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AS OF THIS DATE

SEPTEMBER 29, 2016

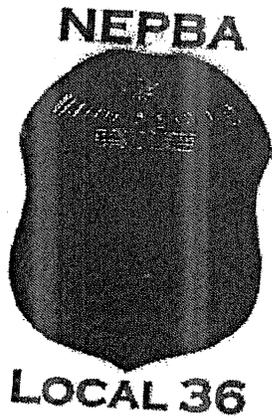
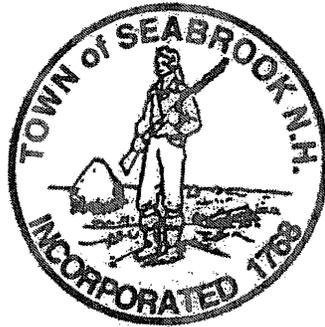
TEAMSTERS LOCAL UNION NO. 633
OF MANCHESTER, NH

WILL BE TAKING OVER THE CONTRACT
FOR
SEABROOK POLICE ASSOCIATION/
NEW ENGLAND POLICE BENEVOLENT
ASSOCIATION (NEPBA), LOCAL 36

CONTRACT TERM:

APRIL 1, 2015 – MARCH 31, 2018

**AGREEMENT
BETWEEN THE
TOWN OF SEABROOK
AND THE
SEABROOK POLICE ASSOCIATION/NEW ENGLAND POLICE
BENEVOLENT ASSOCIATION, LOCAL 36
APRIL 1, 2015- MARCH 31, 2018**



LOCAL 36

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ARTICLE 1

RECOGNITION

- 1.1. This Agreement is entered into between the Town of Seabrook, hereinafter referred to as the "Town", and the Seabrook Police Association/New England Police Benevolent Association (NEPBA) Local 36, hereinafter referred to as the "Union" or the "SPA".
- 1.2. For the purposes of collective bargaining with respect to wages, hours, terms, and conditions of employment, the Town of Seabrook recognizes the Seabrook Police Association/New England Police Benevolent Association (NEPBA) Local 36 as the exclusive representative of all law enforcement officers, not having managerial responsibilities, including all full time patrolmen, sergeants, and civilian aides, as established by the Public Employees Labor Relations Board (PELRB) election, Case #P-0736 and as amended between the parties.
- 1.3. Part-time employees covered by this collective bargaining Agreement shall be entitled to all of its benefits, except those in Articles 15, 16, 18 and 21 which entitlement shall be on a pro rata basis.

ARTICLE 2

NEGOTIATIONS

- 2.1. The Town agrees not to enter into any agreement or contract with its employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void.
- 2.2. No agreement, alteration, understanding, variation, waiver, or modification of any terms or conditions or covenants contained herein shall be made by any employee, or group of employees, within the Town and, in no case, shall it be binding upon the parties hereto, unless such agreement is made and executed in writing and approved by the Town and Association.
- 2.3. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in future enforcement of all terms and conditions herein.

ARTICLE 3

GENERAL

- 3.1. If any provision of this Agreement, or any application of the Agreement, to any employee, or group of employees, shall be found contrary to law and such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, all other provisions or applications will continue in full force and effect. The parties will meet not later than ten (10) days after any such holding for the purpose of renegotiating the provision or provisions effected.
- 3.2. This Agreement shall constitute Town policy for the term of said Agreement and the employer will carry out the commitments contained herein with respect to the employees covered hereunder and give them full force and effect. The employer will amend its administrative regulations and/or policy statements and take such other legal action as may be necessary in order to give full force and effect to the provisions of this Agreement.
- 3.3. No unit member will be disciplined, discharged, deprived of any rights or benefits or denied any professional advantage without "just cause".
- 3.4. The Town and the Union agree not to discriminate against any individual with respect to compensation, terms, or conditions of employment because of such individual's race, color, religion, sex, national origin, age, or physical handicap, except as any of these factors may be bona fide occupational qualifications. Nor shall the Town segregate, or classify employees in any way to discriminately deprive any individual employee of employment opportunities because of race, color, religion, sex, national origin, age, or physical handicap.
- 3.5. The use of the male or female gender of nouns or pronouns is not intended to describe any specific employee, or group of employees, but is intended to refer to all employees in job classifications, regardless of sex.
- 3.6. While working full time for the Town, employees shall refrain from seeking or accepting nomination or election to the office of Budget Committee and/or Selectman. Town employees shall not circulate petitions or campaign literature for elective town officials, or in any way be concerned with soliciting or receiving subscriptions, contributions, or political service from any person or for any political purpose pertaining to the government of the town. This rule is not to be construed to prevent town employees from becoming, or continuing to be, members of any political organization, from attending political organizational meetings, and expressing their views on political matters or from voting with complete freedom in any election.

ARTICLE 3A

NO STRIKE/LOCKOUT

3A.1 The Union agrees that during the term of this Agreement, neither it, nor its officers, nor members will engage in, encourage, sanction, support, or suggest any:

- a. strikes
- b. slowdowns
- c. Mass absenteeism
- d. Mass resignations

3A.2 The Union agrees not to encourage any secondary boycotts. The Town agrees there will be no lock-outs during the term of this Agreement.

3A.3 In the event that Union members participate in such activities in violation of this provision, the Union shall notify those members so engaged to immediately cease and desist from such activities and shall instruct the members to return to their normal duties.

ARTICLE 4

MANAGEMENT RIGHTS

- 4.1 Except as otherwise expressly and specifically limited by the terms of this Agreement, the employer retains all its customary, usual and exclusive rights, decision making prerogatives, functions, and authority connected with or in any way incidental to its responsibility to manage the affairs of the employer or any part of the employer. The rights of employees in the bargaining unit and the Union hereunder are limited to those specifically set forth in the Agreement, as well as those accorded by law, and the employer retains all prerogatives, functions, and rights not specifically limited by the terms of this Agreement and/or law.
- 4.2 The Town retains all rights and authority to manage and direct its operations and its employees, except as otherwise specifically provided in this Agreement.
- 4.3 Nothing in this Agreement shall be construed to limit the right of a chief, or other ranking officer, to command the department as his judgment directs him in any and all emergency situations, subject to subsequent adjustments in accordance with this Agreement.

ARTICLE 5

ASSOCIATION RIGHTS

- 5.1. There will be no reprisals of any kind taken against any Union member because of his membership in the Seabrook Police Association/NEPBA Local 36 or participation in its activities.
- 5.2. Upon receipt of an individually written authorization by a Union member covered by this contract and approved by the Union president, the Town agrees to deduct from the pay of each Union member so authorized the current Union dues as certified to the Town by the Steward/Treasurer of the Union. Said deduction shall be made weekly provided, however, that if any employee has no check coming to him/her, or if the check is not large enough to satisfy the deduction, then, and in that event, no collection shall be made from said employee for that week. Once each month, the Town shall send the amount so deducted to the Steward/Treasurer of the Union. In no case, will the Town attempt to collect fines or assessments for the Union beyond the regular dues. Should there be a dispute between an employee and the Union over the matter of deduction, the Union agrees to defend and hold the Town harmless in any such dispute.
- 5.3. There will be at least one (1) bulletin board reserved exclusively for Union use at the police station.

ARTICLE 6

DISCIPLINE AND WORK RULES

- 6.1. All suspensions and discharges shall be for "just cause" including, but not limited to, violations of any rules adopted; and written reasons for suspensions or discharge shall be stated in writing to the affected employees within two (2) days of the action.
- 6.2. Employees are required to abide by the terms of this Agreement and to comply with such rules and regulations as the Town may adopt, which are not inconsistent with this Agreement. Should there be any doubt as to the employee's obligations, he shall comply with the rules and then grieve, if he feels he has been wronged, except in those instances where the officer's health and safety are concerned. If the employee is disciplined for failure to comply with the rules and regulations and grieves about the discipline, the issue to be subject to grievance procedure is whether there was compliance. The disciplinary measure stands, should he be found to have violated the rules and regulations or any provision of this Agreement.
- 6.3. A suspended or discharged employee, who believes he was not suspended or discharged for "just cause" must notify the Town in writing within three (3) working days after receiving notification of such action against him or his desire to appeal the suspension or discharge. In such event, such grievance shall then be handled in accordance with the grievance procedure set forth in this Agreement.
- 6.4. All material to be placed in an individual's personnel file shall be dated and a copy given to the individual as soon after the filing as is possible. All discipline infractions placed in an employee's file which are received for an infraction which is less than a suspendable offense shall be purged from the file, if there is no disciplinary offense within the next six (6) months subsequent. All serious offenses (suspension, but less than dismissal) shall be purged from the file if no recurrence of discipline action is received by an employee within an eighteen (18) month period, subsequent to the serious offense.
- 6.5. There shall be only one (1) file pertaining to disciplinary action taken by the Town against an employee provided, however, that the Town reserves the right to keep an identical, duplicate file for its convenience, provided further that each file's contents be treated as equal.
- 6.6. New employees shall serve a six (6) month probationary period and any additional extension under section 6.7 of this article. Prior to the

expiration of the said probationary period, the Town's right to discharge shall remain incontestable by the Union.

- 6.7. The probationary period may be extended up to an additional six (6) months by the town manager, upon recommendation of the police chief, in order for a probationary employee to attend and/or complete the New Hampshire Police Training Academy or in order to provide the employee with an opportunity to improve his performance. Permanent appointment shall be subject to the probationary employee successfully passing the New Hampshire Police Training Academy and passing a complete physical examination, given by a physician designated by the town manager. The Town shall bear the expense of said examination.
- 6.8. The Union recognizes the right of the Town to establish reasonable rules and regulations for the safe, sanitary, and efficient conduct of the Town's business and reasonable penalties for the violation of such rules and regulations. The Town, for its part, recognizes that such penalties must be applied in a fair and equitable manner.
- 6.9. The Town is responsible for meeting safety standards which are considered to be minimum standards required by the Occupational Safety and Health Act of 1970, as well as other federal and state laws. Non-compliance with the Act may result in fine and penalty to the Town.
- 6.10. Proper safety devices shall be provided by the Town for all employees engaged in work where such devices are necessary. Such devices, where provided, must be used as intended.
- 6.11. If a member of the Union deems his vehicle or equipment to be unsafe, he shall notify his superior who, in turn, shall arrange for, or conduct, an appropriate inspection and shall determine whether the vehicle or equipment is safe for use. Notwithstanding anything contained herein to the contrary, no police officer will be required to use any defective motor vehicle, found to be in an unsafe condition, until appropriate repairs are made.

ARTICLE 7

GRIEVANCE PROCEDURE

7.1. DEFINITION

A grievance is defined as an alleged violation, misunderstanding, or misapplication with respect to any employee, group of employees, or the Union that there has been a misinterpretation or an inequitable application of any provision of this Agreement.

7.2. TIME LIMITS

The time limits specified in this Article shall mean calendar days exclusive of Saturdays, Sundays, and holidays. Time limits indicated hereunder are considered maxima, unless extended by mutual agreement. All such agreements to extensions must be in writing.

7.3. GENERAL PROVISIONS

- 7.3.1. The NEPBA Local 36/SPA shall be the exclusive representative of the employee at all levels of the grievance procedure and may use representatives of its own choosing.
- 7.3.2. The Town will make available upon request such pertinent records as payroll, correspondence, and grievance file information to the Union, or other documents pertinent to the processing of a grievance.
- 7.3.3. All documents, communications, or records dealing with the processing of a grievance shall be filed separately from regular personnel files.
- 7.3.4. Responses at all levels of the grievance procedure shall be communicated in writing to the president of the Union or his authorized designee.
- 7.3.5. No grievance in process during the term of this Agreement shall lapse because of the expiration or termination of this Agreement and the grievance shall be handled as if this Agreement were still in effect.
- 7.3.6. Failure at any grievance level to meet or to communicate the decision within the specified time limits to the president of the Union or his designee shall permit the Union president to proceed directly to Level 4.
- 7.3.7. Either party to this Agreement shall be permitted to call employee or other witnesses at each level of the grievance and arbitration procedure.

- 7.3.8. If the grievance involves more than one individual, the Union may initiate such grievance at whatever level the Union deems appropriate, but not beyond level 4.
- 7.3.9. Failure of the grievant to abide by the time limits under each level shall waive the grievance at that level. The time limits for the processing of grievances may be extended by written consent of both parties.
- 7.3.10. All grievances shall be initiated not later than thirty (30) calendar days (notwithstanding the provisions under section 7.2 herein) after the occurrence of the event giving rise to the grievance.
- 7.3.11. Both parties to the Agreement recognize the benefit of resolving all grievances at the lowest possible level and the importance of early and effective communication in this process.
- 7.4.1. Level 1: An employee with a grievance shall present it to his immediate supervisor at the level at which the decision was made giving rise to the grievance. The response to said grievance shall be in writing and shall provide the rationale for the decision within ten (10) days.
- 7.4.2. Level 2: If the grievance has not been resolved to the satisfaction of the grievant(s) and the Union, the Union may, within ten (10) days, present the grievance to the next highest rank above his immediate supervisor (if available).
- 7.4.3. Level 3: If the grievance has not been resolved to the satisfaction of the grievant(s) and the Union, the Union may, within ten (10) days, present the grievance to the chief of police. Within ten (10) days after receiving the grievance, the chief of police shall conduct an investigation, including a meeting with the grievant(s), and provide the rationale for his decision within ten (10) days.
- 7.4.4. Level 4: If the grievance has not been resolved to the satisfaction of the grievant(s) and the SPA, the SPA may, within ten (10) days, present the grievance to the town manager. Within ten (10) days after receiving the grievance, the town manager shall conduct an investigation, including a meeting with the grievant(s) and the SPA. The town manager shall respond to the SPA and provide the rationale for his decision within ten (10) days.

7.4.5. Level 5: If the grievance is not resolved to the satisfaction of the grievant(s) and the SPA, the SPA may, within ten (10) days, submit the grievance in writing to the board of selectmen. Within ten (10) days after receipt of the grievance, the board of selectmen shall meet with the grievant(s) and representatives of the SPA for the purpose of hearing the arguments of the parties involved. Within ten (10) days after said meeting, the chairman of the selectmen shall respond to said grievance and provide the rationale for the board's decision.

7.4.6. Level 6: If the grievance is not resolved to the satisfaction of the SPA, the Union may submit the grievance to arbitration in accordance with the then applicable VOLUNTARY LABOR ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION or an arbitrator selected by the parties. This shall be done within twenty (20) days from the date of the Level 5 response. The arbitrator shall render his decision to the parties within forty-five (45) days of submission of the grievance to arbitration. The arbitrator's decision shall be final and binding on both the employer and the Union. The cost of the arbitration shall be borne equally by the Town and the Union. The arbitrator shall not have the power to add to, subtract from, alter or modify any of the terms of this Agreement.

ARTICLE 8

PROMOTIONS

8.1. The town manager shall provide for promotions to positions covered by this Agreement by competitive examinations which may include a combination of written, oral, and performance tests as a prerequisite to promotion to any position in the department. Such examination shall be administered by a state agency, the New Hampshire Municipal Association, or an organization recommended by the New Hampshire Municipal Association and shall be based, as nearly as possible, on the normal operating procedures of the department and on the knowledge of equipment pertaining to police science. Notice of such examination shall be posted in headquarters at least fifteen (15) calendar days in advance of the date fixed for the examination.

8.2.1. All promotions shall be made from among permanent full time patrolmen provided that:

- a. Members of the department sign up to take the examination during the time period specified in the announcement.
- b. Members of the department taking the examination have obtained a score of a passing grade which will be posted as part of the announcement of the examination, as required in section 8.1, above.

In the event that neither "a" nor "b" occur and no promotion list is thereby established, the town manager shall have the right to appoint a person from outside the bargaining unit.

8.3. The town manager shall establish eligibility lists for promotion to each position upon which list shall be placed the names of successful candidates, in the order of their excellence in the respective examinations. These lists shall be discarded and re-established every two (2) years. Each applicant, who has applied for promotion, shall have added to his examination score, which shall be based on one hundred (100) points, one-half (1/2) point for each completed year of service through the tenth (10th) year to a maximum of five (5) points, provided said applicant has received an initial passing examination score, as enumerated above. The town manager shall promote only a person standing among the highest three (3) of those on the appropriate list for a vacancy. If there are less than three (3) eligible employees on the eligibility list, the employer shall establish a new eligibility list in accordance with the provisions of the preceding section of this article.

- 8.4. Any individual promoted in accordance with the provisions of this article shall serve a six (6) month probationary period in that new position. Such probationary period shall not affect the individual's status as a member of the bargaining unit nor his permanent status in his former position.

ARTICLE 9

TEMPORARY SERVICE OUT OF RANK

- 9.1. Employees covered by this Agreement who are required to assume the duties and responsibilities of any rank higher than their own for a period of at least **two (2)** hours (including, but not limited to, sergeants, lieutenants, deputy chiefs, or chief) shall be compensated at that position's salary, provided said salary is not below the employee's present salary.
- 9.2. For the purposes of section 9.1 above, temporary service out of rank positions to be filled other than on a long term basis shall be given to the senior patrol officer on duty, except for good cause shown.

9.3. TEMPORARY LONG TERM VACANCIES

When a position in a promotional class becomes vacant due to the long term illness or absence of the person permanently filling that position and the police chief and the town manager believe that said position should be filled without delay, the position may be filled in accordance with the established promotional list for a period not to exceed six (6) months or, if no promotional list exists, by a person who meets the minimum job requirements and is qualified to perform the duties of such position.

9.4. PERMANENT VACANCIES

When a position in a promotional class becomes vacant and the police chief and the town manager believe that said position should be filled without delay and no promotional list exists, a person may be selected who meets the minimum job requirements and is qualified to perform the duties of such position. Such appointments shall be made with the due consideration of the police chief and shall be designated as a provisional appointment. A provisional appointment may not exceed thirty (30) days and shall be utilized to test and judge the fitness of the appointee. A person receiving a provisional appointment may be considered for permanent employment provided he/she meets the same qualifying requirements as other applicants for the position, as prescribed by the Town.

ARTICLE 10

PERSONNEL REDUCTION AND SENIORITY

10.1. Definition:

- a. Seniority for all employees covered by this Agreement shall be defined as the period from the date of hire to a full time position with no break in service with the Town and the work covered by this Agreement except as broken, in accordance with the provisions of this article.
- b. In the event that more than one (1) employee was employed on the same date, then the seniority shall be determined according to the grade received on their entrance examination.
- c. For the purposes of a seniority list, all sergeants shall be placed on the seniority list based upon their date of appointment to the rank of sergeant. Such placement shall be ahead of all other officers.
- d. Said list, and all additions or deletions as promulgated, shall be posted in a conspicuous place at the police station for the period of not less than thirty (30) days after the date of the signing of the Agreement. Thereafter, absent objections, said list shall become permanent and in effect, except for additions and deletions as needed.

10.2. Should the employer decide to formally lay off any employee covered by this Agreement, the employee with the least seniority in a class shall be laid off first and rehired in the inverse order of layoff, in accordance with the procedure set forth below. Employees laid off within a class shall have "bumping" rights within other lower classes based solely upon seniority. No new employees shall be hired to any vacancies created by a formal layoff until all employees who have been laid off for twenty-four (24) months or less have been given an opportunity to return to work. Under no circumstances shall an employee covered by this Agreement be laid off or remain in a lay-off status when there is any regular work being performed by any part-time employee.

10.3. In the event of a recall to permanent work after a formal layoff, notices of recall shall be sent by certified or registered mail to such employees who are to be recalled. Such notice of recall shall be sent to the qualified employee's last known address, as shown on the Town records, and a copy shall be sent to the Union. This recall notice shall state the time and date on which the employee is to report back to work. A recalled employee shall be given at least fourteen (14) calendar days' notice, excluding Saturdays and Sundays and holidays to report to work.

In the event a recall is necessary on less than fourteen (14) days' notice and the employee who is to be recalled cannot report to work immediately, then the Town may call upon the laid off employees, either personally or by telephone, until an employee who is qualified and able to return to work immediately is located. In such cases, the qualified employee, able to return to work immediately, shall be given a temporary assignment, not to exceed fourteen (14) days. Employees who were passed over because of their inability to return to work immediately will be given notice to report for work at the end of said fourteen (14) day period.

Qualified employees, who have been given notice to report for work, must, unless confined due to proven illness or injury, make themselves available for such assignment no later than the end of said fourteen (14) day period after the notice has been given, or they shall forfeit such seniority status as they have accrued with the Town. However, should there be no work assignment when the employee does return to work within the fourteen (14) day period set forth herein, then the employee shall retain his seniority status and be entitled to another notice of recall.

- 10.4. All new employees covered by the Agreement shall be hired for a probationary period as enumerated above. Any dismissals of a probationary employee may not be contested by the Union except that the Town may not discharge or discipline for the purposes of evading this Agreement or discriminating against Union members. After the probationary period, such employees shall be placed on their respective seniority list, as of the date of hire.
- 10.5. Seniority shall be broken only by:
- a. discharge
 - b. voluntary quit
 - c. failure to respond to a notice of recall, as specified above
 - d. unauthorized leave(s) of absence
 - e. remaining on layoff for more than twenty-four (24) months

Any employee who is absent because of proven illness or injury shall maintain his seniority for a period of twenty-four (24) months, after which said employee's seniority shall be broken. The Town reserves the right to replace such absent employees with temporary employees after the period of days equal to the injured/ill employee's accumulated sick leave has expired.

An employee injured in the line of duty shall lose his seniority after twenty-four (24) months absence.

ARTICLE 11

TEMPORARY LEAVES OF ABSENCE

- 11.1. Bereavement Leave: Those officers working four (4) ten (10) hour days shall receive three (3) consecutive days off to attend funeral related events for class one (1) family members; those officers working five (5) eight (8) hour days shall receive four (4) consecutive days off to attend funeral related events for class one (1) family members. One (1) day off shall continue to be granted for all class two (2) family members (see 11.2 below). Class one (1) family members include Spouse, Child, Step Child, Mother, Step Mother, Father, Step Father, Brother, Step Brother, Sister, Step Sister, Sister-in-law, Brother-in-law, Mother-in-law, Father-in-law, or anyone else domiciled within the household. The Chief of Police or his/her designee has the discretion to grant further leave if requested.
- 11.2. Special Leave: Special Leave of one (1) working day with pay shall be granted an employee for the purpose of attending the funeral in the event of the death a class two (2) family member including grandchild, grandmother, grandfather, daughter-in-law, son-in-law, aunt or uncle. The Chief of Police or his/her designee has the discretion to grant further leave if requested.
- 11.3. Leave of Absence: An employee of permanent standing may be granted a leave of absence, without pay, by the town manager upon recommendation of the police chief. Such leave of absence shall be granted, not to exceed one (1) year in length, and shall only be granted when it appears that because of the purpose for which the leave is requested, that it is in the best interest of the Town to grant the leave without pay. Upon a granted request for a leave of absence by an employee, it is understood that contractual medical benefits shall not be provided to that employee until such time as the employee is reinstated. An employee appearing for work on the designated date of return shall be restored to the pay and status and benefit levels he/she was at prior to the leave of absence. If an employee does not return to work on the designated date or had not received an extension of the leave by the Town, he/she will be considered to have voluntarily left employment with the Town.
- 11.4. Negotiation Leave: The Town and the Union agree to mutually schedule negotiations. The Union will furnish a list of its negotiators to the Town two (2) weeks prior to negotiations, so that replacements, if necessary, can be hired to replace those negotiators who are on duty during such negotiations. Such on duty negotiators shall be limited to no more than three (3) per bargaining session.
- 11.5. Temporary Leave of Absence: A temporary leave of absence of up to thirty (30) working days per year shall be granted to any permanent employee covered by this Agreement to allow said employee to participate in National Guard and other military reserve activities.

- 11.6. Said employee shall receive the difference between his base police pay and his military pay from the Town.
- 11.7. Personal Leave: A temporary leave of absence of up to three (3) working days, either consecutive or non-consecutive per year shall be granted to any employee who applies for same. Said leave is to be non-cumulative.
- 11.7 Jury Duty: An employee who is summoned and reports for jury duty, as prescribed by applicable law, shall be paid by the Town an amount equal to the difference between the amount of wages the employee otherwise would have earned by

working during straight-time hours for the Town on that day and the daily jury duty fee paid by the court or agency (not including travel allowance or reimbursement of expenses), for each day on which he otherwise would have been scheduled to work for the Town.

In order to receive payment, an employee must give the Town prior notice that he has been summoned for jury duty and must furnish satisfactory evidence that he reported for or performed jury duty on the days for which he claims such payment.

ARTICLE 12

EDUCATION PROGRAM

- 12.1. The Town and Union recognize the value of continuing education for public safety personnel.
- 12.2. To encourage such continuing education, the Town agrees to pay employees who have obtained advanced education status as follows:
- | | |
|-------------------|------------|
| 30 Credit hours | \$280.00 |
| Associates Degree | \$500.00 |
| Bachelor Degree | \$1,000.00 |
- Such payments shall be made annually in a separate pay check on July first of each consecutive year.
- 12.3. In addition to the stipends listed in section 12.2. above, each employee shall be reimbursed for one hundred (100%) percent of the actual course tuition for all courses job related and/or core courses successfully completed in an accredited program, which, when completed, will award a qualifying degree as defined in section 12.4 of this article, up to a maximum of Two Thousand (\$2,000.00) Dollars per year per person. The parties agree that qualification for this payment shall be as follows:
1. Any grade of (A) or (B) shall receive 100% reimbursement
 2. Any grade of (C) shall receive 50% reimbursement
 3. Any grade below (C) shall not be entitled to reimbursement
- 12.4. For the purpose of this article, qualifying degrees and/or credits, are those which relate to any degree program and authorizing one degree in each category (ie: associates, bachelors, masters).
- 12.5. Reimbursement for employee expenditures under the provisions of 12.3. shall be made within ninety (90) days of submission to the Town.
- 12.6. Employees intending to utilize the provisions of the reimbursement article shall notify the Town of their intentions by **August 12th** of the previous year in order to allow the Town to budget for such expenditures.

ARTICLE 13

HOURS OF WORK

13.1. Normal work week for all employees covered by this Agreement will consist of:

a. PATROLMAN:

An average forty (40) hour week based upon the current schedule of four (4) ten (10) hour days on, three (3) ten (10) hour days off.

b. SERGEANTS:

An average forty (40) hour week based upon the current schedule of four (4) ten (10) hour days on, three (3) ten (10) hour days off.

c. CIVILIAN AIDES:

A forty (40) hour week based upon five (5) eight (8) hour days.

d. OTHERS:

Youth Services Officer, Court Officer, Detective:

A flexible schedule adaptable to the position, based upon an average forty (40) hour work week.

13.2. EXTENDED, CONSECUTIVE HOURS ON SHIFT

In recognition of the fatigue factors associated with extended consecutive hours on shift, and in order to protect the health and safety of officers, and the public;

- a. Any officer who works two (2) consecutive shifts and in the process exceeds sixteen (16) hours of consecutive time on duty may not return to duty until eight (8) hours have elapsed since he finishes working the second shift.
- b. The chief of police or his designee may create exceptions to the policy stated in paragraph a. of this section when the interests of the department and the public require such an exception. The chief of police hereby designates shift supervisors to create exceptions to the policy stated in paragraph a. of this section.

- c. No employee shall physically work more than eighty (80) hours per week unless in the opinion of the police chief the need exists and this is including private details. The chief shall have the right to waive the provisions of this section to ensure the department has proper representation for court appearances. This article shall not conflict with article 15, Court Appearances, or with special detail work.
- 13.3.1. The current work shift rotations for sergeants and patrolmen shall continue during this Agreement provided, however, that the Town reserves the right to institute temporary shift changes for such reasons as health considerations.

ARTICLE 14

OVERTIME

14.1.1. Employees covered by this Agreement shall be paid at a rate of one and one-half (1 ½) times their base hourly rate of pay for all time actually worked, including all paid leave, except sick leave and holidays, over the regularly scheduled work week.

14.1.2. Compensatory (Comp)Time:

1. "Compensatory Time" may be earned and accumulated for later use, but not to exceed 40 hours.

2. "Compensatory Time" may be earned at the same compensation rate as cash payment, i.e.: one (1) hour equals one and one-half (1-1/2) hours-compensatory time. If an Officer requests compensatory time, the Department has the discretion to award compensatory time or overtime. The Department will not require an officer to take Compensatory Time in lieu of overtime.

3. During the period from Memorial Day to Labor Day Compensatory Time may be accrued but may not be used.

4. The use of Compensatory Time shall be subject to approval in accordance with the guidelines of Annual Time.

5. Unused Compensatory Time as of December 31 shall be "rolled over" for use during the subsequent year.

14.2. It is agreed that private duty details are not subject to these overtime provisions.

14.3. An employee covered by this Agreement who was called back to work shall receive a minimum of three (3) hours pay, at the rate of one and one-half (1 ½) times the base hourly rate of pay for the work for which he was called back. This section applies only when call back results in hours which are not annexed consecutively to one end, or the other, of the work shift. This section does not apply to scheduled overtime, call back times annexed to the beginning of the work shift, nor to hold-over time annexed to the end of the work shift, nor to court and hearing appearances.

14.4 FILLING OF ANTICIPATED VACANCIES: All such vacancies shall be filled in accordance with the following procedure, which shall provide for full rotation of the list for anticipated vacancies:

- a. The seniority list (listing sergeants first) for employees shall be called at least once a week, in a rotating manner, starting with the employee with the most seniority being called first. Each employee shall be offered his choice of one (1) shift each until all such temporary vacancies have been filled.
- b. Thereafter, all remaining shifts shall be posted by the department from Sunday evening through Wednesday evening of each week to allow all unit members to sign up for such work. If more than one (1) unit member desires a particular assignment, seniority shall prevail, provided each officer is allowed his choice of one (1) shift until all unit members have had the opportunity to use this selection method. Then, the Town may fill the remaining shifts as needed.
- c. The Town will attempt to ensure that overtime is distributed among unit members in an equitable manner (provided that the record keeping system equates a "refusal" to be synonymous to an "acceptance" for the purposes of equalization).
- d. Establish a summer Beach patrol shift schedule that will be staffed by full-time Officers first. All open shifts will be filled (called) for the period of Memorial Day to Labor Day. All scheduled beach patrols budgeted for by the Chief and not filled by full-timers will be filled (called) by part-time officers.
 1. Beach patrol shifts shall be posted on Fridays. Part-time officers shall have their choice to select one shift per week.
 2. The beach patrol shift list shall remain posted until Wednesdays. Full-time officers shall have their choice to each select one shift per week on a rotating basis by seniority, utilizing the Sunday call list.
 3. Any unfilled beach shifts shall then revert to the beginning of the process (step 1) until all shifts are filled.
- e. Dispatch Overtime: When vacancies in the Communications Center are unfilled by dispatchers, full-time Officers shall be offered the overtime, first, then offered to part-time Officers.

14.5 FILLING OF UNANTICIPATED VACANCIES

All such vacancies shall be filled in accordance with the following procedure:

The seniority list (listing sergeants first) shall be called and the employee with the most seniority shall be called first each week. Thereafter, if the list is to be utilized again in

the same week, the employee next in line to be called when the use of the list stopped shall be called first. Each employee will be offered his choice of one (1) shift each, until all such temporary vacancies have been filled, or refused.

ARTICLE 15

COURT AND HEARING APPEARANCES

- 15.1. 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 pay at the officer's overtime rate regardless of the number of hours the officer has worked during that pay period.
- 15.2. That each hour over four (4) in which the officer is required to be in attendance at court or hearing shall be paid at the officer's overtime rate regardless of the number of hours the officer has worked during that pay period.
- 15.3. That said court appearance and hearings will be limited to those directly related to the officer's employment as a police officer and shall not include appearances for union related matter unless ordered to be present by the Town.
- 15.4. Any employee covered by this Agreement, required to attend any court of law or administrative hearing outside the Town of Seabrook, except the district court in Hampton, or required to use his own motor vehicle for any job related purpose, shall be compensated at the federally applicable mileage allowance of that date for actual miles driven with his private vehicle, if no department vehicle is available.
- 15.5. Jury Duty – See Article 11, Section 7.

ARTICLE 16

HOLIDAYS

16.1. The following dates shall be considered paid holidays:

New Year's Day	Labor Day
Washington's Birthday	Columbus Day
Fast Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

And any other day proclaimed a holiday by the Town.

16.2. In lieu of payment for each holiday, all employees covered by this Agreement shall receive two (2) additional weeks' pay (plus an additional day's pay for each day proclaimed a holiday by the Town) in two (2) separate checks made payable, one, on the first pay period of July and, the other, on the first pay period of December, whether the employee has worked the holidays or not. These holidays will be based on a ten (10) hour work day, a guarantee of 50 hours for the week.

16.3. Upon the effective date of this Agreement (April 1, 2015) one (1) "floating" Holiday shall be granted to all employees.

ARTICLE 17

VACATION

- 17.1. Vacation shall be earned in accordance with the following schedule:
- | | |
|--|-----------|
| Through five (5) years of service | 110 hours |
| After five (5) through ten (10) years of service | 140 hours |
| After ten (10) through twelve (12) years of service | 150 hours |
| After twelve (12) through twenty (20) years of service | 160 hours |
| After twenty (20) years of service | 200 hours |
- 17.2. Unused vacation leave may be carried over to the next calendar year by the employee, provided that:
- No more than one and one-half (1 ½) times the total allowable vacation leave may be carried over (i.e., one hundred sixty-five (165) hours through five (5) years of service; two hundred ten (210) hours after five (5) years of service; two hundred twenty-five (225) hours after ten (10) years of service; two hundred forty (240) hours after twelve years of service).
- 17.3. Any vacation choices shall be made as much as possible on the basis of seniority and must be made at least one (1) week prior to the taking of any such vacation. Approval of vacation leave shall not be unreasonably withheld.
- 17.4. All vacation leave shall be earned on a pro-rated monthly basis. However, one-half (1/2) of the yearly leave may be taken as of January 1 of each calendar year and the remaining leave may be taken as of July 1 of that year.
- 17.5. Upon retirement or resignation an employee shall receive payment for the number of days of annual leave to his or her credit on a pro rata basis. In the event of the death of an employee, unused annual leave shall be paid to the employee's spouse, beneficiary or estate in that order or to a person designated in writing by the employee.

ARTICLE 18

WORKMAN'S COMPENSATION INSURANCE

- 18.1. The Town shall provide Workmen's Compensation Insurance for all employees covered by this Agreement.
- 18.2. When an employee is absent from duty as a result of a personal injury or illness arising out of and in the course of his employment, the following shall apply:
 - a. For the first two (2) months of Workmen's Compensation coverage, the injured employee may use his accumulated annual and/or sick leave on a pro rata basis, in order that the injured employee receive his full net pay.
 - b. After the first two (2) months coverage, in accordance with paragraph "a" above, the injured employee shall be paid his full, net pay, less the amount of Workmen's Compensation. Payments made under the provisions of this paragraph shall not be charged to the employee's annual/accrued sick leave.
 - c. After four (4) months of coverage, in accordance with the provisions of paragraphs "a" and "b" above, the town manager shall the right to re-evaluate the extent, permanency, and appropriateness of the employee's injury.
- 18.3. The Town will provide each employee covered by this Agreement with a term life insurance policy with accidental death and dismemberment features in the total amount of fifty thousand (\$50,000.00) dollars.
- 18.4. The Town will provide short-term twenty-six (26) weeks disability income protection for unit employees, at no cost to the employee, for all non-occupationally incurred disabilities. Said level of benefits shall be two-thirds (2/3) of the employee's weekly earnings to a maximum of five hundred (\$500.00) dollars per week in accordance with the terms of the carrier.
- 18.4a. The Town will provide long term disability insurance for unit employees, at no cost to the employees, for all non-occupationally incurred disabilities. Said level of benefits shall be sixty (60%) percent of basic monthly earnings to a maximum of six thousand (\$6000.00) dollars per month in accordance with the terms of the carrier.

ARTICLE 18A

HEALTH AND DENTAL INSURANCE

18A1. The Town will offer the following primary health insurance plan for the union.

A. Lumenos

i. New Employees: All Employees hired after April 1, 2015 shall pay Twenty (20%) percent of the health insurance premium. The Town shall pay Eighty (80%) percent. Deductible contributions shall remain consistent with existing employees.

ii. Existing Employees:

a. Co-Insurance: Shall be paid by the Employee to the Town divided between each pay period throughout the month. Employee contribution shall be paid with pre-tax dollars, if elected by the employee.

FY2015-2016 Employee pays flat \$100.00 per month for Family/Two-person Plan
Employee pays flat \$25.00 per month for Single Plan

FY2016-2017 Employee pays flat \$150.00 per month for Family/Two-person Plan
Employee pays flat \$50.00 per month for Single Plan

FY2017-2018 Employee pays flat \$200.00 per month for Family/Two-person Plan
Employee pays flat \$75.00 per month for Single Plan

b. Lumenos Deductible (Town/Employee Split):

<u>FISCAL YEAR</u>	<u>TOWN'S DEDUCTIBLE HSA CONTRIBUTION</u>	<u>EMPLOYEE'S DEDUCTIBLE CONTRIBUTION</u>	
FY2015-2016	\$5,000.00 – HRA	\$0.00	Family/Two-person Plan
FY2015-2016	\$2,500.00 – HRA	\$0.00	Single Plan
FY2016-2017	\$5,000.00 – HSA	\$0.00	Family/Two-person Plan
FY2016-2017	\$2,500.00 – HAS	\$0.00	Single Plan
FY2017-2018	\$4,000.00 – HSA	\$1,000.00	Family/Two-person Plan
FY2017-2018	\$2,000.00 – HAS	\$500.00	Single Plan

c. It is the responsibility of the employee to set up their own Health Savings Account (HSA) and provide that information to the Town.

- d. The Town shall "frontload" their portion of the annual HRA/HSA deductible contribution upon the effective date of this Agreement.
 - iii. The deductible for the Lumenos Plan shall be \$2,500 for a single plan and \$5,000.00 per two-person and family plan(s).
 - B. Other Anthem Products: Offer all three Anthem products to existing employees (or new if Town so chooses). As specified on Municipal Association Description of Benefitsheet.
2. All new hires after the effective date of this Agreement shall only be offered Lumenos as their health insurance plan.
3. Other Anthem Products: The Town shall offer all three Anthem products to existing employees (or new if Town so chooses). As specified on Municipal Association Description of Benefits sheet. If the Employee elects to take one of these plans then the Town shall pay the premium not to exceed the actual premium rate of the Lumenos plan of which the Town is responsible as described within this agreement.
- 18A.2 Health Insurance Buyout: In the event a unit employee has health insurance coverage outside the TOWN, the TOWN shall pay a stipend equal to fifty percent (50%) of the premium amount for the Lumenos Plan exclusive of the yearly deductible amounts paid by the Town through HSA accounts, based on the coverage (family, two person or single) that the employee would have otherwise been eligible to receive. The aforementioned stipend shall be paid bi-annually at the first pay periods in June and December of each year. To be eligible the employee must show proof of said coverage upon request of the TOWN. This stipend will be considered income for tax purposes and shall be included in overtime pay and retirement calculations (as may be applicable). Employees who lose outside health insurance coverage due to divorce, death or employment separation will be allowed back onto the TOWN's insurance plan in accordance with the terms of the carrier, provided, however that stipend payments shall cease when coverage begins. Employees whose health insurance coverage level eligibility changes shall have the stipend amount adjusted as of the pay period immediately following the change in eligibility.

18A.3 The Town will continue to provide a general liability insurance policy for all employees covered by this Agreement and, in addition, will provide a so-called police liability package with coverage in the amount of one hundred thousand/three hundred thousand (\$100,000.00/\$300,000.00) dollars. Additionally, the Town agrees to provide an "umbrella policy" in the amount of at least one million (\$1,000,000.00) dollars.

18A.4 An on-duty employee who administers a fatal, or a potentially fatal wound, or who is an actor in the death of a civilian must seek counseling within a reasonable period of time following the incident. Said counseling shall be provided by the Town.

18A.5 Dental Insurance: The Town shall provide, at no cost to the employee, dental insurance for him/her and his/her dependents. Such insurance shall provide a level of benefits at least equal to those set forth in schedule below:

MetLife Dental: Town pays 100% of the premium for all employees.

18A.6 In the event that an officer dies while on duty, or as a result of injuries sustained while on duty, the Town agrees to continue to provide the officer's spouse and dependent children with the insurance coverage outlined in this article on the same basis as if the officer were alive and employed by the Town. Such insurance coverage shall continue for each individual dependent child until that child reaches the age of eighteen (18) years, marries, or becomes otherwise emancipated. Such coverage shall also continue for the spouse for so long as he/she remains unmarried or obtains insurance coverage under Medicare, etc.

ARTICLE 19

SICK LEAVE

- 19.1. Any employee covered by this Agreement shall be entitled to one hundred and ten (110) hours of sick leave per year, granted as of the first (1st) day of the fiscal year.
- 19.2. In order to be paid for sick leave, an employee must notify the department of his absence at least one (1) hour before the start of his regular work shift, unless physically unable to do so. Failure to do this will result in forfeiture of pay.
- 19.3. An employee returning from sick leave exceeding three (3) work days may be required to supply a physician's statement (at Town expense) certifying that he is physically able to return to his normal duties.
- 19.4. Unused sick leave will accumulate from year to year up to a maximum of eight hundred (800) hours, effective upon the ratification of this Agreement.
- 19.5. Each employee shall receive, no later than January 2 of each calendar year, a written notice which sets forth the amount of sick leave he has accumulated to that date.
- 19.6. Each employee shall be entitled to have added to his accrued sick leave, **twenty (20)** hours of additional sick leave "subsequent" to any year in which the employee uses less than **sixty (60)** hours of sick leave.
- 19.7. Upon resignation or retirement after ten (10) years of employment with the Town, the Town shall pay to each officer an amount representing fifty (50%) percent of each officer's then unused accumulated sick leave and increase retirement buy out to fifty (50%) percent.
- 19.8. Each employee may request, and the Town shall pay on an annual basis, an amount representing fifty (50%) percent of their unused accumulated sick leave.

ARTICLE 20

UNIFORM ALLOWANCE

- 20.1. All permanent full time employees covered by this Agreement shall be paid an annual uniform allowance in the amount of seven hundred (\$700.00) dollars.
- 20.2. New employees shall receive, upon successful completion of the police training academy, an initial uniform allowance of six hundred (\$600.00) dollars.
- 20.3. The Town will establish and maintain a fund to purchase and replace all foul weather gear and cold weather jackets as necessary, which property will be maintained by the employee and returned upon his retirement, dismissal, or other termination from the department. In accordance with this section the Town will also provide boots as approved by the town manager in consultation with the police chief, effective upon ratification of the Agreement, re: 1992.
- 20.4. The Town will provide working portable radios and flashlights for each employee actually working on a shift.
- 20.5. WEAPONS: The Town recognizes the need to uniformly equip police officers with modern service weapons. The Town shall furnish modern firearms to all officers at no cost to the employee. Said weapons shall remain the property of the Town.

ARTICLE 21

PRIVATE DETAILS

- 21.1. All private details are defined as any assignment which is consumer paid.
- 21.2. All private details shall be filled by calling the list of all unit members, allowing each member to choose one (1) assignment until all such details have been filled.
- 21.3. All private details shall be compensated on the basis of four (4) hour minimum.
- 21.4. In addition to the pay schedules listed below any details involving the consumption of alcohol shall be compensated by an additional ten (10%) percent per hour.
- 21.5. An employee who signs up for, or who otherwise agrees to take a private detail, shall work said detail unless specifically excused by the Chief of Police for good cause or unless an employee cancels said detail prior to forty-eight (48) hours of said detail. An unexcused failure to work a detail shall subject the employee to being excluded from the call list for the next two (2) work weeks or the next two (2) times the list is called, whichever comes first.
- 21.6. The following compensation shall apply:

\$40.00
- 21.7. To establish penalty of four (4) hours for a contractor who doesn't provide at least twenty-four (24) hours of notice if the detail is to be cancelled. This will be based on a pre-payment system, as the Town will not be responsible for the payment.
- 21.8. Employees if required to use their own personal vehicle for a private detail shall be compensated at the rate of \$7.50 per hour.
- 21.9. The aforementioned amounts are exclusive of the Town Administrative Fee charged to parties requesting private details.

ARTICLE 22

FTO ALLOWANCE

- 22.1. Establish a FTO allowance of .50 cents per hour based on being certified and only while providing the training.

ARTICLE 23

WAGES

- 23.1. The salaries for sergeants, patrolmen and civilian aides will be adjusted as follows:
- 23.2 Doffing and Donning Pay: All employees will receive one (1) hour pay per week at straight time to cover time spent "Donning and Doffing" uniforms and equipment.
- A. FY2015-2016 (April 1, 2015) – SEE ATTACHMENT "A" (\$0.50 P/H increase).
- B. FY2016-2017 (April 1, 2016) – SEE ATTACHMENT "A" (\$1.00 P/H increase)
1. It is agreed upon that the existing 30 year step scale shall be replaced in FY2015-2016 and FY2016-2017 with a condensed version. The existing scale has no mechanism in place for advancement through the steps and the elevation between the steps. The new Step plan for years FY2015-2016 and FY2016-2017 is a compressed plan averaging out the pay in five (5) year increments. Members of the bargaining unit shall be "plugged" into the appropriate step based upon their years of service, except for those in Step 1, they shall commence at Step 2..
 2. In FY2015-2016 a \$.50 per hour wage increase is calculated in.
 3. In FY2016-2017 members of the bargaining unit shall be plugged into the appropriate step based upon their years of service. Those employees who were elevated to Step 2 in FY2015-2016 shall remain in Step 2 until FY 2017 (April 1, 2017) where they shall be plugged into their appropriate position within the re-introduced 30 year Step Plan.
 4. In FY 2016-2017 a \$1.00 per hour wage increase shall be calculated into the FY2015-2016 hourly wage.
- C. FY2017-2018 (April 1, 2017) – SEE ATTACHMENT "B" (Institute new 30 year Step Scale includes \$1.50 P/H increase in year 3).

On April 1, 2017, the 30 year step plan shall be re-introduced with a guaranteed annual step increase for all members of the bargaining unit on their anniversary date. The step shall be applied whether in or out of contract. A \$1.50 hourly wage increase is applied from FY2016-2017 into the FY2017-2018 step plan. At the beginning of FY2017-2018 (April 1, 2017) all members of the bargaining unit shall be plugged into the appropriate step based upon their actual years of service.

- D. Yearly Physical Fitness Testing – All exempt employees may participate on a voluntary basis. Should they pass all requirements set forth by the NHPSTC, those participating shall receive 5 hours of time off added to their bank.

April 1, 2015 (FY2015-2016)

Patrolmen	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
YEARS	0-5	5-10	10-15	15-20	20-25	25-30	30+
	\$23.00	\$25.50	\$26.50	\$27.50	\$28.50	\$29.50	\$30.50

Sergeants	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
YEARS	0-5	5-10	10-15	15-20	20-25	25-30	30+
	\$27.00	\$28.00	\$28.50	\$29.50	\$30.50	\$31.50	\$32.50

April 1, 2016 (FY2016-2017)

Patrolmen	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
YEARS	0-5	5-10	10-15	15-20	20-25	25-30	30+
	\$24.00	\$26.50	\$27.50	\$28.50	\$29.50	\$30.50	\$31.50

Sergeants	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
YEARS	0-5	5-10	10-15	15-20	20-25	25-30	30+
	\$28.00	\$29.00	\$29.50	\$30.50	\$31.50	\$32.50	\$33.50

ARTICLE 24

ICMA RETIREMENT

- 24.1. Allow for participation in the ICMA retirement system with no contribution by the Town.

ARTICLE 25

DURATION OF AGREEMENT

25.1. This Agreement shall be in full force and effect from April 1, 2015, through midnight of March 31, 2018, and shall continue from year to year thereafter, unless written notice of the desire to cancel or terminate the Agreement is served by either party, upon the other, at least ninety (90) days prior to the date of expiration.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 27th day of March, 2015.

Witness:

Kelly J. O'Connor

Town Manager

William M. Manzi, III

Witness:

Kelly J. O'Connor
(to all signatures)

Board of Selectmen

Raymond Smith
Raymond Smith, Chairman

Aboul B. Khan
Aboul B. Khan, Vice-chairman

Theresa A. Kyle
Theresa A. Kyle, Clerk

Witness:

Kellie A. Brown
(to all signatures)

SPA/NEPBA, LOCAL 36

Keith Dietenhofer
Keith Dietenhofer, President

Michael Titone
Michael Titone, Vice President

Scott Mendes
Scott Mendes, Committee Member

James Deshaies
James Deshaies, Committee Member

Jason Allen
Jason Allen, Committee Member

Stephen J. Arnold, Sr.
Stephen J. Arnold, Sr., NEPBA
Chief Negotiator - State Director

Record and recorded
April 1, 2015
12:12 PM
Kellie Brown
Deputy Tour Clerk