raymond Police Department shall implement the following work schedule for all patrol officers except those noted in Section 2.

- (A) A regular workweek of eight (8) hour days shall be scheduled on the basis of four (4) consecutive work on-duty days followed by two (2) consecutive off-duty days, progressing through a three (3) month cycle. Subject to the approval of the Chief of Police, for those weeks where the above scheduled rotation results in the Patrol Officer having less than 40 hours scheduled in a workweek, inclusive of vacation, sick or holiday time, the Patrol Officer will be scheduled during such workweek to work four ten hour days. The additional two hours will be scheduled at the beginning and/or end of each scheduled shift during such workweek.
- (B) The average workweek over the six (6) week-cycle shall consist of forty (40) hours.
- (C) There will be no split shifts.
- (D) All work shifts will be picked by the members in order of their seniority, beginning with the senior patrolman. The members will have picked their new shift and submitted said choice to the duty sergeant at least 30 days prior to the new schedule. Those not having submitted a choice 30 days prior to the start of the new schedule will lose their place in rank for that schedule and will be placed into the schedule at the preference of the sergeant for that 3-month rotation. They will retain their seniority and be able to have their pick for the following rotations provided that they have met the 30-day time limit for the next schedules.

The members will only be able to stay on the same shift, i.e. evenings, mids, or days for two rotations of the schedule. After two rotations they will have to choose another shift to work on for at least one 3-month rotation or for the length of that schedule whatever it may be.

Should the management see fit to lengthen or shorten the rotation, 6 weeks, 4

months, etc. the shift by seniority will still apply to whatever length the current work schedule is.

Except in emergency situations, schedules cannot run longer than 3 months at a time so that all of the members may get an opportunity to work various shifts to accommodate families and vacations, etc.

The Raymond Dispatch Center shall abide by the following work schedule for all dispatchers.

- (A) A regular workweek shall consist of five (5) consecutive eight (8) hour shifts.
- (B) There may be split shifts if necessary.

Section 2 – Exceptions

Exceptions to the above regular work schedule of eight (8) hours and regular work-week of four (4) consecutive work on-duty days followed by two (2) consecutive off-duty days may be made for officers assigned to the following duties: Corporal, Investigations, Community Relations, Prosecutor, Training and Community Resources Officer.

Section 3 - Extra Work

The Chief of Police/Dispatch Supervisor or their designee (s) shall have the right to require extra work and employees may not refuse such assignments. In non-emergency situations, the Department Head or designee as a general rule shall take reasonable steps to obtain volunteers for such assignments before assigning required work. However, volunteers will not necessarily be selected for work in progress. Also, specific employees may be selected for special assignments based upon seniority, specific skills, ability and experience they may possess. The Department Head will endeavor to equalize extra work opportunities among employees. If an employee demonstrates that he has not been offered his fair share of such opportunities, he shall be given first preference in the future. It is understood by the parties that this Section shall not be deemed to prohibit or limit the use of temporary personnel when the Department Head determines that it is necessary.

Section 4 – Staffing

The following minimum staffing requirements will be in effect for the police department, to exclude communications:

- A. A minimum of two (2) sworn officers (which includes Corporals, Sergeants, Detectives, Lieutenants, and Chief) will be on duty each shift.

ARTICLE 11
OVERTIME

Section 1

Employees covered by this Agreement shall be entitled to be paid at the rate of time and one-half their respective regular rates after forty (40) hours worked in any given work week.

In the event an employee works time designated as eligible for shift differential and is eligible for overtime, overtime will be calculated using the \$.85 / hr. differential pay when applicable.

Section 2

Hours of pay status as a result of receipt of Workers Compensation due to injury in the line of duty shall be used for the purpose of computing eligibility for overtime compensation.

Section 3

Hours of pay status as a result of the receipt of Sick Leave, shall not be used for the purpose of computing eligibility for overtime except when Sick Leave used is the direct result of work related injury or illness as determined by workers' compensation. Vacation, personal, court time, and all hours worked on a holiday will be considered in the calculation of overtime.

Section 4

If called back from an approved vacation occurs under emergency situations as determined by the Department Head or their representative, to compensate for such actions, the vacation time shall be used in computing the eligibility for overtime. Bereavement pay shall be used in computing eligibility for overtime.

Section 5

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

Section 6

Compensation shall not be paid (nor compensatory time taken) more than once for the same hours under any provision of this Article or Agreement.

ARTICLE 12
CALL BACK

An employee who has been called back to work during his/her off-duty time after having been dismissed shall be guaranteed a minimum of three (3) hours of work/pay, except where an employee has been called back because he/she has not fulfilled all required duties during his/her normal shift.

ARTICLE 13
COURT TIME

An officer who would otherwise be off-duty and who is required to attend court or a hearing directly related to his employment as a police officer will be entitled to four (4) hours call-back at the officer's rate of pay.

That said court appearances and hearings would be limited to those directly related to the officer's employment as a police officer unless ordered to be present by the Town.

That any fee received by the officer directly or indirectly from the court or administrative agency conducting the hearing will be submitted to the Town.

ARTICLE 14
EXCHANGING TOURS OF DUTY

The Police Chief or the officer in charge may, at their sole discretion, grant the request of any two (2) members of the Police Department excluding part-time officers to exchange tours of duty or days off, without a change in pay, provided that, in the opinion of the Police Chief or officer in charge, they are equally capable to perform each other's respective jobs, and able and willing to make the exchange. Requests to exchange tours of duty or days off should be submitted in writing at such time as is reasonably possible. Such requests shall be granted upon the recommendation of the Supervisor with the approval of the Police Chief or officer in charge and shall be limited to no more than 12 hours.

ARTICLE 15
SENIORITY

Section 1: Accrual

For purposes of promotion, vacation, and other benefits, an employee's seniority shall be equal to his years of service or employment with the Town in a position covered by this Agreement unbroken by any of the reasons for termination of seniority specified in Section 3 below.

Section 2: Ability to Perform Work

Ability to perform the job or work as used in this Article means the employee is capable of performing the work to satisfaction of the Department Head.

Section 3: Termination of Seniority

Seniority for all purposes shall be terminated for any of the following reasons:

- (a) Voluntary quit.
- (b) Discharge for just cause.
- (c) Failure to report for work in accordance with the provisions of a recall notice.
- (d) Absence for three (3) consecutive working days without properly notifying the Town.
- (e) Failure to be recalled from layoff or return to work due to any non-occupational connected illness or accident for a period of twelve (12) months.
- (f) Retirement.

Section 4: Employees Entering Bargaining Unit

All employees entering the bargaining unit covered by the Agreement from any other department of the Town will serve a probationary period and will be considered as new employees.

Section 5: Seniority List

The Town shall establish and post a seniority list once each year in January. The seniority list will contain both classification and department seniority for each eligible employee. The employee with the greatest seniority shall be listed first. Any objections to the seniority list, as posted amended, must be reported to the Department Head within fourteen (14) calendar days from the date of posting or amendment or it shall stand as accepted and shall take full force and effect.

Section 6: Application of Seniority (lay-off, recall)

With respect to lay-off and recall continuous service will be available providing the employee is capable of performing the work in a satisfactory manner. Employees shall be recalled in the reverse order in which they were laid off. A person who is laid off shall maintain his seniority for twelve (12) months. Employees who are eligible for recall shall be sent a recall notice by certified or registered mail and the employee must notify the Department Head within three (3) business days after receiving notice of recall of his intention to return to work. The Town shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the mailing address provided by the employee, it being the obligation and responsibility of the employee to provide the department Head with his latest mailing address. In any event the employee must return to work within two (2) weeks of the date specified.

Section 7: Promotions and Transfers

1. The Department reserves and shall have the right to make promotions and transfers.
2. Jobs to be filled through promotion shall be posted on the

department bulletin board for a period of five (5) working days.

3. In the advancement of employees to higher paid jobs when applicable, employees with the longest seniority will be given preference.
4. Job posting shall include job specifications, (where available), rate of pay, job location, and also if it is a permanent job with rating.
5. The above procedure shall be followed in all permanent promotions and transfers.
6. An employee who meets the minimum qualifications and is promoted to a higher level shall be placed in a probationary status not to exceed six (6) months in the higher position. The employee shall periodically be evaluated to determine if he/she is performing the job in a satisfactory manner. If an employee is not found to perform satisfactorily the higher-level duties than he/she shall be reduced in status to the same classification, pay grade, and pay step as he/she had obtained prior to promotion.

Section 8: Non-Application of Seniority Rights Within Classification

Seniority does not give employees any preference for particular types of work within their job classification or to places of work, or equipment.

ARTICLE 16 **PROMOTIONS AND TRANSFER**

Section 1

Employees promoted to a higher rank or a position outside of the bargaining unit occupying a salary range, which is higher, will, if they fail to satisfactorily complete the probationary period, be 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 outside of the bargaining unit 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

An officer may be hired from another agency, counting the years of full-time continuous service for the purposes of determining which step said officer should be compensated for upon employment.

A part-time officer, currently with the Raymond Police Department, who is promoted to full time, will be placed on the step consistent with the following: each 2080 hours worked will be calculated as one (1) year of service. Once the number of years of service is established, he or she will be placed onto the attached salary matrix.

ARTICLE 17
PROBATIONARY PERIOD

Section 1

The period following the initial appointment of any employee to a position of regular full-time or part-time status is considered the employee's probationary period. Based upon the evaluations, the Chief of Police/Head Dispatcher may 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.

Section 2

The length of the probationary period shall be as follows (except that probationary periods may be extended by the Town, not to exceed 2 months).

A.	Full-time Police Officer	1 year
	Full-time dispatcher	1 year
B.	Part-time Police Officer	1 year
	Part-time Dispatcher	1 year

Section 3

A probationary employee may be discharged from duty at any time during the probationary period, by recommendation of the Department Head with concurrence of the Town Manager..

ARTICLE 18
HOLIDAYS

The following days shall be considered holidays:

New Year's Day	Columbus Day
Civil Rights Day	Veterans' Day
Presidents' Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

An Employee may elect one of the above holidays as a floating holiday, whereby the employee may use the holiday on a future date within the same calendar year. Such a floating holiday must be used within the same calendar year or it shall be forfeited. Such floating holiday may not be cashed out upon termination of employment if not used.

Full-time Police Officers and Dispatchers shall be compensated for holidays whether worked or

not by the payment of eleven (11) additional days' pay (88 hrs.) on the first pay date in December, if otherwise eligible. Officers who terminate prior to this date will have this payment pro-rated. This payment will be based upon the employee's rate of pay at the time each holiday occurs. Employees shall not receive holiday pay for any pay period during which they are on layoff or other leaves of absence without pay.

All regular full-time employees, and regular part-time employees, that work the following holidays will be paid time and one-half for all hours worked:

4th of July,
Labor Day,
Thanksgiving and
Christmas.

These hours for the above four named holidays will count as regular hours worked in the calculation of overtime for the employee for that week.

ARTICLE 19 **TEMPORARY SERVICE OUT OF RANK**

Section 1

Members of a Department covered by this Agreement who are temporarily assigned by written directive by the Chief of Police/Head Dispatcher or their designee to assume the duties and responsibilities of a higher rank outside of the bargaining unit for a full shift plus consecutive partial shift (s) shall be entitled to compensation at the rank and step of the higher position which is at least five percent (5%) higher than the employee's current rate of pay.

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

Section 4

Members who are assigned as a Field Training Officer, Specialty Training Officer or Firearms Instructor under the process outlined in Section 1, above, shall receive a stipend of \$1.00 per hour for each hour worked in that capacity.

ARTICLE 20
VACATION

Except for those employees who are discharged, dismissed following an absence without leave or otherwise terminated for cause, the Town shall grant vacations to its employees. Employees covered by this Agreement shall be entitled to accumulate vacation time in accordance with the following schedule:

First two years of employment

After six (6) months to twelve (12) months	40 hours
Twelve (12) through eighteen (18) months	40 hours
Eighteen (18) through twenty-four (24) months	40 hours

Thereafter

On start of 25 th and 37 th month of continuous service	80 hours
On the 49 th , 61 st , 73 rd and 85 th month of continuous service	120 hours
On the 97 th , 109 th , 121 st month of continuous service	160 hours
Thereafter on anniversary date starting with 133 rd month of continuous service	200 hours

Employees shall not accrue vacation leave for any pay period during which they are on layoff or other leaves of absence without pay.

The vacation year for each full-time employee shall be the twelve (12) month period following the anniversary date of employment of the employee. Vacations accrued in accordance with the above schedule shall be taken in the vacation year following accrual.

Regular part-time employees shall be eligible for vacation on a pro-rata basis.

Annual leave is provided for the purpose of rest and recuperation with a view to future service in the best interests of the Town and as such all employees must take a minimum of (1) week's vacation annually. There is a cap on the amount of accumulated vacation time an employee can carry over from year to year of eighty (80) hours. Any vacation time accrued above this limit shall be forfeited by the employee at the end of the vacation year if not previously used by the employee, unless, subject to approval of the Chief of Police, employee demonstrates extenuating circumstances.

VACATION PROCEDURE

The Chief of Police will determine the annual vacation schedule taking into consideration the best interest of the Town, the particular needs within the department and the individual employee. Vacation schedules shall be the responsibility of the Chief of Police and final requests/approvals of vacation shall be completed 4 months prior to commencements of new schedule.

Vacation schedules will be the responsibility of the Chief of Police and final requests/approvals of vacations should be completed by April 1 of each year.

During the first quarter of each year, a period of not less than thirty (30) days will be established by the Town whereby employees may make application in writing for vacation time off, indicating first, second and third choices. In the event more employees apply for time off than can be spared from the job at a given time, Town seniority will be the basis for resolving priority of applications for time off. Each employee will be given a written disposition of his request. Approved vacation time off will not thereafter be canceled or changed without the mutual consent of the Town and the employee.

An employee who desires his/her full annual vacation pay before going on annual vacation should notify his/her Chief of Police at least ten (10) days in advance of his/her last working day.

If any employee terminates his/her service with the Town, or takes an extended leave of absence, he/she will receive full pay for all accumulated vacation, which he/she has not taken. All unused vacation time shall be paid at the employee's regular straight time base rate of pay when the employee terminates his employment. Vacation time on the books, if an employee dies while working for the Town, will be paid to his/her estate.

ARTICLE 21 SICK LEAVE

Regular full-time employees shall earn sick leave credits at the rate of Twenty-two (22) hours per every three months.

Regular part-time employees receive credits on a pro-rata basis.

Paid sick leave shall be granted for the following reasons:

1. Illness: Interpreted to mean absence due to sickness of the employee or disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom.
2. Illness in the employee's immediate family. The immediate family shall include wife, husband, children, mother, father, mother-in-law and father-in-law.
3. Non-work related bodily injury or disease.
4. Exposure to contagious disease requiring quarantine.
5. Sick leave may be used to supplement any full-time and regular part-time employee's on

a pro-rata basis, pay who is absent due to an on-the-job injury to insure regular week's pay, but not to exceed it.

The following procedures shall be applied to the sick leave policy of the Town:

1. Employees absent for the above reasons shall report such absence to their Department Head immediately, together with the reason for the absence. A Doctor's Certificate for all sick leaves of three (3) or more days may, at the discretion of the Chief of Police, be required.
2. For just cause, sick leave payments to the employee may be suspended or discontinued by the Town Manager. Chronic cases of absenteeism due to illness shall be reviewed periodically and a determination regarding continued payment and/or continued employment will be made by the Town Manager.

As described below employees will be paid for the sick leave that they accumulate after April 1, 2009. Each December those employees with more than Sixty (60) days of accumulated sick time earned after April 1, 2009 will have the amount over Sixty days (60) paid to them at 60% of their hourly rate.

At any point where an employee has over Thirty (30) days in their new sick leave bank (that time earned after April 1, 2009) they can sell up to ten (10) days to the town at not less than 40% of their current hourly rate.

If the employee has at least 15 years of service they will be paid off at 50% of their hourly rate.

If the employee has at least 20 years of service they will be paid off at 75% of their hourly rate.

If the employee has at least 25 years of service they will be paid off at 100% of their hourly rate.

BUYOUT OF SICK LEAVE

Employees of the Town on April 1, 2009 will have the amount of time in their sick leave bank at that time frozen. This will be available to them upon separation from the town in accordance with the schedule listed below. This time is also available to them to be used as sick time if the employee so designates.

If an employee works more than ten (10) years for the town, they are eligible to have their sick leave accrued prior to April 1, 2009 paid to them as described below when leaving employment of the town. The schedule is as follows:

After 10 years	25% of accumulated sick leave
After 15 years	50% of accumulated sick leave
After 20 years	75% of accumulated sick leave
After 25 years	100% of accumulated sick leave

SICK LEAVE BANK

Eligible employees who elect to participate in the Sick Leave Bank may do so in accordance with the Town's Sick Leave Bank Policy. (See APPENDIX A)

ARTICLE 22
LEAVES OF ABSENCE

Section 1 - Negotiations - Released Time

Leave from duty with pay at the employee's hourly base rate shall be granted to 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 pay at the employee's hourly base rate shall be granted to an employee who files a grievance under Article 9, Grievance Procedure, for the purpose of attending any hearing relating to the employee's grievance.

Section 3 - Bereavement Leave

Special leave of up to three (3) working days with pay shall be granted to a full-time or regular part-time employee, on a pro-rata basis, in the event of death of his/her:

Spouse	Sister
Father	Brother
Mother	Child or Step Child
Step Parent	Father-in-law
Mother-in-law	Grandmother
Grandfather	Grandchild

Or

Blood relative domiciled in an employee's household.

Under extenuating circumstances, two (2) additional days without pay may be granted at the discretion of the Chief of Police/Head Dispatcher.

Section 4 - Funeral Leave

Special leave or one (1) working day with pay, for the purpose of attending the funeral, shall be granted to an employee in the event of the death of family not listed above, (i.e.):

Brother-in-Law	Sister-in-Law
Aunt	Uncle

Section 5 - Family and Medical Leave

Family and Medical Leave shall be administered in accordance with the Town's FMLA policy (APPENDIX B). Any changes to said policy should be reviewed with the Union prior to implementation.

Section 6 - 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, as supported by a written statement from the appropriate military authority indicating the dates and time served and the amount of pay received, and the employee's regular weekly straight time pay when on a two (2) week annual training session. Payment of above stated differentials shall not apply to regular monthly meetings or when the employee enters full-time active duty.

ARTICLE 23
PERSONAL DAYS

Full-time employees may be granted up to three (3) personal days per year to deal with personal matters. All personal leave requests shall be made to the Department Head at least 24 hours in advance. Such requests will not be unreasonably denied. These days must be used during the year or they are lost on the anniversary date.

ARTICLE 24
INSURANCES

HEALTH INSURANCE

The health insurance benefits provided for herein shall be provided through the Northern New England Benefit Trust.

- i. Applications for admittance to the insurance group will be accepted immediately upon hire, or during the groups reopening in June with an effective date of July 1st of any year (or as the Town and Union may otherwise agree as to the open enrollment period for the group), or upon a qualifying event as defined by the insurance carrier.
- ii. All employees hired after December 31, 2004 will be required to pay 15% of the health care premium.

Beginning April 1, 2012, those employees hired on or before December 31, 2004 will pay nine percent (9%) of the premium for plan.

Beginning April 1, 2013, the employees hired on or before December 31, 2004 will pay twelve percent (12%) of the premium for any plan.

Beginning April 1, 2011, the employees hired on or before December 31, 2004 will pay fifteen percent (15%) of the premium for any plan.

- iii. In the event the Town should elect to change health insurance companies, for the employees covered by this agreement electing to remain with the Northern New England Benefit Trust the town will pay only that portion of the health insurance costs it provided in the previous calendar year and any increase shall be borne by the employee.
- iv. Upon retirement, full-time and regular part-time employees with a minimum of ten (10) years of service and having attained a minimum of 62 years of age, the Town will continue medical insurance for the employee and spouse until he/she reaches the age of

65 with the Town covering twenty-five percent (25%) of the premium cost for the employee only.

- v. Temporary part-time employees are eligible to purchase medical coverage at their own expense at the Town group rate. Temporary part-time employees who option to purchase this coverage are responsible for ensuring that full payment is made directly to the finance office preceding the month for which the coverage is applicable; failure to comply shall result in termination of coverage.
- vi. The Town will establish a Section 125 salary reduction account for employees requesting it, which may be used for payment of the employee's portion of the premium costs.
- vii. The Town shall have the ability to provide an insurance "buyout" option for employees that are covered by insurance from another source other than the Town. In such situations, if the employee elects not to be covered by the Town's health insurance, then the Town shall reimburse the employee a percentage of the premium savings realized by the Town as a result of the employee's election not to be covered. Such percentage shall be set by the Town as a managerial prerogative.
- viii. If, at any point Northern New England Benefit Trust (NNEBT), or any healthcare plan offered under this agreement, fails to comply with the Affordable Care Act, the Town will, if required, offer an additional compliant health care plan to all employees eligible for such coverage as required by Law. Should any insurance plan(s) required under this CBA subject the Employer to an excise tax under Federal Law as referred to as the "Cadillac Tax", the parties agree to immediately re-open this CBA for the limited purpose of negotiating an alternative plan(s) that will not be subject to the "Cadillac Tax".

DENTAL INSURANCE

The employees will have dental insurance provided to them as a part of the Northern New England Benefit Trust program.

LIFE INSURANCE

The Town will provide each full-time employee covered by this agreement with a term life insurance policy with a face value of one and one-half times the employee's annual base salary. Term life insurance will become effective after completion of the probation period.

LIABILITY INSURANCE

The Town offers short-term disability insurance to all members of the Union and shall pay 100% of premium.

The Town offers long-term disability insurance and employees shall pay 100% of premium.

TERMS OF INSURANCE POLICIES TO GOVERN

The extent of coverage under the insurance policies (including HMO and self-insured plans)

referred to in this Agreement shall be governed by the terms and conditions set forth in said policies or plans. Any questions or disputes concerning said insurance policies or plans or benefits thereunder shall be resolved in accordance with the terms and conditions set forth in said policies or plans and shall not be subject to the grievance and arbitration procedure set forth in this Agreement. The failure of any insurance carrier (s) or plan administrator (s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the Town, nor shall such failure be considered a breach by the Town of any obligation undertaken under this or any other Agreement. Nothing in this Agreement shall be construed to relieve any insurance carrier (s) or plan administrator (s) from any liability it may have to the Town, employee or beneficiary or any employee.

WORKERS' COMPENSATION

The Town shall provide Workers' Compensation insurance for all employees covered by this Agreement as prescribed by State Statutes. The Town will, upon request of the employee, continue to pay the employee's regular rate of pay provided the employee sign an agreement to sign over Workers' Compensation checks as they receive them and provide such checks to the Town.

ARTICLE 25 **UNIFORMS AND CLEANING**

POLICE OFFICERS

The town shall provide each eligible employee, both part-time and full-time, with those items necessary to bring his/her compliment of uniform items up to the standard established by the Chief, as set forth in the SOP's.

Upon termination of any kind, the employee shall turn in to the Chief all uniforms and equipment issued items with the exception of shoes and caps.

The town shall provide a uniform cleaning allowance in the sum of five hundred ninety-five (\$595.00) for full-time employees, and the sum of one hundred fifty dollars (\$150.00) to all part time employees. This amount will be prorated if any employee does not work the full year.

DISPATCH

The town shall provide each eligible employee, both part-time and full-time, with those items necessary to bring his/her compliment of uniform items up to the standard established by the Head Dispatcher, as set forth in the SOP's.

Upon termination of any kind, the employee shall turn in to the Head Dispatcher all uniforms and equipment issued items with exception of shoes and caps.

The town shall reimburse, for uniform cleaning allowance in the sum of three hundred and seventy-five dollars (\$375.00) for full-time employees, and the sum of seventy-five dollars (\$75.00) to all part-time employees. This amount will be prorated if any employee does not work the full year.

REIMBURSABLE EXPENSES

This enumerates the requirements that employees covered by this Contract shall meet in order to comply with IRS Rules under an "accountable plan" for reimbursement of cleaning of uniforms.

A reimbursement allowance arrangement is a system by which covered employees substantiate and pay, in advance, charges for cleaning expenses to uniforms. Since these sums are a cleaning reimbursement they are not treated as wages, nor subject to income tax withholding, retirement and Medicare so long as employees covered by this agreement document their costs, and time spent on cleaning of uniforms on a weekly basis.

In the event the expenses are not documented they shall be subjected to income tax withholding, retirement and Medicare taxes.

Employees covered by the Union Contract shall document weekly, on forms provided by the town, expenses and time spent on cleaning of uniforms; Employees shall provide substantiating documentation, store slips or cleaner receipts and/or statements as to the exact amount of time spent cleaning uniforms which shall be attached to forms provided by the Town and signed by the covered employee.

In order to establish a framework for reimbursement for home care of uniforms, pants will be reimbursed at a rate of \$5.00 per item and shirts at \$2.50 per item.

This will account to the town the time/money spent on the cleaning of uniforms. The employees agree to receive the above listed reimbursement on the first pay period of December as a lump sum payment.

ARTICLE 26 **MILEAGE ALLOWANCE & EDUCATIONAL INCENTIVE**

Section 1

An employee who is required to use his/her personal vehicle for work related purposes should be reimbursed a mileage allowance at the mileage rate set by the IRS in January of each year. Personal vehicles shall only be used when no other Town vehicle is available, or at the employees discretion.

Section 2

In order to encourage full time officers and dispatchers in unit to obtain relevant educational opportunities in their respective field a pool is established that provides \$4,000 for course reimbursement for full time police officers and a pool of \$1,000 for course reimbursement for full time dispatchers. Each member may be eligible for a \$250 course reimbursement per semester for successful completion of a course of study through any post-secondary educational institution.

This pool shall be an annual allotment and shall be paid on a first come basis and when exhausted the town will provide no further reimbursement for the balance of the year. Course of study must be relevant to the field of police studies and approved by the Chief of Police or relevant to the field of dispatch and approved by the Head Dispatcher.

Course reimbursement, for successful completion of a program shall be provided after the employee presents a canceled check or other proof of payment to an institute of higher learning, and notice of course completion and final grade.

Reimbursement shall be made as follows:

- a. Any member receiving a grade of "A" or "B" shall be reimbursed \$250.
- b. Any member receiving a grade of "C" shall receive \$125
- c. Any member receiving a grade below a "C" shall not be reimbursed for that particular course of study.

In order to promote the professional level of officers and dispatchers, all employees will receive a one-time educational stipend during the term of this contract for the following:

Associate Degree	\$520.83	at the rate of \$.25 per hour
Bachelor Degree	\$1,041.67	at the rate of \$.50 per hour
Master's Degree	\$1,562.50	at the rate of \$.75 per hour
PHD	\$2,083.33	at the rate of \$1.00 per hour

Those employees who are to receive an educational stipend will have that amount calculated to the hourly rate and included in their weekly pay.

ARTICLE 27 **PRIVATE DETAILS**

Private details are those details whereby a business, organization, or person obtains the services of an off-duty police officer through the Department, including traffic control, crowd control, security, or as otherwise determined by the Police Chief. Effective with the signing of this agreement, all private details will be paid to the employee at the greater of the rate of one and one half of the employee's normal rate of pay or:

effective April 1, 2015 thirty-eight dollars and 75/100 (\$38.75) per hour;
effective April 1, 2016 thirty-nine dollars and 50/100 (\$39.50);
effective April 1, 2017 forty dollars and 25/100 (\$40.25).

ARTICLE 28 **WAGES**

Section 1 – CURRENT EMPLOYEES

Commencing April 1, 2015, all employees covered by this contract shall be compensated as follows: As of April 1, 2015, the Town shall eliminate the bottom two steps on the Full time police officer pay matrix. Those officers on step 1 or 2 will be moved to step 3 (which will become the new step #1). All officers between steps 3-8 will be moved one step. As of April 1, 2015, the Town shall eliminate steps 1-3 on the full time dispatch pay matrix. Those full time dispatchers on steps 1-3 will be moved to step 4 (which will become the new step #1). All full time dispatchers between the step 4-8 will be moved one step. Additionally, as set forth in the attached wage schedule all employees shall be given a wage increase of 2.25% effective as of April 1, 2015; April 1, 2016; and April 1, 2017.

See APPENDIX C for wage schedule.

There shall be a pay differential for police and dispatchers that work the second shift (1500-2300 hours). The second shift differential will be \$.85/hour. There shall also be a pay differential for police and dispatchers that work the third shift (2300- 0700 hours). The third shift differential will be \$1.05/hour. Overtime hours while on shift differential will include the shift differential in the calculation.

Section 2 - NEW EMPLOYEES

PATROLMAN

Probationary employees not covered under this agreement will begin at a rate set for Step one for the period of their probation not to exceed one year.

DISPATCH

Probationary employees not covered under this agreement will begin at Step one of the Dispatch matrix for the period of their probation not to exceed one year. The employee will be moved to the appropriate step regardless of any extension of probation beyond the one year period, upon completion of one year of full-time service.

CORPORAL

Probationary employees not covered under this agreement will begin at a rate for the period of their probation not to exceed one year. The employee will be moved to the starting rate at the appropriate step regardless of any extension of probation beyond the year period, or upon completion of the PSTC full-time Officer course of training, whichever comes first.

ARTICLE 29 **RETIREMENT**

The Town of Raymond and its eligible employees currently participate in the New Hampshire State Retirement System in accordance with applicable New Hampshire Statutes and votes of the Town Meeting.

ARTICLE 30 **ENTIRE AGREEMENT**

Section 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 matter not removed by law from the area of collective bargaining, and that the understandings and agreement 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 duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to respond to or address any demands or proposals collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or

matter not specifically referred to, or covered in this Agreement, even though such subjects or matters may not have been within the knowledge of contemplation of either or both or the parties at the time they negotiated or signed this Agreement. This Agreement may only be amended during its term by the parties' mutual agreement in writing.

This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and together with any letters of understanding executed concurrently (or after) with the Agreement constitutes the complete and entire agreement between the parties, and concludes collective bargaining (except as provided for in the grievance procedure) for its term.

ARTICLE 31 **SAVINGS**

If any provision of the Agreement is subsequently declared by legislative or judicial authority to be unlawful, unenforceable, or not in occurrence with applicable statutes, laws, ordinances and regulations of the United States of America and the State of New Hampshire all other provisions of the Agreement shall remain in full force and effect for the duration of this Agreement and the parties shall meet as soon as possible to agree on substitute provisions. However, if parties are unable to agree within thirty (30) days following commencement of the initial meeting, then the matter shall be postponed until contract negotiations are reopened.

ARTICLE 32 **EXPENDITURES 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 at the Annual Town Meeting.

ARTICLE 33 **DURATION OF AGREEMENT**

Section 1

This Agreement shall be effective as of April 1, 2015 and shall remain in force and effect until March 31, 2018.

Section 2

In the event that either party desires to terminate this Agreement, written notices must be given to the other party no less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

ARTICLE 34 **PHYSICAL EXAMINATION/DRUG TESTING**

The Town shall have the right to require a physical examination of any of the employees either as

a prerequisite to obtaining employment (after a conditional offer has been made) or as a condition of continuing employment. If a physician of the Town shall certify that the medical (physical or mental) condition of any employee constitutes a danger to the health, safety, or welfare of the public or to other employees of the Town, or to the employee him or herself, this shall constitute grounds for temporary suspension or discharge. Employee shall be required to comply with the Police Standards and Training Council's On-going Physical Fitness Testing subject to the specifications as set forth in administrative rule Pol 404.07. Subject to applicable law, the Town shall have the right to require any employee or applicant to submit to drug test(s), as required by the Town.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal this

14th Day of April 2015.

Town of Raymond

[Signature]

Colin West Crater

John S. Barnes Jr

Wayne F. Welch

[Signature]

Teamsters Local 633

[Signature] BAL633
Kevin P. Foley, Business Agent

David W. Laughton
David W. Laughton
Secretary-Treasurer

Joan St. John
Joan St. John, Steward
Negotiating Committee

[Signature]
Jonathan Kelly
Negotiating Committee

APPENDIX A
SICK LEAVE
BANK POLICY

V. SICK LEAVE BANK POLICY

1. Purpose: The Sick Leave Bank is a means for participating employees to transfer vacation or sick leave time to be used in times of need by those qualifying employees experiencing a catastrophic illness or injury. The Sick Leave Bank provides some potential income protection for those who cannot perform regular duties and have exhausted all forms of paid leave accumulations.

2. Definition: The Sick Leave Bank is funds voluntarily donated by participating employees in the form of accumulated sick days. Employees who wish to be eligible for time in the sick bank, should they need it, must donate exactly one sick day per year.

3. Eligibility:

(a) Any request for time from the sick leave bank shall be made for personal use only. An accident or injury of a family or household member does not constitute eligibility.

(b) An employee must have completed their initial evaluation period by working for the town of Raymond for six consecutive months.

(c) An employee must have contributed sick time into the bank.

4. Sick Leave Bank Committee: A three member Sick Leave Bank Committee (SLBC) is required to be established as soon as employees decide to become members through the required donation of sick time.

The SLBC will consist of three members:

- ◆ one person appointed by the Board of Selectmen and
- ◆ two other regular employees of the Town of Raymond appointed by the Town Manager.

A fourth alternate member may be chosen if decided upon by the Board of Selectmen. An alternate may serve in place of one of the committee members in case of their absence or if a conflict exists with a particular request.

Responsibilities of the committee are as follows:

(a) The SLBC shall review all requests for sick bank days. They are to determine an employee's eligibility, the individual circumstances of the request and recommend the number of days an approved applicant may receive.

(b) Any recommendation to accept a requested use of the sick leave time bank must be unanimous or the request will be denied.

(c) The SLBC will base its recommendations on the following guidelines:

1. Nature and seriousness of the illness
2. Expected duration of the absence
3. Applicant's past attendance record
4. Other pending requests

5. Guidelines for Request Procedure

(a) All requests for sick bank days are to be made in writing to the Sick Leave Bank Committee. Eligible employees are also required to submit a letter from their doctor verifying the estimated length of illness and time away from work.

(b) The applicant will send a letter to the Town Manager requesting that a copy of their attendance record be sent to the committee to be used in their recommendation.

(c) A request for time does not constitute approval.

(d) The committee's recommendations are to be sent to the Board of Selectmen for final approval within fourteen days of the initial application for time.

(e) The Board of Selectmen will inform the applicant of their decision within seven calendar days after receipt of SLBC recommendation.

6. Limitations:

(a) Employees using sick leave bank days will continue to accumulate leave days. Accrued leave will be used immediately in place of sick bank days.

(b) Any granted but unused time will be returned to the sick bank.

(c) A maximum limit of thirty days or 1/4 of the total time in the bank (whichever is less), can be granted at any one time.

(d) Donations of additional sick leave may be given by employees at any time.

(e) Donations of leave do not guarantee that there will be sick bank days to draw upon. At times, the need for hours may exceed the supply of hours in the bank. Should such a situation arise, the Town is not obligated to supplement the Sick Leave Bank in any way, although the Town may request donations from employees to accommodate a specific need.

(f) An employee may be required to provide reimbursement for the monetary equivalent of granted days, if the employee recovers damages for lost wages in a civil suit.

(g) An employee shall be required to provide reimbursement for the monetary equivalent of granted days, and subject to disciplinary action, if the committee finds that

the employee obtained sick leave bank days through fraudulent actions or statements.

(h) Changes or exceptions to the policy governing the Sick Leave Time Bank may be made with the approval of the Board of Selectmen.

APPENDIX B

FAMILY & MEDICAL LEAVE POLICY

TOWN OF RAYMOND, NH POLICY

Family and Medical Leave Act of 1993

PURPOSE

It is the policy of the Town of Raymond to grant eligible employees unpaid leave from the Town under the Family and Medical Leave Act (FMLA) of 1993.

Under the Family and Medical Leave Act ("FMLA"), eligible employees may take an unpaid leave of absence and be restored to the same or an equivalent position upon their return to work for any of the following reasons:

1. The birth of the employee's child and to care for the newborn child (leave must be taken within twelve (12) months of the birth of the child);
2. The placement of a child with the employee for adoption or foster care, and in order to care for the newly placed child (leave must be taken within twelve (12) months of the adoption or placement of the child);
3. The serious health condition of a spouse, parent, minor child, or adult child when the adult child is incapable of self-care and the employee is needed for such care ("covered family members");
4. The employee's own serious health condition that renders the employee unable to perform his or her job;
5. A "qualifying exigency" (as defined in the Department of Labor Regulations) arising out of the fact that the spouse, or a son, daughter, or parent of the employee is on active duty or has been notified of an impending call or order to active duty in the United States Armed Forces in support of a contingency operation as a member of the National Guard or Reserves;
6. The employee is a spouse, son, daughter, parent, or next of kin of a "covered service member" (as defined in the Department of Labor Regulations) who has a serious injury or illness and the employee is needed to care for such person.

Eligibility Requirements: To be eligible for FMLA leave, an employee must satisfy both of the following conditions:

- The employee must have worked for the Town for at least twelve (12) months, and must have performed at least 1,250 hours of work in twelve (12) months prior to a leave request;

and

Leave Entitlement: If an employee takes FMLA leave for a reason stated in paragraphs (1)-(5), above, the employee is entitled to up to twelve (12) workweeks of unpaid leave during a twelve (12) month period. That twelve (12) month period is defined as a "rolling" twelve (12) month period measured backward from the date an employee begins an FMLA leave. In other words, the number of weeks the employee has available upon the beginning of a FMLA leave will be twelve (12) weeks less the number of FMLA leave weeks taken in the twelve (12) month period prior to the beginning of the current FMLA leave (the "Available Leave Weeks"). For example, if an employee used four weeks beginning February 1, 2008, four weeks beginning June 1, 2008, and four weeks beginning December 1, 2008, the employee would not be entitled to any additional leave until February 1, 2009. Beginning on February 1, 2009, the employee would be entitled to four weeks of leave; on June 1, 2009, the employee would be entitled to four additional weeks; and so on.

If an employee takes FMLA leave for the reason stated in paragraph (6), above, the employee may take up to 26 weeks of unpaid FMLA leave within a single 12-month period. This 12-month period begins on the first day of leave.

An employee who takes FMLA leave for a reason stated in paragraph (6), above, will be limited to a combined total of 26 workweeks of leave for any FMLA-qualifying reason during the single 12-month period. The leave entitlement described in paragraph (6) above is to be applied on a per-covered-service-member, per injury basis such that an eligible employee may be entitled to take more than one period of 26 workweeks of leave if the leave is to care for different covered service-members or to care for the same service-member with a subsequent serious illness of injury, except that no more than 26 workweeks of leave may be taken within any single 12-month period.

Tracking FMLA Leave: When an eligible employee requests any leave of absence that qualifies under the FMLA, the Town has the right to designate such leave as FMLA leave. For example, if an eligible employee suffers a work related injury that qualifies as a serious health condition, the Town has the right to designate any time away from work as FMLA leave. In such circumstances, the Town will provide the employee with the same notifications as though the employee had specifically requested FMLA leave.

Intermittent and Reduced Schedule Leave: Under some circumstances, employees may take FMLA leaves of absences intermittently (in separate blocks of time due to a single FMLA qualifying reason) or on a reduced leave schedule (reducing the usual number of hours an employee works per workweek or workday). Certification will be required to show that an intermittent or a reduced schedule leave is a medical necessity for leaves under paragraphs (3), (4), and (6), above. Other documentation or certification may be required to show that such an intermittent or a reduced schedule leave is necessary in the case of a leave of a "qualified exigency" under paragraph (5), above.

If FMLA leave is for birth and care, or placement for adoption or foster care, as described in paragraphs (1) and (2), above, use of intermittent leave is subject to Board of Selectmen approval.

When an employee takes intermittent or reduced schedule leave, time spent working will

not be counted against the employee's FMLA entitlement.

Employees taking intermittent or reduced schedule leave will be paid for the time they work, and the leave time away from work will be unpaid unless the employee qualifies for workers' compensation, short-term disability, or other benefits. If an employee is a salaried employee, the Town will adjust the employee's salary based on the amount of time actually worked.

While an employee is on intermittent or reduced schedule FMLA leave, the Town may temporarily transfer the employee to an available alternate position that better accommodates the employee's recurring leave and that has equivalent pay and benefits.

Employees who take intermittent leave for a planned medical treatment have an obligation to make a "reasonable effort" to schedule the treatment so as not to disrupt unduly the Town's operations.

Status of Employee Benefits: Employees are required to use any accrued, unused paid time off days during FMLA leave unless the FMLA leave is otherwise paid through workers' compensation benefits, short-term disability benefits, or other benefits. The substitution of paid leave time for unpaid leave time does not extend the FMLA leave period. Also, the employee's FMLA leave may run concurrently with other types of leave.

During an approved FMLA leave, the Town will maintain the employee's health benefits under the same terms and conditions applicable to employees not on leave.

- If paid leave is substituted for unpaid FMLA leave, the Town will deduct the employee's portion of the health plan premium as a regular payroll deduction.
- If an employee's leave is unpaid, or is paid through workers' compensation, short-term disability benefits, or other benefits not provided through the Town's payroll system, the employee must pay his or her portion of the premium by making arrangements with the Town's Finance Director.
- Health and other benefit coverage may be canceled if the employee's premium payment is more than (thirty) 30 days late.

If an employee elects not to return to work at the end of the leave, the employee will be required to reimburse the Town for the cost of the premiums paid by the Town for maintaining coverage during the unpaid leave, unless the employee cannot return to work because of a serious health condition or because of other circumstances beyond the employee's control. If the FMLA leave is for a condition that is covered under the Town's short or long term disability insurance, covered employees may apply for benefit coverage.

Benefit entitlements based on length of service will be preserved at the level earned as of the commencement of the leave, but will not accrue further during the leave period. For example, an employee on leave will not accrue additional sick/personal days.

Requesting Leave: Employees must complete the appropriate FMLA leave request forms.

These forms are available from the Finance Department.

If an employee's need for leave is foreseeable, such as for the birth of a child or planned medical treatment, you must give your Department Head and the Finance Director (thirty) 30 days' prior written notice. In cases of planned medical treatment, please make efforts to schedule the treatment to avoid disrupting the Town's operations.

If the need for leave is not foreseeable, the employee must give notice to his or her Department Head as soon as practicable (generally, either the same day or the next business day of learning the employee's need for leave) and the employee must comply with all of the Town's policies regarding absences from work. Failure to provide such notice may be grounds for delaying the leave. If the employee is unable to notify the Town of his/her need for leave personally because of illness, the employee should ask someone else to call on his or her behalf.

Medical Certifications: If an employee is requesting leave because of the employee's serious health condition, a covered family member's serious health condition, or for the serious injury or illness of a covered service-member, the employee must provide a medical certification from the appropriate health care provider. It is an employee's responsibility to provide a complete and sufficient certification. Please obtain a medical certification form from the Finance Department for the health care provider to use. If possible, the employee should provide the medical certification before the leave begins. If that is not possible, the employee must provide the medical certification within fifteen (15) days of requesting leave. If the employee does not provide the required medical certification in a timely manner, the employee's leave may be delayed. If you do not provide the certification at all, the Town will not be able to determine whether you are eligible for FMLA leave and your leave will be denied. The Town reserves the right to authenticate or clarify any medical certification if necessary.

In the case of an employee's own serious health condition, or that of a family member's serious health condition, the Town, at its expense, may require an examination by a second health care provider designated by the Town. If the second health care provider's opinion conflicts with the original medical certification, the Town, at its expense, may require a third health care provider agreed upon by the employee and the Town to conduct an examination and provide a final and binding opinion.

The Town may also require subsequent medical recertification. Failure to provide requested re-certifications within fifteen (15) days may result in delay of further leave.

Certifications for a Qualifying Exigency: Employees who request a leave for a "qualifying exigency" arising from an immediate family member's call to active duty or impending call or order to active duty will be required to provide a copy of the family member's active duty orders or other documentation issued by the military indicating the member is on active duty or call to active duty status in support of a contingency operation. Other documentation certifying the exigency necessitating the leave will also be required.

Confirmation of Familial Relationship: Employees requesting a leave of absence based on a familial relationship (e.g. leaves under paragraphs (3), (5) and (6)), may be required to provide reasonable documentation or statement of family relationship. This

documentation may take many forms, including but not limited to a child's birth certificate, a court document, etc.

Reporting While On Leave: If an employee takes leave because of his or her own serious health condition, to care for a covered family member with a serious health condition, to care for a covered service-member with a serious illness or injury, or for a qualifying exigency, the employee must contact the office of the Finance Director on a regular basis to provide updates about the status of the need for leave (e.g. the medical condition of the employee or the individual for whom the employee is caring, or other circumstances necessitating leave) and the employee's intention to return to work. In addition, the employee must give notice as soon as practicable (within two (2) business days if feasible) if the dates of leave change or are extended or initially were unknown.

No Work While On Leave: The taking of another job (including self-employment) while on FMLA leave or any other authorized leave may lead to disciplinary action, up to and including discharge.

Returning To Work: At the end of an authorized FMLA leave, the employee will be reinstated to his or her original position or an equivalent position. However, certain highly compensated employees or "key employees" may be denied restoration to their prior or equivalent position if keeping the job open for the employee would result in substantial economic injury to the Town. Key employees are those employees who are among the highest paid ten percent of employees within 75 miles of the worksite.

If an employee takes leave because of his or her own serious health condition, the employee will not be reinstated until the employee provides a fitness for duty certificate from his or her health care provider confirming that the employee is medically able to resume work and perform the essential functions of his or her job. The return-to-work medical certification forms are available from the Finance Department. The Town reserves the right to clarify and authenticate such certification.

Coordination With Maternity Leave: As stated in our Maternity leave policy, the Town provides female employees with a leave of absence for the period of temporary physical disability resulting from pregnancy, childbirth, and related medical conditions. If an employee is also eligible for FMLA leave, the employee's FMLA leave and Maternity Leave will run concurrently. Please refer to the Town's Maternity Leave policy for more information regarding Maternity Leave.

For purposes of coordinating FMLA and maternity leaves, maternity disability leave will be treated in the same manner as the FMLA leave of absence described in paragraph (4) above. Maternity disability leave begins when an employee is medically determined to be disabled and ends when medically determined to be able to return to work. If a maternity disability leave is for the number of available FMLA leave weeks or less, the employee may take additional FMLA leave pursuant to paragraph (1) or (2) after the end of the disability period, not to exceed the number of remaining available leave weeks and will be reinstated in accordance with this FMLA policy. If a maternity disability leave exceeds the number of available FMLA leave weeks, then reinstatement will be governed by the maternity leave policy.

Coordination with Other Town Policies; Reference to FMLA and Federal Regulations: In the event of any conflicts between this policy and other Town policies, the provisions of this policy will govern. The FMLA and the FMLA regulations issued by the U.S. Department of Labor contain many limitations and qualifications that are not stated in this policy. The Town reserves the right to apply the terms of the FMLA and the FMLA federal regulations.

Any questions relative to FMLA leaves, including eligibility requirements, should be directed to the Town Manager at the Town Hall, 4 Epping Street, Raymond, NH 03077 (603) 895-4735.

APPENDIX C
WAGE SCHEDULE

Raymond Police Union Wage Scale 2015 - 2018

Patrolman		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20	
		38,143.41	39,001.64	39,879.17	40,776.45	41,693.93	42,632.04	43,591.26	44,572.06	45,574.93	46,600.37	47,648.88	48,720.88	49,817.20	50,938.09	52,084.19	53,256.09	54,454.35	55,679.57	56,932.36	58,213.34	
		733.53	750.03	766.91	784.17	801.81	819.85	838.30	857.16	876.44	896.16	916.33	936.95	958.03	979.58	1001.62	1024.16	1047.20	1070.77	1094.86	1119.49	1144.86
		18,338.2	18,750.8	19,172.7	19,604.1	20,045.2	20,496.2	20,957.4	21,428.9	21,911.1	22,404.1	22,908.1	23,423.6	23,950.6	24,489.5	25,040.5	25,603.9	26,180.0	26,769.1	27,371.4	27,987.2	28,616.7
		2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%
Corporal		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20	
		47,424.00	48,491.04	49,582.09	50,697.69	51,836.38	53,004.75	54,197.35	55,416.79	56,663.67	57,938.60	59,242.22	60,575.17	61,936.11	63,331.72	64,766.69	66,237.71	67,743.52	69,286.85	70,868.45	72,479.67	74,120.91
		912.00	932.52	953.90	974.96	996.69	1,019.32	1,042.26	1,065.71	1,089.69	1,114.20	1,139.27	1,164.91	1,191.12	1,217.92	1,245.32	1,273.34	1,301.99	1,331.29	1,361.24	1,391.87	1,423.17
		22,800.0	23,313.0	23,837.5	24,373.9	24,922.3	25,483.1	26,056.4	26,642.7	27,242.2	27,855.1	28,481.8	29,122.7	29,779.9	30,447.9	31,133.0	31,833.5	32,549.8	33,282.1	34,031.0	34,796.7	35,579.1
		2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%
Part-Time Patrolman		First Year	Second Year	Third Year																		
		16,820.1	17,198.5	17,585.4																		
		2.25%	2.25%	2.25%																		
Detail Rate of Pay		2015	2016	2017																		
		38.75	39.50	40.25																		
Dispatcher		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20	
		32,597.72	33,331.17	34,081.12	34,847.95	35,632.02	36,433.74	37,253.50	38,091.71	38,948.77	39,825.12	40,721.18	41,637.41	42,574.25	43,532.17	44,511.65	45,513.16	46,537.20	47,584.29	48,654.94	49,749.67	50,868.91
		626.88	640.98	655.41	670.15	685.23	700.65	716.41	732.53	749.02	765.87	783.10	800.72	818.74	837.16	855.99	875.25	894.95	915.08	935.67	956.73	978.26
		15,672.0	16,024.6	16,385.2	16,753.8	17,130.8	17,516.2	17,910.4	18,313.3	18,725.4	19,146.7	19,577.5	20,018.0	20,468.4	20,929.0	21,399.9	21,881.4	22,373.7	22,877.1	23,391.8	23,918.1	24,456.1
		2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%
Part-Time Dispatcher		First Year	Second Year	Third Year																		
		14,233.2	14,553.4	14,880.8																		
		2.25%	2.25%	2.25%																		