

AGREEMENT

BETWEEN

THE TOWN OF SANDOWN

AND

TEAMSTERS LOCAL NO. 633 OF NH

2021 – 2024

The Sandown Board of Selectmen (hereinafter referred to as the "Town") and Teamsters Local No. 633 of New Hampshire (hereinafter referred to as the "Union") agree as follows:

TABLE OF CONTENTS

<u>Article</u>	<u>Description</u>	<u>Page</u>
1	Recognition and Bargaining Unit Description	2
2	Employee Rights	2
3	Management Rights	3
4	Consultation	4
5	Grievance Procedure	4
6	Temporary Leave of Absence	5
7	Probationary Employees	6
8	Promotions and Transfers	7
9	Temporary Service Out of Rank	8
10	Hours of Work	8
11	Overtime	9
12	Court and Hearing Appearance	10
13	Holidays	11
14	Vacation	11
15	Injury and Sick Leave	12
16	Health Insurance	14
17	Liability Insurance	14
18	Uniform Allowance	14
19	Private Details	16
20	Salary Schedule	17
21	Life Insurance	17
22	Jury Duty Pay	17
23	Retirement	18
24	Safety	18
25	Harassment for Age, Race, Religion, Gender, Etc.	18
26	Reimbursement for Use of Private Vehicle	19
27	Education Allowance and Reimbursement	19
28	Duration of Agreement	20
Appendix A	Wage Schedule	

49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93

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 content of such notices and information shall not be derogatory or inflammatory. All postings shall be initialed and dated by the Union President or Chief Steward. The Chief of Police may require that materials be removed if they are not relevant to the Town or legitimate Union activities. No person other than the Union Business Agent, Chief Steward, or his/her designate may remove postings from the bulletin board.

Section 5

The Town shall offer employees the option of being paid through direct deposit as soon as the Board of Selectmen determines that it is practicable to do so

ARTICLE 3 - MANAGEMENT RIGHTS

Section 1

Except to the extent 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, and thus to require from each employee the efficient utilization of his services;
- unless otherwise conditioned by this Agreement, to hire, promote, assign, transfer, retain, layoff and recall employees;
- for just cause and reason, to discipline, suspend, demote or discharge employees;
- to promulgate and support reasonable rules and regulations pertaining to the operations in accordance with the provisions of RSA 273:A:1:X1.

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.

94 **ARTICLE 4 - CONSULTATION**

95
96 **Section 1**

97 Representatives of the Union may meet with the Chief of Police or his designate once a quarter to discuss
98 matters of mutual concern, at a mutually agreed time and place, including those matters necessary to the
99 implementation of this Agreement. A written agenda shall be exchanged between the Union and Chief of
100 Police no less than five (5) days before the scheduled date of the meeting. At the discretion of the parties,
101 additional matters for discussion may be placed on the agenda. Nothing contained herein shall prevent the
102 Chief of Police or his designate and the Union from meeting on a less frequent basis by mutual agreement.
103

104 **Section 2**

105 Nothing contained herein shall prevent the Union from consulting with the Chief of Police or designate at
106 any time, if matters of mutual urgency arise.
107

108 **ARTICLE 5 - GRIEVANCE PROCEDURE**

109
110 **Section 1**

111 **Definition:** A grievance is defined as the alleged breach of a specific provision in this Agreement.
112

113 **Note:** An employee who has a complaint must take up the complaint with Chief of Police in writing
114 before he/she can process the complaint as a formal grievance. The Chief of Police shall give his/her
115 written answer within ten (10) business days. It is anticipated that nearly all complaints can be resolved
116 informally without grievance.
117

118 Each grievance must be submitted in writing by the Union and must contain a statement of the facts
119 surrounding the grievance, the provision(s) of this agreement allegedly violated, the relief requested and the
120 extent to which the grievant has sought an informal adjustment of the grievance.
121

122 **Section 2: Procedure**

123 **Step One** – An employee and/or Union representative desiring to process a grievance must file a written
124 statement of the grievance to the Chief of Police no later than ten (10) business days after the employee
125 knew or reasonably should have known the facts on which the grievance is based, and in no case more than
126 ninety (90) days from the occurrence of the act. The Chief of Police shall meet with the employee within
127 ten (10) business days following receipt of the notice and shall give a written decision within ten (10)
128 business days thereafter.
129

130 **Step Two** – If the employee is not satisfied with the decision of the Chief of Police, the employee may file,
131 within five (5) business days following the Chief of Police's decision, a written appeal with the Board of
132 Selectman setting forth the specific reasons why he/she disagrees with the decision. Within twelve (12)
133 business days following receipt of the appeal, the Board of Selectmen shall either issue a written decision
134 or schedule a Hearing. Said Hearing shall be held no later than twenty (20) business days following receipt
135 of the appeal and a written decision shall be rendered within ten (10) business days thereafter.
136

137 **Step Three** – If the employee is not satisfied with the decision of the Town, the Union may file, within ten
138 (10) business days following the receipt of the decision of the Town, a request for arbitration to the
139 American Arbitration Association under its rules and regulations. The decision of the arbitrator shall be
140 advisory only. The arbitrator's decision will be submitted to the Board of Selectmen who, after review, will
141 render a final and binding decision.

142 **Section 3**
143 The cost of arbitration shall be borne equally by the Town and the Union.

144
145 Except for grievances involving suspensions or terminations, the losing party shall pay the cost of
146 arbitration.

147
148 **Section 4**
149 The foregoing time limitations may be extended by mutual agreement of the parties.

150
151 **Section 5**
152 The grievant has the right to be represented at any step of the grievance procedure, as outlined in Section 2
153 of this Article, by a representative of the Union, either a Steward or the Teamster's Business Agent.

154
155 **Section 6**
156 Individuals called as witnesses shall be compensated by the party initiating the request for such service.
157 Compensation will be at their base hourly rate; such compensation will not count towards overtime pay.

158
159 **Section 7**
160 Failure of the grievant to abide by the time limits set out in this article shall result in the grievance being
161 deemed settled based on the last decision made by the appropriate hearing officer on behalf of the Town.
162 Failure of the Town or its representatives to provide a decision at any step of the procedure shall result in
163 the grievance automatically progressing to the next step of the procedure.

164
165 **Section 8**
166 A. No employee covered by this Agreement shall engage in, induce or encourage any strike, work
167 stoppage, sick-in, sick-out, or slowdown or any job action or activity which interferes with the
168 normal operation of the Town or the withholding of services to the Town.
169 B. The Union agrees that neither it, nor any of its officers or agents, national or local, will call,
170 institute, authorize, participate in, sanction or ratify any activity referred to in the paragraph A
171 above.
172 C. In the event of a work stoppage, picketing or any other curtailment by the Union or the employees
173 covered hereunder, the Union, by its officers and agents, shall immediately declare such work
174 stoppage, picketing or other curtailment to be illegal and unauthorized in writing to the employees,
175 and order said employees in writing to stop the said conduct and return to work. Copies of such
176 written notices shall be immediately furnished to the Town. The Union shall do everything in its
177 power to obtain the return to work from said employees.
178 D. In the event of any activity referred to in paragraph A above, any employee(s) participating in it
179 shall be subjected to disciplinary action, up to and including immediate dismissal.
180 E. The Town agrees that it shall not engage in a lockout.

181
182 **ARTICLE 6 - TEMPORARY LEAVE OF ABSENCE**

183
184 **Section 1 – Negotiations/Released Time**
185 Leave from duty with hourly base rate pay shall be granted to members of the Union's Negotiating
186 Committee, who attend meetings between the Town and the Union for the purpose of negotiating the terms
187 of an Agreement while on duty.

188
189

190 **Section 2 – Grievance Hearings**

191 Leave from duty with hourly base rate pay shall be granted to an Officer who files a grievance under
192 Article 5 (Grievance Procedure) for the purpose of attending any Hearing relating to the officer’s grievance
193 provided the Hearing takes place while on duty.

194
195 **Section 3 – Bereavement Leave**

196 Special leave of up to four (4) consecutive days shall be granted to a full time or regular part time
197 employee, paid at the base hourly rate, in the event of the death of his/her:

- | | | |
|-----|--|-------------------------|
| 199 | Spouse | Sister or step-sister |
| 200 | Father | Brother or step-brother |
| 201 | Mother | Child or step-child |
| 202 | Step-parent | Father-in-law |
| 203 | Grandmother | Mother-in-law |
| 204 | Grandfather | Grandchild |
| 205 | Blood relative or ward domiciled in the employee’s household | |

206
207 Under extenuating circumstances, two (2) additional consecutive days without pay may be granted at the
208 discretion of the Chief of Police.

209
210 Special leave of one (1) working day with pay, for the purpose of attending the funeral, shall be granted an
211 employee in the event of death of his/her sister-in-law, brother-in-law, aunt or uncle.

212
213 **Section 4 – Maternity Leave**

214 An employee’s disability due to pregnancy or childbirth is considered in the same manner as any other
215 disabling condition.

216
217 **Section 5 – Military Leave**

218 To foster and encourage service in the United States Military Reserve and the National Guard, the Town
219 will pay any full-time employee who is a member of the United States Military Reserve and the National
220 Guard, the difference between his or her military pay and the employee’s regular weekly straight time pay
221 when on normal annual training sessions for a maximum of two weeks per year. Payment of above stated
222 differentials shall not apply to regular monthly meetings or when the employee enters full-time active duty.

223
224 **Section 6 – Family and Medical Leave Act**

225 Family and medical leave shall be administered in accordance with the Town’s FMLA policy.

226
227 **ARTICLE 7 - PROBATIONARY EMPLOYEES**

228
229 **Section 1**

230 The period following the initial appointment of any employee to a position of permanent status is
231 considered the employee’s probationary period. The employee’s performance will be evaluated by the
232 Chief of Police or the Chief of Police’s designate at the mid-term of such period and *sixty (60) days* from
233 the end of the period. Based upon the evaluations, the Chief will recommend retention or dismissal of the
234 employee to the Board of Selectmen. The dismissal of an employee during the probationary period is not
235 subject to the grievance procedure.

236
237

238 **Section 2**

239 The length of the probationary period shall be as follows:

240 A. Full Time Patrol: 1 Year from date of hire and completion of certification. All new full-time
241 officers must attend the first available PSTC academy class after date of hire unless already
242 certified.

243 B. Part Time Patrol:

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

246 OR

247 An eighteen month period from date of hire, AND

248
249 ii. Completion of required certifications.

250
251 **Section 3**

252 A probationary employee may be discharged from duty at any time the probationary period if the Chief of
253 Police so recommends to the Board of Selectmen and the Board of Selectmen concurs with that
254 recommendation.

255
256 **Section 4**

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

261
262 **ARTICLE 8 - PROMOTIONS AND TRANSFERS**

263
264 **Section 1**

265 Employees promoted to a higher rank or a position occupying a salary range which is higher will, if they
266 fail to satisfactorily complete the probationary period, be returned to their original rank or classification.
267 All seniority which existed at the time of the promotion will be restored and will be available for purposes
268 of "bumping" less senior employees in the original rank or classification.

269
270 **Section 2**

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

274
275 **Section 3**

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

279
280 **Section 4**

281 Promotions within the bargaining unit shall be made from the top qualifying employee within the
282 department. 'Qualifying' employees for promotion to corporal shall be those with at least three years of
283 experience as a patrolman who score at least 70% on a written examination and successfully complete an
284 oral board with the Chief of Police. 'Qualifying' employees for promotion to sergeant shall be those with

285 at least five years as a patrolman and/or corporal who score at least 70% on a written examination and
286 successfully complete an oral board with the Chief of Police.

287
288 **Section 5**

289 An employee, when promoted, will be granted the step on the new range which equals or most nearly
290 exceeds a five percent (5%) increase in pay. A promotion is defined as the selection and appointment of a
291 full-time or part-time employee to a rank/classification bearing a higher starting wage than his/her current
292 rank/classification.

293
294 **ARTICLE 9 - TEMPORARY SERVICE OUT OF RANK**

295
296 **Section 1**

297 Members of the Department covered by this Agreement who are temporarily assigned by the Chief or his
298 designee to assume the duties and responsibilities of a higher rank, or additional job responsibilities,
299 including but not limited to certified field training officer, for a full shift plus a consecutive partial shift(s)
300 shall be entitled to compensation of five percent (5%) higher than the employee's current rate of pay.

301
302 **Section 2**

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

304
305 **Section 3**

306 Members of the Police Department who are assigned such higher rank as described in Section 1 above,
307 shall remain a member of the bargaining unit at the time of his assignment to higher rank as long as his
308 service at higher rank remains temporary.

309
310 **ARTICLE 10 - HOURS OF WORK**

311
312 This article is intended to define the normal hours per day or per week during the term of this agreement.
313 Nothing contained herein shall be construed as preventing the Town from restructuring the normal work
314 day or work week for the purposes of promoting the efficiency of municipal government, from establishing
315 the work schedules of employees, or of establishing part-time positions.

316
317 **Section 1 - Work Schedule**

318 The work schedules shall be assigned as follows:

- 319
320 A. The Chief of Police or his designee will determine which shifts will be included in each shift
321 grouping (e.g., the Chief might decide that Shift Grouping A consists of Sundays 0800-1600,
322 Mondays 0001-1200, Tuesdays 0001-1200, and Wednesdays 1600-0001).
- 323 B. Subject to Article 10(1)(D), full time corporals and full time patrolmen will bid for shift groupings
324 in order of seniority every three months beginning January 1, 2005. However, no full time corporal
325 or full time patrolman may bid for the same shift grouping for more than two quarters per calendar
326 year.
- 327 C. Seniority for purposes of Article 10(1) shall mean the following. For an employee hired on or after
328 July 1, 2004, seniority shall be calculated from the date that the employee was employed as a full
329 time officer by the Town of Sandown. For an employee hired before July 1, 2004, seniority shall be
330 calculated from the date that the employee both was employed as a full time officer by the Town of
331 Sandown and was certified as a full time officer by the State of New Hampshire.

332 D. The Department's scheduling will be left up to the Chief of Police. The Chief will determine who
333 will be scheduled to what shift as he deems to best fit the Department's needs. If there is any reason
334 or need to change scheduling methods (e.g., to change shift groupings), the Chief has the power to
335 schedule whichever way he deems necessary. In cases of emergency circumstances, the Chief can
336 order an officer in or have him held over until the shift is filled. Furthermore, an officer must have
337 at least 10 days prior notice before having an individual scheduling change made by the Chief. A
338 10-day prior notice is not necessary if all officers involved are in agreement on the schedule change.
339

340 **ARTICLE 11 - OVERTIME**

341
342 **Section 1**

343 Police Officers shall be entitled to be paid at the rate of one and one-half times their respective regular
344 hourly rates for hours worked in excess of forty (40) in a work week.. An employee shall receive approval
345 from his/her supervisor prior to working overtime on the employee's scheduled shift. In the event an
346 employee is actively engaged in a traffic stop, or in the process of a police operation, such notification shall
347 be made as soon as it is safe to do so.
348

349 **Section 2**

350 Hours not actually worked and hours spent on outside or private details shall not be included for the
351 purpose of computing overtime compensation.
352

353 **Section 3**

354 No employee shall be relieved of duty during the regular shift hours in his/her basic workweek in order to
355 compensate or offset overtime hours worked or anticipated unless he/she agrees to be so relieved.
356

357 **Section 4 - Callbacks**

358 Any employee covered by this Agreement who has been called back to work during his/her off-duty time
359 after being dismissed shall be guaranteed a minimum of four (4) hours pay, except where an employee has
360 been called back because he/she has not fulfilled all required duties. The Town may likewise not relieve an
361 employee from normal duty to offset the receipt of call back pay. The employee shall be allowed to leave
362 immediately upon completion of the work which he was originally called to perform.
363

364 Any employee called back from an approved vacation under emergency situations, as determined by the
365 department head or designate, shall be eligible to have their portion of vacation time that was cut short used
366 in computing the eligibility for overtime.
367

368 **Section 5 – Filling of Shifts**

- 369 a. The Chief of Police or his designate will refer to the Detail and Scheduling Worksheet
370 for full-time officers. The Chief of Police shall be listed first, the Lieutenant shall be
371 listed second, and the Sergeant shall be listed third in the detail and scheduling worksheet
372 for full-time officers.
- 373 b. The scheduling officer will start at the top of the full time list, contacting those on the
374 list, until the shift is accepted. When the shift is filled, the list will designate the next
375 officer to be called for the next overtime shift. The Chief of Police or his designee
376 records, on the list, that the officers (A) accepted the shift, (R) refused the shift, or (N/A)
377 were not available.

- 378 c. If no full-time officer accepts the shift, the scheduling officer will refer to the Detail and
379 Scheduling Worksheet for part-time officers, and proceed in the same manner as detailed
380 in b) above.
- 381 d. (1). If the shift cannot be filled as detailed in either Section b) or Section c), it may be
382 necessary to request an officer currently working to remain on duty and/or request an
383 officer from an upcoming shift to report early. However, if an officer would exceed the
384 time limits in Section g) if he/she remained on duty or reported early to fill the shift, full-
385 time officers may be called in and required to fill the shift.
- 386
- 387 (2). When full-time officers are called in and required to fill the shift, the scheduling
388 officer will start at the bottom of the full-time list, and will attempt to contact officers by
389 rotating through the list in inverse order of seniority until an officer who does not violate
390 Section g) is called in. When the shift is filled, the list will designate the last officer who
391 was called in and the next officer to be called in. When this procedure next needs to be
392 used, the scheduling officer will start with the officer who was most recently designated
393 as the next to be called in, and will attempt to contact officers by rotating through the list
394 in inverse order of seniority until an officer who does not violate Section g) is called in.
- 395 e. All part-time officers shall be listed on the scheduling worksheet for part-time officers.
396 If a shift normally filled by a part-time officer needs to be filled, the scheduling officer
397 will start at the top of the part-time list, contacting those on the list, until the shift is
398 accepted. When the shift is filled, the list will designate the next officer to be called for
399 the next shift. The Chief of Police or his designee records, on the list, that the officers
400 (A) accepted the shift, (R) refused the shift, or (N/A) when not available. If no part-time
401 officer accepts the shift, the scheduling officer will refer to the detail and scheduling
402 worksheet for full-time officers and proceed in the same manner as detailed in this
403 paragraph. If the shift cannot be filled as detailed in this paragraph, it may be necessary
404 to request an officer currently working to remain on duty and/or request an officer from
405 an upcoming shift to report early.
- 406 f. This section shall not prevent shift swaps.
- 407 g. Notwithstanding the foregoing, no officer shall work more than 12 hours consecutively,
408 except in an emergency as determined by the Chief of Police.

ARTICLE 12 - COURT AND HEARING APPEARANCE

Section 1

413 Any employee covered by this Agreement, required by the Department to testify in Court or Hearing during
414 off-duty hours, shall be entitled to pay at the rate of one and one-half times his/her hourly rate for a
415 minimum of four (4) hours. Such employees shall be paid this amount either by the Court or by the Town
416 or in combination as premium pay for those hours if they do not actually work in excess of 40 hours in that
417 week, or as overtime for those hours if they actually worked in excess of 40 hours in that week. An
418 employee may not receive both premium pay and overtime for the same court or hearing time during off-
419 duty hours. Only the employee's actual hours worked shall be included in calculating overtime.

Section 2

422 Any fee received by the officer directly or indirectly from the Court or administrative agency conducting
423 the hearing will be submitted to the Town, as is current practice.

426 **ARTICLE 13 - HOLIDAYS**

427
428 **Section 1**

429 A. The following days shall be considered holidays for all employees. Full time employees
430 shall receive a normal day's pay. For full-time employees who work on any listed Holiday,
431 double time and a half shall be paid for all hours worked:
432

- | | |
|--------------------------------|-------------------------------|
| 1200 to 0000 on New Year's Eve | Columbus Day |
| New Year's Day | Veteran's Day |
| Civil Rights Day | Thanksgiving |
| President's Day | Day after Thanksgiving |
| Memorial Day | 1200 to 0000 on Christmas Eve |
| Independence Day | Christmas Day |
| Labor Day | |

433 B. All part-time employees are to be paid time and one-half for all hours worked on the above
434 named holidays.
435
436

437 **ARTICLE 14 - VACATION**

438
439 **Section 1**

440 Except for those employees who are discharged, dismissed following an absence without leave or otherwise
441 terminated for just cause, the Town shall grant vacation to its employees. Employees covered by this
442 agreement shall be entitled to accumulate annual vacation time in accordance with the following schedule:
443

After six months to twelve months of continuous service	40 hours
On start of the 13 th month to the 48 th month of continuous service	80 hours
On start of 49 th month to the 96 th months of continuous service	120 hours
On start of 97 th month to the 132 nd months of continuous service	160 hours
Thereafter, starting with the 133 rd month of continuous service	200 hours

444
445
446
447
448
449 Employees shall not accrue vacation leave for any pay period during which they are on layoff or other
450 leave of absence without pay. The vacation year for each full-time employee shall be the 12-month period
451 following the anniversary date of employment of the employee. The 40 vacation hours accrued at the start
452 of the 7th month shall be taken in months 7-12, and vacation hours accrued subsequently shall be taken in
453 the vacation year following accrual.
454

455
456 Regular part-time employees shall be eligible for vacation on a pro rata basis based on hours worked.
457

458 Annual leave is provided for the purpose of rest and recuperation with a view to future service in the best
459 interest of the Town and as such, all employees must take a minimum of one week's vacation annually.
460 There is an 80-hour, non-cumulative cap on the amount of accumulated vacation time an employee may
461 carry over from year to year. Employees who have successfully completed probation will be paid for
462 unused vacation at separation from employment.
463
464
465
466

467 **Section 2**

- 468 A. The department head will determine the annual vacation schedule, taking into consideration the best
469 interests of the Town, the particular needs within the department, and the individual employee.
470 Vacation schedules will be the responsibility of the department head.
471 B. For the first 40 hours of vacation, final request/approval should be completed by April 1st of each
472 year. During the first quarter of each year, a period of not less than 30 days will be established by
473 the Town whereby employees may make application in writing for vacation time off, indicating
474 first, second, and third choices.
475 C. For vacation other than the 40 hours under Section 2(B), final request/approval should be completed
476 by the 10th of the month prior to the month during which vacation is taken, unless otherwise
477 authorized by the department head.
478 D. In the event that more employees apply for time off than can be spared from the job at a given time,
479 Town seniority will be the basis for resolving priority for time off. Each employee will be given a
480 written disposition of his/her request. Approved vacation time off will not thereafter be cancelled
481 or changed without the mutual consent of the Town and the employee.
482 E. An employee who desires his/her annual vacation pay before going on annual vacation must notify
483 his/her department head at least 10 days in advance of his/her last working day.
484 F. If any employee terminates his/her service with the Town, or takes an extended leave of absence,
485 he/she will receive full pay for all accumulated vacation that he/she has not taken. All unused
486 vacation time shall be paid at the employee's regular straight-time base rate of pay when the
487 employee terminates his/her employment. Vacation time on the books, if an employee dies while
488 working for the Town, will be paid to his/her estate.
489

490 **ARTICLE 15 - INJURY AND SICK LEAVE**

491 **Section 1 - Worker's Compensation**

492 Employees who are injured while performing their official duties for the Town of Sandown are eligible for
493 the following Worker's Compensation benefits:

- 494
- 495 A. From the date of injury through week 52 of disability, the employee shall receive no less than 75%
496 of his/her gross pay. Gross pay shall be calculated in accordance with RSA 281-A:15 and the New
497 Hampshire Department of Labor formula as written in 1990.
- 498 B. For those weeks that the employee receives a Worker's Compensation check and that check is
499 greater than 75% of gross pay, the employee shall keep the entire check and the Town shall issue
500 no check to the employee.
- 501 C. For those weeks that the employee receives no Worker's Compensation check or the Worker's
502 Compensation check is less than 75% of gross pay, the Town will issue a separate check for the
503 difference between whatever is received and 75% of gross pay, making deductions for taxes,
504 retirement, FICA, and voluntary deductions approved by the employee.
- 505 D. For any week that the employee receives a Town check and receives a Workers' Compensation
506 check which, in combination with the Town check, exceeds 75% of gross pay, the employee shall
507 repay to the Town all amounts in excess of the amount to which the employee is entitled under
508 Article 15 (1) (B) and (C). If an employee fails to repay the Town, the Town shall have no further
509 obligation to pay the employee hereunder, and the Town may deduct such repayments from the
510 employee's pay.
- 511 E. Prior to receiving any payments from the Town under Article 15 (1), the employee shall sign an
512 agreement to repay the Town for any payments in excess of those to which the employee is entitled
513 under Article 15 (1) (B) and (C). That agreement shall authorize the Town to deduct such
514 repayments from the employee's pay.

- 515 F. A Worker's Compensation claim which results in lost time must be supported by a doctor's
516 statement outlining the nature of disability and if possible the length of the disability. The Town,
517 and/or its Worker's Compensation carrier, retains the right to request updated medical information
518 during the disability.
- 519 G. Prior to returning to work, the employee shall provide a doctor's statement clearing the employee to
520 return to his/her regular duties.
- 521 H. Employees who lose time to a work-related injury may not engage in any outside work of any kind.
522 The Town may require the employee to perform temporary alternative duty or light duty while the
523 employee is unable to return to his/her regular duties.
524

525 **Section 2 – Long-Term Disability**

526 If the Town provides long-term disability to its employees, it shall be offered to union employees on the
527 same basis. Whenever the Collective Bargaining ties a benefit to the Town personnel policy, the Town
528 retains the right to unilaterally change the personnel plan without it being considered an unfair labor
529 practice. The changes will be in effect for both bargaining and non-bargaining unit members.
530

531 **Section 3 – Sick Time and Earned Time**

- 532 1. Forty-eight (48) hours of sick time and 48 hours of earned time per year are authorized for full-time
533 members of the collective bargaining unit. Sick time will accrue at the rate of 0.92 hours per week
534 prior to the January 1 that is or next follows the employee's first anniversary of employment, and
535 thereafter 48 hours of sick time will accrue on January 1 each year. Earned time will accrue at the
536 rate of 0.92 hours per week prior to the January 1 that is or next follows the employee's first
537 anniversary of employment, and thereafter 48 hours of earned time will accrue on January 1 each
538 year. Earned time may not be used before the employee's first anniversary of employment.
539
- 540 2. After three (3) consecutive sick days, it is the responsibility of the employee to present a
541 physician's note that documents the reasons for the absence and fitness to return to work.
542 That note shall be turned in to the Chief of Police on the fourth day. Thereafter, it will be the
543 responsibility of the employee to update the Chief of Police or his designee daily concerning
544 the employee's absence, and to provide such additional physician notes as the Chief of
545 Police or his designee request.
546
- 547 3. Earned time may be used by full-time employees if requested at least 24 hours in advance and
548 approved by the Chief of Police or his designee. Earned time to be used on consecutive work days
549 must be requested and approved at the same time. No fitness for duty note will be required to return
550 from earned time.
551
- 552 4. A non-cumulative maximum of up to 80 hours of combined unused sick time and earned time may
553 be carried over to the next calendar year. (For example, if 44 hours of sick time is carried over, up
554 to 36 hours of earned time may be carried over.)
555
- 556 5. Unused sick time that is not carried over to the next calendar year will be paid out to full-time
557 employees in the second or third week of December. Unused earned time that is not carried over to
558 the next calendar year will be lost and will not be paid out annually. An employee who has
559 successfully completed probation will be paid for unused earned time when the employee
560 voluntarily separates from employment. Unused sick time will not be paid out at separation.
561
562

563
564
565
566
567
568
569
570
571
572
573
574
575
576
577
578
579
580
581
582
583
584
585
586
587
588
589
590
591
592
593
594
595
596
597
598
599
600
601

ARTICLE 16 - HEALTH INSURANCE

Section 1

1. The Town will make available a comprehensive insurance program covering Health, Dental, Vision, and Prescription Drug.
2. (a) Employees shall contribute to the cost of the premium for the health insurance plan offered by the Town (which includes vision and prescription drug coverage) as follows: employees shall contribute 15%, or the same percentage voted by the Board of Selectmen for other Town of Sandown employees (whichever is less).
(b) Employees will pay 100% of the premium for dental insurance.
(c) 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 cost(s).

Section 2

The Town shall maintain all other insurance policies that currently provide coverage to the employees covered by this Agreement.

Section 3

The parties may amend Article 16 during this Agreement if they mutually agree in writing to do so.

ARTICLE 17 - LIABILITY INSURANCE

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

ARTICLE 18 - UNIFORM ALLOWANCE

Section 1

New full-time and part-time officers hired on or after March 14, 2005 will be equipped up to the standard established by the Chief of Police, as set forth below in Table 2 and Table 3, at the time of hire, or as soon as practical thereafter. Should an employee require a replacement for any item listed on Table 2 or Table 3, the employee shall turn in the item to the Chief of Police who shall procure a replacement and provide the replacement item to the employee. The Town shall also reimburse employees for uniform cleaning and maintenance, up to \$400 annually for full-time employees, or up to \$134 annually for part-time employees. This amount will be prorated if the employee does not work a full year. To be reimbursed, the employee must turn in receipts for the cleaning or maintenance performed with his or her timesheet each week.

Table 2 – Uniform Initial Issue for Part-Time Officers	
Quantity	Item Description
1	Hat
1	Hat Badge
1	Hat Band
1	Bulletproof Vest with 2 Carrier + External Carrier & Soft Trauma Plate
2	Short Sleeve Dress Shirts with Patches
2	Long Sleeve Dress Shirts with Patches

1	Black Tie
1	Tie Clip
2 Sets	"SPD" Collar Pins
2 Sets	Badge Number Collar Pins
2 Sets	Name Tags
2 Pair	Pants
1	*Inner Belt
1	*Taser, PT will share one of the rotating Tasers
1	*Taser Holster
1	*Leather Duty Belt Including
1	* Holster
1	* Magazine Pouch
2	* Handcuff Case or strap
1	* Radio Holder
1	* Chemical Irritant Holder with Chemical Irritant Spray
2 Pair	* Handcuffs
1	* Duty Firearm with 3 Magazines
1	Rain Coat
1	Winter Coat
1	Black Military Sweater or Spring Jacket
1 Pair	Black Boots
1 Pair	BDU Pants
1	High Visibility Detail Shirt
1	Short Sleeve Polo Shirt

Table 3 – Uniform Initial Issue for Full-Time Officers	
Quantity	Item Description
ALL	Items in Table 2
2 Pair	Pants
2	Short Sleeve Dress Shirts with Patches
2	Long Sleeve Dress Shirts with Patches
1 Pair	Black Boots

602
603
604
605
606
607
608
609
610
611
612
613
614

Part-time officers promoted to full-time status will receive the items in Table 3 upon their promotion. Officers promoted to higher ranks (e.g., Corporal, Sergeant, etc.) will be provided appropriate patches, gold pins, badges, and name tags by the Town.

Section 2

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

615 **Section 3**
616 The Town will provide bullet proof vests and maintain them in accordance with manufacturer's
617 specifications.
618

ARTICLE 19 - PRIVATE DETAILS

620
621 **Section 1**
622 Private details are those details which are not considered public employment, which are
623 directly supported by local property tax dollars. Grant details are those details which are not
624 considered public employment, which are directly supported by state or federal grants. All
625 details will be paid a minimum of four (4) hours at an hourly rate of \$46.00 in 2021-22,
626 \$47.00 in 2022-23, \$48.00 in 2023-24.
627

628 **Section 2**
629 Private details may be canceled with four (4) hours' notice to the Department by the entity
630 scheduling the detail.
631

Section 3 – Private Detail Assignment

632 a. The Chief of Police or his designee will call full-time and part-time officers on the
633 Detail and Scheduling Worksheet beginning at the top of the worksheet and following it
634 down. The Chief of Police shall be listed first, the Lieutenant shall be listed second, and the
635 Sergeant shall be listed third in the Detail and Scheduling Worksheet for full-time and part-
636 time officers.
637

638 b. When the detail is filled, the list will be designated at the next officer to be called.
639 The scheduling officer records on the list that the called officers (A) accepted the detail, (R)
640 refused the detail, or (N/A) were not available.
641

642 c. If no full-time officer accepts the detail, the designated officer will then refer to the
643 Detail and Scheduling Worksheet for part-time officers, and proceed in the same manner as
644 in b) above.
645

646 d. Each time a new detail is available, the full-time officers will be called first,
647 beginning with the next name on the list.
648

649 e. In the event that the scheduling officer is not on duty, the duty officer will be
650 responsible for filling the detail in the same manner.
651

Section 4 – Grant Detail Assignment

652 a. The Chief of Police or his designee will call full-time and part-time officers on the
653 Detail and Scheduling Worksheet beginning at the top of the worksheet and following it
654 down. The Chief of Police shall be listed first, the Lieutenant shall be listed second, and the
655 Sergeant shall be listed third in the Detail and Scheduling Worksheet for full-time and part-
656 time officers.
657

658 b. When the detail is filled, the list will be designated at the next officer to be called.
659 The scheduling officer records on the list that the called officers (A) accepted the detail, (R)
660 refused the detail, or (N/A) were not available.
661
662

663 c. Each time a new detail is available, full-time and part-time officers will be called,
664 beginning with the next name on the list.

665
666 d. In the event that the scheduling officer is not on duty, the duty officer will be
667 responsible for filling the detail in the same manner.

668
669 **Section 5**

670 Employees are prohibited from working details while being compensated for bereavement, maternity leave,
671 sick leave or disability.

672
673 **ARTICLE 20 - SALARY SCHEDULE**
674

675 **Section 1**

676 Employees working patrol between 1600 and 0000 hours shall be paid a shift differential of fifty cents
677 (\$0.50) per hour for those hours. Employees working patrol between 0000 and 0800 hours shall receive a
678 shift differential of one dollar (\$1.00) per hour for those hours.

679
680 **Section 2**

681 Full-time employees who have completed the degree requirements for an Associate's Degree shall receive
682 an additional fifty cents (\$.50) per hour. Full-time employees who have completed the degree requirements
683 for a Bachelor's Degree shall receive an additional one dollar (\$1.00) per hour. Full-time employees who
684 have completed the degree requirements for a Master's Degree shall receive an additional one dollar ten
685 cents (\$1.10) per hour. If a full-time employee has multiple degrees, he/she will receive the highest
686 applicable degree differential; the differentials will not be compounded.

687
688 **Section 3**

689 See attached Appendix A for salary schedule.

690
691
692 **ARTICLE 21 - LIFE INSURANCE**
693

694 **Section 1**

695 The Town shall provide to all full-time employees covered by this Agreement term life insurance at face
696 value equal to Ten Thousand Dollars (\$10,000). Said insurance policy shall also provide that coverage
697 paid for an employee's accidental death shall be double.

698
699 **Section 2**

700 The Town shall provide to all part-time police officers covered by this Agreement term life insurance at
701 face value equal to Ten Thousand Dollars (\$10,000). Said insurance shall also provide that coverage paid
702 for an employee's accidental death be double.

703
704 **ARTICLE 22 - JURY DUTY PAY**
705

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

711
712
713
714
715
716
717
718
719
720
721
722
723
724
725
726
727
728
729
730
731
732
733
734
735
736
737
738
739
740
741
742
743
744
745
746
747
748
749
750
751
752
753
754
755
756

ARTICLE 23 - RETIREMENT

The Town will enroll full-time employees in the New Hampshire Retirement System to the extent required by State law.

ARTICLE 24 - SAFETY

Section 1

The Town will establish and maintain a 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 participate in a joint labor-management committee for the purpose of establishing a random drug testing program for police officers. The committee shall provide recommendations as a result of testing to the Board of Selectmen no later than December 31st of each year.

ARTICLE 25 - HARASSMENT FOR AGE, RACE, RELIGION, GENDER, ETC.

Section 1

All employees should enjoy a working environment free from all forms of unlawful discrimination, including unlawful harassment for age, race, religion, gender, etc. All unlawful harassment shall be treated as an act of misconduct and will not be tolerated under any circumstances. Any action against the Town alleging discrimination or harassment may be brought in the appropriate administrative or legal forum, or grieved as a breach of this Agreement in accordance with Article 5, but not both.

Definition of Unlawful Sexual Harassment: Unlawful 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 unlawful sexual harassment when:

1. Submission to such conduct is made either implicitly or explicitly a term or condition of employment;
2. Submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting such individual; or
3. 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. Unlawful sexual harassment is not limited to requests for sexual favors in return for job benefits. Unlawful 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 unlawful sexual 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 unlawful sexual harassment:

- 757 A. Any employee who believes that he/she has been unlawfully sexually harassed shall report the
758 incident to their immediate Supervisor. An employee also has the option of reporting an incident to
759 the Board of Selectmen.
760 B. The Board of Selectmen shall conduct, or cause to be conducted, an investigation of the complaint
761 and report the findings within thirty (30) days.
762 C. The Board of Selectmen shall notify the reporting employee of the findings of the investigation and
763 of the corrective action, if any, to be taken by the Town with regard to the offending employee.
764 D. Any corrective or disciplinary action taken shall be consistent with the Agreement.
765 E. In no case, shall an employee reporting an incident of unlawful sexual harassment be subject to
766 adverse employment action unless it is determined through the investigation that the allegation was
767 not based upon fact and that the employee made the allegation with malicious intent or knowing it
768 was false.
769 F. In all cases, aggrieved employees have the right to report any complaint to the State of New
770 Hampshire, Commission for Human Rights, Concord, New Hampshire, 03301.
771

772 **ARTICLE 26 - REIMBURSEMENT FOR USE OF PRIVATE VEHICLE**
773

774 **Section 1**

775 An employee who utilizes his/her private vehicle to conduct departmental business, subject to the approval
776 of the Chief or his designate, shall be reimbursed at the prevailing IRS rate.
777

778 **Section 2**

779 When an employee utilizes his/her private vehicle to conduct departmental business on a day that otherwise
780 would have been the employee's day off, the employee shall be reimbursed for mileage either between the
781 police station and the destination or between the employee's home and the destination, whichever distance
782 is shorter.
783

784 **ARTICLE 27 - EDUCATION ALLOWANCE AND REIMBURSEMENT**
785

786 The Town shall reimburse employees all costs of tuition and books up to \$750 per employee per year for
787 taking job-related courses or courses taken in conjunction with management or police science-related
788 degree programs.
789

790 In order to qualify for reimbursement, the employee must secure prior approval from the Town, and must
791 successfully complete the course with a grade of C or better, "pass" in a pass/fail-class, or "completed" in a
792 non-graded class. Approval to take a course shall not be unreasonably withheld.
793

794 Payment will be made upon submission of verification of completion of course work. There will be no
795 payment of salary for time spent taking college courses.
796

797 If the employee terminates his/her employment within one year after receiving academic reimbursement,
798 he/she will reimburse the Town for the course(s) taken from one year prior to termination, to the date of
799 said termination.
800

801 The Town shall not be required to expend more than \$7,500 in total in any given fiscal year for this
802 program.
803
804

ARTICLE 28- DURATION OF AGREEMENT

The terms of this Agreement shall be effective April 1, 2021 through March 31, 2024.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal this 22nd day of March 2021.

TEAMSTERS LOCAL NO. 633

TOWN OF SANDOWN

By: [Signature]
Title: Secretary/Treasurer

By: [Signature]
Title: Chairman Board of Selectmen

APPENDIX A - WAGE SCHEDULE

2021-24 Wage Schedule

Step	Full-Time Corporal No Degree	Full-Time Corporal Associate Degree	Full-Time Corporal Bachelor's Degree	Full-Time Corporal Master's Degree	Full-Time Patrol No Degree	Full-Time Patrol Associate Degree	Full-Time Patrol Bachelor's Degree	Full-Time Patrol Master's Degree	Part-Time Corporal	Part-Time Patrol
1	\$22.91	\$23.41	\$23.91	\$24.01	\$21.82	\$22.32	\$22.82	\$22.92	\$22.91	\$21.82
2	\$23.48	\$23.98	\$24.48	\$24.58	\$22.37	\$22.87	\$23.37	\$23.47	\$23.48	\$22.37
3	\$24.07	\$24.57	\$25.07	\$25.17	\$22.92	\$23.42	\$23.92	\$24.02	\$24.07	\$22.92
4	\$24.67	\$25.17	\$25.67	\$25.77	\$23.50	\$24.00	\$24.50	\$24.60	\$24.67	\$23.50
5	\$25.29	\$25.79	\$26.29	\$26.39	\$24.09	\$24.59	\$25.09	\$25.19	\$25.29	\$24.09
6	\$25.92	\$26.42	\$26.92	\$27.02	\$24.69	\$25.19	\$25.69	\$25.79	\$25.92	\$24.69
7	\$26.57	\$27.07	\$27.57	\$27.67	\$25.30	\$25.80	\$26.30	\$26.40	\$26.57	\$25.30
8	\$27.23	\$27.73	\$28.23	\$28.33	\$25.94	\$26.44	\$26.94	\$27.04	\$27.23	\$25.94
9	\$27.91	\$28.41	\$28.91	\$29.01	\$26.59	\$27.09	\$27.59	\$27.69	\$27.91	\$26.59
10	\$28.61	\$29.11	\$29.61	\$29.71	\$27.25	\$27.75	\$28.25	\$28.35	\$28.61	\$27.25
11	\$29.33	\$29.83	\$30.33	\$30.43	\$27.93	\$28.43	\$28.93	\$29.03	\$29.33	\$27.93
12	\$30.06	\$30.56	\$31.06	\$31.16	\$28.63	\$29.13	\$29.63	\$29.73	\$30.06	\$28.63
Off-Schedule	3.00% cost of living increase over prior year's wage rate for each employee off-schedule									

823
824
825
826
827
828
829
830
831
832
833
834
835
836
837
838
839
840
841
842

Notes:

1. Each full-time employee hired after April 1, 2012 will be placed at the step which corresponds to his/her years of experience as a full-time police officer for the Town of Sandown or any other municipality, and each part-time employee hired after April 1, 2012 will be placed at the step which corresponds to his/her years of experience as a part-time police officer for the Town of Sandown or any other municipality.
2. Employees will be moved into the next step level on the anniversary of their assignment to their position (i.e., a full-time officer promoted from part-time moves to the next step on the anniversary of his attainment of full-time status, not the anniversary of the original hire date; same for a corporal promoted from full-time officer, etc.)
3. Part-time officers who become full-time officers shall be moved to the full-time pay scale step with the hourly wage rate closest to the officer's part-time pay scale step. At no time is that officer to be paid a lower hourly wage as a full-time officer than he/she was paid as a part-time officer, not including shift differentials or other incentives.

IMPORTANT NOTICE

ALL MEMBERS ARE URGED TO CONTACT THE LOCAL UNION OFFICE IMMEDIATELY UPON THE FOLLOWING:

- A Change in Name
- A Change in his/her home address
- Desire to change beneficiaries through the following offices:

Local Union Office
Health Insurance Office
Pension Fund
Credit Union Office

- Termination of Employment

WITHDRAWAL CARD

A member may request a Withdrawal Card immediately upon termination of employment. A member may request a Withdrawal Card if he/she is temporarily out of work due to workers' compensation, off-the-job injury or sickness, or a lengthy leave of absence.

Failure to request a Withdrawal Card for any of the reasons above, could put you in delinquent status and possibly pay re-initiation fees.

Teamsters Local Union 633
53 Goffstown Road, Suite A
Manchester, NH 03102
Tele: (603) 625-9731/Fax: (603) 625-6767