

COLLECTIVE BARGAINING AGREEMENT

THE TOWN OF WINDHAM

AND

NEPBA, LOCAL 213, WINDHAM POLICE

APRIL 1, 2011 TO MARCH 31, 2017

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Article 1
AGREEMENT

This Agreement between the Town of Windham, New Hampshire (hereinafter called the "Town"), and the NEPBA, (hereinafter called the "Union"), is made and entered into on this 1st day of April 2014.

Article 2
PURPOSE

The purpose of this Agreement is to set forth agreements reached between the Town and the Union with respect to wages, hours and other terms and conditions of employment for employees in the bargaining unit described in the Recognition clause.

Article 3
RECOGNITION

1. The Town recognizes the Union as the exclusive bargaining agent for the following regular permanent members of the Town's Police Department:

Corporals
Patrolmen
Dispatchers
Sergeants

2. Excluded from recognition or coverage under this Agreement are the Chief of Police, Captain, and the Secretary.
3. It is specifically agreed by the parties hereto that the terms of this Agreement shall apply only to those employees in the Bargaining Unit set for in Section 1 of this Article.

Article 4
DEFINITIONS

1. Employees, as hereinafter used, refers to members of the unit.

Article 5
NON-DISCRIMINATION

The Town and the Union agree not to discriminate against a member of the unit because of race, creed, color, sex, age, religion, national origin or membership or non-membership in the Union.

Article 6
UNION BUSINESS

1. The Union officers and representatives shall be the Chairman, Vice Chairman, and Steward(s), and an alternate who shall be permitted to assume the duties of the Chairman or Steward in his absence.
2. The Union shall advise the Town of the name of the employees holding Union office.
3. Union officers as described above shall be permitted to process grievances during their scheduled hours of duty, provided they have prior approval of the Chief or his designee and the amount of time in which officers are engaged in such activity is reasonable.

Article 7
PROBATIONARY PERIOD AND SENIORITY

1. The probation period shall be twelve (12) months in length.

There shall be two types of seniority, which are Departmental Seniority and Classification Seniority.
2. Departmental Seniority is based on the time an employee has been assigned to the Police Department. Employees shall accrue Departmental Seniority from the date they are employed in any full time job within the department. Seniority shall be established from the day of full time employment.
3. Classification Seniority is based on the time an employee has been assigned to a particular classification and employees shall accrue Classification Seniority from the date they are assigned to a particular grade classification. For purposes of this section, the classifications shall be: Dispatcher, Patrolman, Corporal, and Sergeant.
4. Departmental and Classification Seniority shall terminate upon the occurrence of one of the following events: Retirement; Discharge; Resignation; Lay-off beyond twelve (12) months; Absence due to illness or accident in excess of eighteen (18) months; and for failure to return from lay-off within fourteen (14) calendar days of receipt of notification of recall or to make arrangements with the Chief for the employee's return on some other date.
5. An employee shall continue to accrue both Departmental and Classification seniority during absences due to total temporary disability not the result of gross misconduct by the employee, provided the employee furnishes, every three months, a certificate by the Worker Compensation carrier or the employee's physician that the employee continues to be totally temporarily disabled.
6. The Police Chief shall establish a Police Department seniority list during the first week of January of each year and a copy of the list shall be given to the union. The Police Department seniority list shall be posted upon its establishment and any objection to the list as established must be made in writing to the Chief within ten (10) days of the posting or the seniority list as established will stand as approved.
7. This Definition of seniority and parts thereof shall have force and effect only with respect to provisions of this Agreement specifically requiring the Town to make personnel decisions in whole or in part on the basis of seniority.
8. Where two (2) or more employees are hired or promoted on the same date, their test scores shall determine who is the senior employee.

Article 8
HOURS OF WORK & OVERTIME

1. Normal Work Schedule –

a. Normal Work Schedule for Sergeant, Corporals, and Patrolmen - Shall be four (4) consecutive days each containing an eight hour shift followed by two (2) days of rest, except that under emergency conditions in order to properly fill shifts with existing personnel, days of rest need not be consecutive.

b. Normal Work Schedule for Dispatcher - Shall be four (4) consecutive days each containing an eight hour shift followed by two (2) days of rest, except that one position shall follow a schedule consisting of five (5) eight hour days followed by two (2) days of rest for two (2) consecutive weeks, followed by four (4) eight hour days followed by three (3) days of rest. For both schedules, days of rest need not be consecutive to allow for proper coverage in emergency situations.

c. It is understood that no employee may be dismissed until properly relieved.

2. Sworn members of the unit on assignment as Detective(s), Community Resource Officers(s) and Traffic Officer(s) shall have a normal work schedule of five (5) eight hour shifts followed by two (2) days of rest for two (2) consecutive weeks, followed by four (4) eight hour shifts followed by three (3) days of rest, which need not be consecutive to allow for proper coverage. When mutually agreed to by the Chief or designee and employee, a flexible eight (8) hour schedule may be utilized on a case by case basis. (For clarification, this means that the employee may shift their schedule on a particular day if deemed appropriate for operations)

a. Employees are permitted to work no more than sixteen (16) hours in a twenty four (24) hour period. Said twenty four (24) hour period shall begin with the first hour of work after a minimum of eight hours off. Exceptions to the sixteen (16) hour maximum are permitted only if either an officer is held over at the end of their shift or assignment or required to come in earlier for their shift or assignment or by specific exception granted by the Chief of Police or his formally assigned designee.

3. Normal working shift hours will consist of:

0800 to 1600 will be considered day shift

1600 to 2400 will be considered evening shift

2400 to 0800 will be considered midnight shift

0900 to 1700 will be considered day shift (for one Dispatcher on 5on/2off, 5on/2off, 4on/3off shift)

4. Overtime

- a. For pay purposes the regular hourly rate of pay shall be determined by dividing the employee's base annual rate of pay by 2080 hours.
 - b. All hours worked in excess of eight (8) hours a day shall be paid at 1.5 times the employee's regular hourly rate.
 - c. Employees called back to work after having left the station at the end of their shifts or during any other period of off-duty hours will be paid a minimum of three (3) hours at time and one-half the employee's regular hourly rate. Employees required to attend court during their off-duty hours shall be paid a minimum of three (3) hours at time and one-half, less the witness fees received by such employees, except as outlined in Article 14, Section 2. It is further provided and understood that if a call-back period overlaps a regular duty shift only the regular duty pay will apply during the time of the regular duty shift.
5. Hours paid, but not worked, such as earned time, holidays, etc. shall be counted in determining hours worked for the purpose of computing overtime pay.
 6. Overtime shall be assigned to qualified sworn permanent employees on a rotating basis, according to seniority. No non-bargaining unit member shall be assigned to cover overtime or regular shifts until all sworn permanent, qualified employees shall have had the opportunity for such assignment.

Vacancies in a Dispatcher position shall be filled as follows:

Two open shifts per week may be filled with part-time non-bargaining unit persons; any remaining vacancies during that week shall be filled with qualified non-sworn personnel on a rotating basis, provided such personnel have signed up for Dispatcher overtime on an overtime sheet. If no qualified non-sworn employees accept the filling of any such vacancy, the Town may call part-time non-bargaining unit persons. If no one accepts the dispatching vacancy, it may be filled as the Town is presently doing.

In the event that a non-sworn bargaining unit member is unavailable to work due to a prolonged injury or illness, greater than 30 days, and there is a qualified, sworn bargaining unit member on a limited duty status that sworn bargaining unit member may be utilized to fill that dispatch vacancy. This sworn bargaining member shall receive at least 2 weeks on the job training prior to being placed in the dispatch position. During the time that a sworn bargaining unit member is used to fill this vacancy that member will only be offered dispatch over-time after all the non-sworn bargaining unit members and part-time non-bargaining unit persons have not accepted the over-time.

- a. When in accordance with this section overtime is assigned to a qualified non-sworn personnel such overtime may be accepted by such personnel in a four (4) hour "split shift" basis. The Chief or designee reserves the right to deny overtime assignments in this arrangement in cases where fatigue may impair the performance of an employee electing such overtime. Employees may be required to work the remainder of a "split shift" if no employee is available for such work.
7. Swapping of shifts shall be allowed as long as it does not interfere with the Department's operations. Employees will hold the Town harmless with respect to the pay due the employees as a result of a swap and the regularly scheduled employee will not be harmed with respect to pay due as a result of a swap. All swaps shall be at the Chiefs' or designee's discretion, including, but not limited to, his discretion to refuse swaps if they effect supervision available on shifts such as a sergeant swapping

for a patrolman. His/her decision shall not be arbitrary or capricious. Should a swap occur and the individual working the swap choose to take earned time, it is understood that this individual will have earned time deducted from their accrual balance and further be held accountable in all respects for working the shift as if they were regularly scheduled to do so. An officer who volunteers to work an overtime shift shall not be paid overtime unless he/she actually works the overtime shift.

8. The Senior Patrolman who is assigned a tour of duty without a supervisor will be compensated at five percent (5%) above his /her rate of pay beginning on the fifth consecutive work day working without a supervisor.

Article 9

SHIFT ASSIGNMENTS

1. Shift Assignments are made three (3) times each year (January, May and September) based upon seniority, however, changes in assignments may be made for the following reasons:
 - a. Personal conflict of interest, i.e., working with relatives.
2. Probationary employees may be assigned to any shift.
3. In order to facilitate an orderly procedure for changing of shifts, the Chief, or his designee, will post a shift selection list forty five (45) days prior to the date of shift assignment. Such selection list will remain posted for two (2) weeks. Assignments will be made and posted twenty five (25) days prior to the effective date of shift assignment.
4. All bargaining unit members, regardless of current assignment, will bid for shift schedules at the periodic shift bids as outlined in Section 1 above. All bargaining unit members on assignment will bid for the purpose of determining the shift they would work should they be reassigned back to patrol prior to the next shift bid.
5. Bargaining unit members on assignment will continue to work their normal shift based on their current assignment except that should an individual receive a mid-term reassignment back to patrol, then and in that case only, they shall be assigned to the shift schedule in which they last bid. As this reassignment would result in overstaffing on that schedule to which the reassigned employee moves, the least senior, non-probationary employee on that shift, regardless of squad assignment, would then be reassigned to whatever shift vacancy was created when the "assignment" slot is refilled. This procedure shall be applied in any circumstances when a mid term reassignment takes place involving employees on assignment as detectives, traffic officers, community resource officers or others on administrative assignment.

Article 10

PROMOTIONS

1. It is agreed that the Town will utilize to the maximum extent possible the skills and talents of its employees and will normally fill position vacancies by promotion from within the Department insofar as the practice is feasible. A promotion is defined as a movement within the bargaining unit, it does not include movement to non-bargaining unit positions. In order to be eligible for promotion the candidate must have completed a minimum of six (6) years law enforcement service, with a minimum of three (3) years as a sworn officer with the Windham Police Department.
2. Whenever a vacancy is to be filled by promotion from within the department, the Town shall have the right to fill such vacancies on the basis of the applicant's qualifications for the position as determined

by a comprehensive testing procedure. Said testing procedure shall consist of three (3) parts and each part shall count as follows:

- a. Written examination and/or assessment center designed to assess the applicant's knowledge of features of the position sought such as law, policy and procedure, supervision and management, practice, and judgment. (40 percent)
 - b. Oral examination by a board made up of three (3) representatives chosen by the Chief of Police and approved by the Board of Selectmen from other police departments. (40 percent)
 - c. Field evaluation which may consist of judgment testing, staff evaluation, and/or performance review. (20 percent)
 - d. If only one candidate qualifies that candidate shall be promoted. If more than one candidate qualified, the Board at its sole discretion shall promote either one of the top two qualifiers, provided, however, should a subsequent promotional opportunity occur within one year of the original test then and in that event the candidate previously passed over shall be promoted, provided they have not had an upheld suspension in the past twelve months.
3. Jobs to be filled by promotion shall be posted on the Department bulletin board for a period of five (5) days prior to filling of the vacancy.
 4. Job posting shall include the information of rank or title and rate of pay, job specification and a statement as to whether or not the job has a permanent rating.
 5. Employees who are absent, three (3) or more consecutive days, during the posting period shall automatically be placed on the list for consideration for the position(s); provided, however, that such an employee may, at his/her discretion have his/her name removed from the list within five (5) work days of returning to work.
 6. An employee who is promoted to a higher level position shall be placed in a probationary promotional status for a period not to exceed nine (9) months. The employee shall periodically be evaluated to determine if he/she is performing the job in a satisfactory manner. A promoted employee shall have no seniority until satisfactory completion of the probationary period. Upon successful completion seniority shall be computed from the date of promotion to the rank/classification. If an employee is not able to satisfactorily perform the higher level duties, then he/she shall be reduced in status to the same classification, pay grade, and pay step as he/she had held prior to promotion.
 7. The above procedure shall be followed in all promotions of unit members to another rank within the bargaining unit.

Article 11 **SALARIES**

1. Effective April 1, 2011, April 1, 2012, and April 1, 2013 wage rates for all union employees shall be increased by 0%, meaning that the wage scale in place as of March 31, 2011 will remain the same through March 31, 2014. Wage rates for all union employees shall be increased by 2.5% effective April 1, 2014, 2.5% effective April 1, 2015, and 2% effective April 1, 2016.
2. Salaries may vary according to the credit given by the Town for relevant training, education and experience, school incentive pay, and/or shift differential pay.

3. Increases to the next step for all unit members shall be based on successful completion of probationary periods and time in grades as set forth by each step. Such steps to be granted to eligible employees upon their anniversary date by rank/classification. Step increases shall be effective on the first day of the pay period closest to the employee's step date.

a Lump Sum Payment for Denied Steps (April 1, 2011 – March 31, 2014): Employees who had steps withheld since the last date of the last contract, March 31, 2011, due to no contract under agreement, will move to the applicable step as of April 1, 2014 which they would have been had they received their step increases. These employees shall not be entitled to any retroactive adjustments made to their salaries due to not being granted their step increases however these employees will collectively receive a one-time lump sum payment of \$55,410 in total as allocated below:

<u>Employee:</u>	<u>Payment</u>
Clark -	\$ 6,650
Smith-	\$ 590
O'Loughlin -	\$12,760
Mirisola -	\$18,190 ⁽¹⁾
Kinyanjui -	\$11,860 ⁽¹⁾
Van Hirtum -	\$ 3,130 ⁽¹⁾
Dawe -	\$ 1,310 ⁽¹⁾
Yameen -	\$ 920 ⁽¹⁾

(1) *Represents amount to be paid to employees who have a pending arbitration with the Town as of October 2013 which deals with the denial of pay increases from the town starting pay rate at time of hire and the first step in the Union scale. Considering that a portion of the lump sum payments shown represent pay which also would be paid as part of the arbitration should the Union prevail, it is agreed that the lump sum payment for these employees would be reduced if the arbitration is found in favor of the employees to the following:*

Mirisola -	\$ 8,890
Kinyanjui -	\$ 5,990
Van Hirtum -	\$ 1,000
Dawe -	\$ 0
Yameen -	\$ 0

- Shift differential pay will consist of two and one-half percent (2 ½%) for night shift and five percent (5%) for morning shift in addition to regular salaries.
- Employees assigned as Detectives shall receive a three percent (3%) stipend added to their base rate.
- Effective April 1, 2004 employees assigned the Terminal Agency Coordinator (TAC) duties shall receive a one and one half (1 ½%) percent stipend added to their base rate.
- Effective April 1, 2008 employees assigned as a Field Training Officer (FTO) or Communication Training Officer (CTO) shall receive a two (2%) percent stipend added to their base rate. Said 2% stipend shall only be paid for the time an individual is actively performing the duties of either the FTO or CTO.

Article 12
INCENTIVE PAY LEVELS

1. Educational incentive pay shall consist of two and one-half percent (2 ½%) over base pay at intermediate level and five percent (5%) over base pay at advanced level. It shall be paid annually to employees who qualify, provided, however, that an employee must re-qualify annually in order to continue to receive it. Qualification criteria are as follows:
 - a. Employee must have attained top step or higher. Note that the change in this provision from only Patrol to anyone at top step is effective as of April 1, 2008 and is not retroactive.
 - b. Employee must maintain satisfactory annual evaluations.
 - c. Employee must annually meet one of the following:
 1. Completion of 40 classroom hours of advanced training.
 2. Complete at least one college course of study approved by the department head.
 - d. Employee must meet the following minimum requirements of time in service, college credits and training points:

(A) INTERMEDIATE

Minimum years of Experience	8	7	6	5	4	4	3
Min. Training Pts. (Equ. Hrs. in Par)	13 (260)	21 (420)	29 (580)	37 (740)	45 (900)	Basic Cert.	Basic Cert.
Minimum Education	13	21	29	37	45	Assoc. Deg.	Bach Deg.

(B) ADVANCED

Minimum years	12	11	10	9	8	8	6
Min. Training Pts. (Equ. Hrs. in Par)	28 (560)	36 (720)	44 (880)	52 (1040)	60 (1200)	Bas. Cert.	Bas. Cert.
Min. Education Points	28	36	44	52	60	Assoc. Deg.	Bach Deg.

Note: One college credit equals one point/one training point/and twenty training hours. College credits may be exchanged for training points.

Article 13
LAYOFF/RECALL

1. Classification seniority shall control step-downs from one classification to the next lower classification. In the event the Town decides to reduce the number of employees within a particular classification, the employees in that classification with the least amount of Classification Seniority shall be laid off unless they elect to step down to the next lower classification. In the event an employee elects to step down to the next lower classification and this results in too many employees in that classification, again the employee (s) in that classification with the least amount of Classification Seniority shall be laid-off unless they elect to step down to the next lower classification; and , this process shall continue down to the lowest classification.
2. Departmental seniority shall control lay-off and re-hiring in the lowest classification in the department. Specifically, when the Town decides to reduce the number of employees in the department, and after classification, the employee in the lowest classification with the least Departmental Seniority shall be laid off. In addition, permanent employees who have been laid off shall be rehired, based on their Departmental Seniority, and availability for rehire, before new employees are hired. In the event of recall, employees shall be recalled in the reverse order of the layoff, and employees recalled to a full time position shall be placed back in the position they last occupied before layoff with no break in seniority.
3. Recalled employees shall be mailed, by certified mail, a recall notice to the last known address on Town records. It shall be the employee's responsibility to update such mailing address as necessary. An employee who fails to return to work within fourteen (14) calendar days of the receipt of the recall notice or who fails to make arrangements with the Chief for the employee's return on some other date, shall lose all recall rights and seniority.
4. Recall rights shall not extend beyond twelve (12) months after date of lay-off of the employee.

Article 14
OUTSIDE WORK DETAILS

1. Payment for outside details shall be at a rate equivalent to one and one-half the regular hourly rate of the employee, as defined in Article 8. Strike pay will be double time.
2. Employees working outside details for other than school department or Town functions shall be paid a minimum of four (4) hours except if the work is canceled prior to two (2) hours before the Officer is to report to duty. For school department or Town functions, employees will be paid a minimum of the three (3) hours, except if the work is cancelled prior to two (2) hours before the Officer is to report to duty.

Payment for the three (3) or four (4) hour minimum shall be based on the Officer's availability to perform the outside detail for the entire three (3) or four (4) hour period, respectively.

When there is the need to staff an unanticipated outside detail, officers who are involved in court duty may fill this detail once they have been released from the court. When doing so, they will be paid for actual time worked on court duty rather than the three hour minimum referred to in Article 8, Section 4(c). Officers will then receive Outside Detail Pay, as outlined in this section commencing upon arrival at the detail site.

- Outside details shall be assigned to permanent qualified sworn personnel on the basis of seniority on a rotating basis. If no permanent employee has accepted duty, the duty may be offered to other personnel.

Article 15
HOLIDAYS

- There shall be eleven (11) holidays per year, designated as:

New Years Day	Columbus Day	Labor Day
Civil Right's Day	Veterans Day	
Washington's Birthday	Thanksgiving Day	
Memorial Day	Day after Thanksgiving	
Independence Day	Christmas Day	

- Full-time employees who are normally assigned a shift that works during a holiday will receive compensation at the rate of double time the regular hourly rate of pay for time worked during the holiday (maximum of eight (8) hours), in addition to the normal pay for that period.
- Full-time employees who are normally assigned to a shift that is scheduled off during a holiday will receive compensation of eight (8) hours of pay at the regular rate in addition to the normal pay for that period.
- Holiday pay benefits as outlined above shall be computed for the traditional holiday date worked/off rather than the date observed by the Town of Windham.

Article 16
EARNED TIME

- Earned Time is an alternative approach to the traditional manner of covering absences for vacation, personal leave days, and sick leave. Instead of dividing benefits into a specific number of days for each benefit, Earned Time puts these days together into a single benefit. Earned Time days can be used for a variety of purposes, including a payment in cash at the time of voluntary termination. Earned Time is available as soon as it is "earned". The exact number of Earned Time days available each year will depend on the years of service to the Town.
- Coverage: Employees who are employed in a permanent position of at least 75 percent time are covered by Earned Time. The accrual rates are as follows:

Years of Service	Days Accrued Per Hour	Days Accrued (Approx) Per Month	Annual Days
0 thru 5	.0096	1.67	20
5 thru 10	.0120	2.08	25
10 thru 19	.0144	2.50	30
After 19	.0168	2.92	35

For any employee entering the Union after April 1, 2014 earned time shall accrual as follows:

<u>Years of Service</u>	<u>Hrs. Accrued Per Hour</u>	<u>Hrs. Accrued Per Year</u>	<u>Annual Days</u>
0 thru 5	.0577	120	15
6 thru 10	.0692	144	18
11+ years	.0923	192	24

3. For purposes of this policy, years of service will be calculated in a manner identical to that used for purposes of Seniority (Article 7). Employees accumulate Earned Time based on regularly scheduled hours worked or in pay status up to those hours budgeted for the position (other non-status hours worked and supplemental compensation such as overtime are excluded) and on years of service to the Town.

a. Increases in accrual factors shall be effective on the first day of the pay period closest to the date the employee's level of accrual is scheduled to change.

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

5. Usage:

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

Earned time cannot be used by the employee to gain extra paid overtime during his/her regularly scheduled shift, with the exception of allowing Earned Time to be used for Outside Work Details.

b. Earned days may be used in units of one half (1/2) or more hours.

c. Minimum Usage: There is a minimum usage of Earned Days required each year. See schedule to follow:

<u>Years of Service</u>	<u>Min. Usage Per Year*</u>
0 thru 5 years	10 days
5 thru 10 years	12 days
10 thru 19 years	15 days
After 19 years	17 days

For those employees entering the Union after April 1, 2014 minimum usage shall be as follows:

Years of Service	Minimum Usage Per Year*
0 thru 5 years	8 days
6 thru 10 years	9 days
11+ years	12 days

*Computation of minimum usage will be calculated from January 1 to December 31 annually. In calendar years where an employee's rate of accrual changes, the minimum usage for that calendar year will equal one-half of the hours accrued in the year. The Town on or before November 1 of each year will notify in writing each bargaining unit member of the remaining amount of earned time that must be used by December 31 pursuant to the minimum usage in Article 16, Section 5(c).

If the Town delays this notification until after November 1, the deadline for using the minimum usage will be delayed beyond December 31 by the equivalent number of days.

- d. Earned days may be taken to cover absence for any reason, including illness, vacation, funeral, dentist or doctor visits, as long as the total number of days taken meets or exceeds the minimum required usage as indicated.
 - e. Days converted into the Sick Leave Pool do not count towards minimum usage.
 - f. Earned Time benefits accrue only during the initial three (3) weeks (15 working days) of Sick Leave Pool usage. Each separate use of the Sick Leave Pool, however, provides for the continuing earning ability.
 - g. No more than thirty (30) consecutive earned days may be taken contiguous prior to the date of retirement.
6. Sick Leave Pool: The Sick Leave Pool is intended to provide security by allowing employees to "buy" insurance for extended illness or other disability. When "buying" Pool days, employees convert Earned Days on a 1 to 3 basis. Similar to purchasing insurance, the employee may pick a given number of days to exchange for coverage in case of extended disability.
- a. Pool days are available for use only under the conditions listed below, and are not eligible for payment at retirement or termination.
 - 1) Use of Pool days may begin on the fifth consecutive work day absence due to illness, injury, or other disability.
 - 2) A physician's report must accompany the request to use Pool days.
 - 3) It is not necessary to use up all Earned Days before using Pool days.
 - 4) The employee may continue using Pool days until his/her Pool is exhausted, or until no longer disabled.

- 5) Periodic doctor's reports may be required.
 - 6) The maximum Pool day accrual is 150 days (i.e. the maximum conversion of Earned days of 50, which would convert to 150 Pool days). If Pool days are used, or if an employee wishes to add to his/her Pool days, more Earned days may be added each July (to a total of 150). Earned Time days may not be converted to Pool days at any other time.
7. Termination: Unused Earned Time days up to a maximum of eight hundred (800) hours for those employees in the Union prior to April 1, 2014 and four hundred (400) hours for those employees in the Union after April 1, will be paid at the time of termination or retirement if the termination occurs under normal circumstances and does not involve an Act which demonstrates unfitness for continued employment within the Town, such as theft or immoral conduct. .
- a. Earned Time is paid at the same base pay rate at time of termination.
 - b. Employees entering the Union prior to April 1, 2014, are allowed to accumulate up to a maximum of nine hundred and sixty (960) hours in their earn time account as of December 15th of each calendar year. Employees entering the Union after April 1, 2014 are allowed to accumulate up to a maximum of four hundred and eighty (480) hours. Those employees who have more than their allowed maximum accruals as of the pay period ending immediately after December 15th each year will be able to be paid for up to eighty (80) hours of earned time at their then current rate, payable during the last pay period of the year. Any time still remaining above their applicable maximum levels allowed as of December 15th each year, after any hours converted for payment, shall be forfeited by the employee and removed from their leave balances.
 - c. Those employees having more than nine hundred and sixty hours (960) hours of earned time as of April 1, 2014 shall be "grandfathered" for the purposes of maximum accruals allowed at their then earned time balance as of April 1, 2014, or one thousand two hundred (1,200) hours, whichever is less. Except that these employees shall have a one-time option, to be elected no later than December 15, 2014, to be paid for those hours over the standard cap of 960 hrs. Should the employee elect to be paid for these hours over the 960 hour cap, they then shall be covered by the same cap limits as all other employees who were in the Union prior to April 1, 2014. If they choose not to be paid for those hours above 960 it is understood that their maximum accrual limits for purposes of being eligible to be paid for up to eighty (80) hours in paragraph "b" above shall be the lesser of their accruals as of April 1, 2014 or 1200 hours.

Article 17

MILITARY SERVICE

Military leave for annual training period not to exceed two weeks will be granted. Employees on such leave shall be paid straight time less military pay for the period.

Article 18

BEREAVEMENT LEAVE

1. In case of a death in an employee's immediate family, a permanent employee may be granted leave of absence with pay for the work days falling between the time of death and the day of the funeral, not to exceed three (3) days. In special cases, the Board of Selectmen may grant additional leave of absence if it is deemed to be in the best interest of the employee and the Town of Windham.

2. "Immediate family" is defined as the spouse, child, step child, foster child, grandchild, brother, sister, parent, active step parent (meaning presently married to parent), grandparent, grand parent-in-law, parent-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, or other relative residing in the same household as the employee.

Article 19
WORKERS' COMPENSATION

1. The Town of Windham shall purchase and pay the premiums for New Hampshire Workman's Compensation, the benefits of which will be available to all employees regardless of their classification.
2. Employees must report all injuries received while on duty to the Chief or immediate supervisor as soon as possible after an occurrence, and be responsible for filing form 8WC which can be obtained from the Chief.
3. The Town, and/or its Worker's Compensation carrier, retains the right to request updated medical information during the disability. If a medical exam is requested, the Town or carrier shall use a qualified doctor.
4. A Worker's Compensation claim which results in lost time must be supported by a doctor's statement outlining the nature of the disability and if possible the length of the disability.
5. An employee utilizing Workers Compensation benefits shall advise the Chief immediately upon receiving a medical clearance to return to work including work in a light duty capacity.
6. Prior to returning to work, the employee shall provide a doctor's statement clearing the employee's return to his/her regular duties.
7. An employee out on Worker's Compensation from the Town may not perform work for another employer.
8. In the event that an employee fails to sign over to the Town any Worker's Compensation check(s) due to the Town under this Article, the Town shall have no further obligation to pay the employee hereunder, unless and until the employee fulfills his/her obligation by signing over said checks to the Town.
9. While on Workers' Compensation leave, employees shall continue to accumulate seniority and will remain eligible for full benefits, excluding Holiday pay, up to a maximum of fifty-two (52) weeks.
10. All employees who are injured or incur a job related illness while in the performance of their duties shall receive 100% of his/her normal base pay (normal budgeted weekly pay less normal deductions, not including overtime) while on injury leave from the date of injury through week fifty-two on disability. An employee whose disability extends beyond fifty-two weeks may be granted additional weeks of full pay.
11. The first several weeks are adjustment weeks when the employee is awaiting the decision of the Worker's Compensation carrier and the receipt of worker's compensation payments. During the initial period, the Town will continue to issue the employee a check for his/her normal base pay, less all normal deductions.

12. All Workers' Compensation benefits received retroactively by an employee for a period during which the Town was providing normal base pay in accordance with this Article will be assigned by the employee ("sign over" the checks) to the Town to reimburse them in part for their advancing of such benefits. No employee shall thus earn more on Workers' Compensation than they would have, had they been working.
13. Upon acceptance by Worker's Compensation and receipt of benefit payments, the Town will reimburse the employee for all Medicare, Social Security (if applicable), and retirement deductions taken as part of the Worker's Compensation share of the initial payments made by the town.
14. In the event that the Worker's Compensation check is less than 100% of normal base pay, the Town will issue a separate check for the difference between 100% of base pay and the amount paid by Workers Compensation making deductions for F.I.T., Retirement, FICA and voluntary deductions as approved by the employee, and the employee shall keep the entire Worker's Compensation check.
15. In the event that Worker's Compensation check is greater than 100% of normal base pay, the employee shall keep the entire check, and the Town will make no supplemental payment.
16. After the 52nd week, the employee will be compensated solely by the Workers Compensation carrier, however the employee will be permitted, upon request, to utilize accumulated Earned Time benefits to "bridge" the differences between Workers Compensation benefit payments and the amount equal to their normal base pay. Earned Time Pool days may be used to "bridge" after five (5) Earned Time days are used per Workers Compensation claim. In such cases, the Town will issue a separate check for the difference using the employees' accrued Earned Time and or Pool Time, making deductions for F.I.T., Retirement, FICA and voluntary deductions as approved by the employee, and the employee shall keep the entire Worker's Compensation check.
17. Earned Time is earned on only those hours of Earned Time utilized to bridge the difference between the benefits, detailed above, and full pay.
18. If an employee is denied benefits he/she must repay the Town for all compensation received from the Town. Repayment will be accomplished by charging Earned Time accumulations, both current and future, until the overpayment has been rectified, provided, however, that any repayment of sums due from accrued Earned Time will not be reduced below the level where the employee cannot take at least one week of Earned Time leave each year.
19. Employees out on Workers Compensation will remain responsible for payment of all their weekly health insurance co-payment, health spending, and dependant care deduction amounts. If an employee is not receiving any supplemental payment from the Town (with or without the use of Earned Time or Pool Time), they shall make arrangements with the payroll department to pay these deductions through the use of cash or checks payable to the Town's health insurance third party administrator and the Town of Windham Expendable Health Trust.

Article 20
AUTHORIZED LEAVE

1. Employees are allowed up to twelve (12) weeks of leave without pay, in each twelve (12) month period, for reasons provided for under the Family Leave Act of 1993 (FMLA) i.e. (a) the birth of the employee's child, (b) the placement of a child with the employee for adoption or foster care, (c) caring for a spouse, child or parent in the event of a serious health condition, or (d) inability of the employee to perform the functions of his or her job because of a serious health condition.

2. During the twelve (12) week period of leave, the employee's health insurance benefits will be maintained in a manner identical to that in effect for "active" employees and the employee's seniority and position in the department will not be affected by such leave.
3. Earned time will not accrue during the period of leave.
4. After twelve (12) weeks has elapsed, the employee's employment status will be continued only by virtue of return to duty or medical evidence clearly stating the employee's inability to return to assigned duties. With the approval of the Police Chief a maximum of two (2) weeks of Earned Time may be utilized to extend the leave of absence. If no medical evidence is provided to the Chief following the expiration of the leave and possible two (2) week extension from Earned Time, the position will no longer be held open.
5. The twelve (12) month period, for purposes of the FMLA calculation, shall be the anniversary date of the initial granting of leave of absence under the Act and this Article of the Agreement.
6. The Chief shall be authorized to allow a paid leave of absence to an employee who has experienced a traumatic incident while in the performance of their duties and who, in their view, presents a risk to themselves or to others should they remain on duty. The paid leave shall not exceed the hours remaining in the day or shift which the incident occurs. Any additional time off needed by the employee beyond the one day or shift shall require the use of earned time or other benefit time. For incidents or occurrences of this nature, the Chief's decision shall not be arbitrary or capricious, and shall be final and binding and not subject to the Grievance Procedure under Article 31.

Article 21
LIFE INSURANCE

1. The Town of Windham shall select a carrier to provide life insurance for its employees. The Town shall pay the entire cost of the premium for such coverage. Coverage shall be in an amount not less than one (1) year's salary. With the current policy, coverage decreases by one-half (1/2) at age 70 and discontinues by age 75.
2. A copy of the life insurance policy shall be provided to each qualified and covered employee.

Article 22
DISABILITY INSURANCE

1. The Town of Windham shall select a carrier to provide long-term disability insurance for its employees. The Town shall pay the entire cost of the premium for such coverage.
2. A copy of the insurance policy shall be provided to each qualified and covered employee.
3. Earned Time benefits including, when appropriate, Sick Leave Pool days, may be used to supplement disability benefits, however an employee may not receive a combined payment which exceeds one hundred percent (100%) of his/her base salary during a period of disability.

Article 23
HEALTH/MEDICAL INSURANCE

1. The Town of Windham shall select a Carrier to provide Health/Medical Insurance coverage for its employees. The Town shall pay the cost of the monthly premium for single, two (2) person or family coverage, except that each employee will contribute the equivalent of 25% effective April 1, 2014 of the current rate for the plan selected from Section A below, inclusive of any premium adjustments that may change from year to year. Such contributions will be made through payroll deductions.

a. Employees may choose among the following plan choices as provided for by the NH Local Government Center Health Trust:

- 1) ANTHEM COMP 2500 RX 1 *
- 2) ANTHEM MTB 20 RX 10/20/45
- 3) ANTHEM MTB 15IPDED RX 10/20/45
- 4) ANTHEM MTB SOS 20/40/1KDED RX 10/20/45

Options 2, 3, and 4 will be available as of June 1, 2014

*Employees within the Union on April 1, 2014 may elect the Comp 2500 plan option and still elect to have the responsibility for the deductible costs associated with the Plan assumed by the Town. Should an employee elect this option they shall then be responsible to contribute the equivalent of 25% effective April 1, 2014 of the current NHLGC JY rates, inclusive of any adjustments that may change from year to year. In the event the Town opts to implement a plan with a higher deductible, the Town will continue to assume responsibility for the higher deductible costs associated with the Plan. This option is not available for those employees who are not within the union membership as of April 1, 2014.

b. Health/medical insurance coverage shall be extended for employees entitled to retirement benefits upon termination of employment with the Town. Said coverage shall be provided at the Town's expense as follows:

10 – 15 years of employment	-	3 months
15 – 20 years of employment	-	6 months
20 – 25 years of employment	-	9 months
over 25 years of employment	-	12 months

c. For only those employees within the Union as of April 1, 2014 who choose the Comp 2500 Plan with the option of the Town assuming the responsibility for deductibles, the Town will assume responsibility for the costs of these amounts during the employee's full-time employment and through any applicable period covered by Section B above, but will stop upon the employee's retirement or the expiration of the applicable period. At the time of retirement or expiration of the applicable period, the employee will be eligible to purchase the Comp 2500 or higher deductible plan offered by the Town but the Town will not cover the deductible costs. Further, if an employee elects a different plan option at any time and no longer is covered by the Comp 2500 Plan with the Town assuming the deductible costs, they may change back to a Comp 2500 or other deductible plan however they shall not have the option of the Town assuming the deductible costs.

- d. The Town will contract with a third party Administrator to administrate the Comp 2500 or higher deductible Plan for those employees choosing to have the Town assume responsibility for the deductibles costs. The employee will be responsible for submitting the ANTHEM Explanation of Benefits Forms (EOB's) to the third party who will in turn submit a check to the employee to cover the expenses under the deductible portion of the Plan. The employee in turn will either pay the Provider or keep the money as a reimbursement for expenses paid up front to the Provider by the employee at the time of service.
- e. Employees who would otherwise be eligible for Town Health/Medical Coverage, who elect Health Insurance Coverage under their spouse's plan, or another comparable insurance plan, the cost of which are paid for by an employer other than the Town, will be eligible for compensation in lieu of the Town's Health Insurance Plan. Eligible employees will be compensated \$2,500 annually for waiver of the single plan benefit, \$6,000 annually for waiver of the two-person plan benefit, or \$8,000 for waiver of the family plan benefit. Applicable stipends shall be prorated and paid monthly as long as the employee maintains the waiver.
 - a) To be eligible for this benefit employees must meet the following criteria:
 - I. Have and show proof of coverage in a comparable Plan.
 - II. Initially, attend informational seminar to explain the effect of this waiver.
 - III. Sign a "Waiver of Insurance" for discontinuing health insurance coverage with the Town.

For any existing employee who, before April 1, 2014 was receiving compensation for waiver of health insurance, becomes eligible to receive an increase in said compensation provided by the levels outlined in section "e", a sufficient number of other employees must first elect to waive their health insurance benefit so that the total cost for providing the insurance and stipends does not result in any additional cost to the Town which was being paid prior to April 1, 2014 to the employees involved.

Article 24
DENTAL INSURANCE

The Town of Windham shall select a carrier to provide full dental coverage to all employees under this contract. The Town shall pay the entire cost of the premium for such coverage.

Article 25
FALSE ARREST

The Town shall continue in effect its current insurance to protect employees from claims of false arrest.

Article 26
ACADEMIC REIMBURSEMENT

- 1- The Town agrees to provide each bargaining unit member one (1) academic "slot" per contract year. This "slot" may be used for any approved college level course taken at an accredited educational institution. Each "slot" is allocated \$600.00. Each unit member must declare, by November 15th of each year, their intent to use, or not to use their educational "slot". If any unit member does not wish

to use his or her allocated "slot" or fails to notify the Chief of the intent, such slot or slots will be offered to other unit members on a rotating basis in order of seniority.

2. Employees must make the request prior to registering for the course. The request shall be submitted to the Chief outlining the institution offering the course, course content, cost, and benefit to the employee and the Town.
3. The Chief shall review the request and will submit a recommendation to the Board of Selectmen for final approval.
4. In order to receive reimbursement, the employee must submit documentation of achieving a passing grade of "C" or better, and a receipt for the cost of the course.
5. An employee receiving academic reimbursement, who terminates employment, shall be obligated to repay any such reimbursement payments received during the year preceding termination. Repayment will be effectuated by payroll deduction from the final paycheck and/or Earned Time benefit payout.

Article 27
UNIFORM ALLOWANCE

1. The Town of Windham shall provide an initial uniform allowance after completion of probationary period in accordance with Section 2 below.
2. The clothing required and furnished by the Town shall remain the property of the Town. Each sworn member shall receive the following:

Town Provides

1 – Hat Badge
2 – Breast Badges
1 – Duty Firearm and Safariland SSIII Duty Holster
2 – Box duty ammunition annually
Unlimited training ammunition
1 – Magazine Pouch which holds two magazines
4 – magazines
Ocat Spray and Holster
2 – Name Tags
1 – Portable radio holder belt style
1 – Collapsible Baton and Holster or Holder or equiv.
1 – Small ticket Book
Surefire Flashlight Model 7Z w/ Holder or equiv.
Pens and Paper

Employee provides

3 – Winter Shirts w/trim
3 – Summer Shirts w/trim
3 – Uniform Pants w/trim
1 – Cloth Uniform Hat
1 – Winter Hat
1 – Winter Coat
1 – Spring/Fall Jacket
1 – Uniform black belt
1 – Handcuff case Basketweave Leather
1 – Sam Brown belt Basketweave Leather
1 – Set beltkeepers Basketweave Leather
1 – Pair Summer Shoes
1 – Set Handcuffs
1 – Pair Boots
1 – Cruiser box for materials or Briefcase
1 – Knife and Basketweave case (optional)
2 – Ties
1 – Tie Bar

Dispatcher:

Town

Badge
Name Tag

Employee

3 – Pants
3 – Summer Shirts
3 – Winter Shirts
Shoes

a. Flashlights and raincoats will be available for officers on duty based upon need.

3. Uniform allowance shall be as follows:

Sworn Personnel paid \$750.00; Dispatcher personnel paid \$400.00

a. Fifty (50%) percent of this allowance shall be paid during the first payroll in April of each year, following the annual Town Meeting.

b. The remaining fifty (50%) percent of this allowance shall be paid six (6) months later.

c. Upon permanent assignment (4 months or greater) to a non-uniformed sworn position that member will receive \$250.00 to defray the cost of clothing purchases.

4. The Town shall repair or replace duty uniforms, equipment and property for patrolman as outlined in subsection 2 above, which is damaged or destroyed on duty unless gross negligence can be shown on the part of the employee. In addition, the Town shall repair or replace the following specific personal property damaged or destroyed on duty to the specified maximum levels: watches – not to exceed \$40, eye lenses or contacts – not to exceed \$100, and eye glass frames – not to exceed \$50.

5. The Town shall bare the initial costs for any mandatory uniform changes initiated by the Town.

Article 28 **RETIREMENT**

1. The Town shall maintain membership for those employees who qualify for the New Hampshire Group II Retirement benefits, and make appropriate contributions as required by the State.

2. The Town shall maintain membership for those employees who qualify for New Hampshire Group I Retirement benefits, and make appropriate contributions as required by the State. In addition, a supplement retirement benefit of 5% of base salary through an independent source such as MONY shall be contributed by the Town.

Article 29 **MISCELLANEOUS**

1. The Union may post notices on bulletin boards or an adequate part thereof in places and locations where notices usually are posted by the Department for employees to read. All such notices shall be on the Union stationery, signed by an official of the Union, and shall only be used to notify employees of matters pertaining to Union affairs. The notices may remain posted for a reasonable period of time. No material shall be posted which is inflammatory, profane, or obscene, or sensitive or which constitutes election campaign material for or against any person, organization or faction thereof.

2. The Town agrees to guarantee eight (8) hours of training above State requirements for all sworn personnel. The Town agrees to guarantee sixteen (16) hours of training for all Dispatch personnel. The Chief of Police will schedule such training at his discretion. Whenever possible employees shall be provided thirty (30) days notice for all in house mandatory training.

3. Retroactive pay shall be due and owing only to employees who are in the active employ of the town as of the date that this agreement is signed, or for those that had retired since the end of the last contract, retro pay will be paid up through the date of retirement.
4. Advisory Committee – Health Insurance: The Union agrees to appoint one (1) representative to serve on a Joint Labor Management Advisory Committee consisting of both Union and Town representatives from across all town departments, should the Town elect to form such a committee, for the purpose of reviewing health insurance options, including but not limited to plan coverage, carriers, and cost share arrangements. All such findings and comments shall be strictly considered advisory in nature.”

Article 30
DISCIPLINARY PROCEDURES

1. All disciplinary actions shall be in a fair manner and shall be consistent with the infractions for which disciplinary action is being taken.
2. All suspensions and discharges shall be stated in writing and the reasons stated and a copy given to the employee (s) and the Union on the date of suspension or discharge.
3. Disciplinary actions will normally be taken in the following order:
 - (A) Verbal Warning
 - (B) Written Warning
 - (C) Suspension without pay
 - (D) Discharge

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

4. No employee shall be penalized, disciplined, suspended, or discharged without just cause.
5. The Personnel record of an employee will be cleared of written reprimands after a period of two (2) years from the date of reprimand.

Article 31
GRIEVANCE PROCEDURE

1. Definition: A grievance under this article is defined as an alleged violation of any of the provisions of this Agreement.
2. Procedure:

STEP ONE

An employee or the Union desiring to process a grievance must file a written statement of the grievance to the Police Chief no later than ten (10) days after the employee knew the facts on which the grievance is based, and in no case more than six (6) months from the occurrence. The Police Chief shall meet with the employee and Union Steward within ten (10) days following receipt of the notice and shall give a written decision within ten (10) days thereafter.

STEP TWO

If the employee or the Union is not satisfied with the decision of the Police Chief, he/she may file, within ten (10) days following the Chief's decision, a written appeal with the Board of Selectmen, with an informational copy to the Police Chief, setting forth the specific reasons why he/she believes the agreement is being violated by the Town action in question. Within ten (10) days following receipt of the appeal, the Board of Selectmen shall either issue a written decision or schedule a hearing. Said hearing shall be held no later than twenty (20) days following receipt of the appeal and written decision shall be rendered within twenty (20) days thereafter.

STEP THREE

If the employee or the Union is not satisfied with the decision of the Board of Selectmen, the Union may file, within twenty (20) days following the receipt of the decision of the Board of Selectmen, a request for arbitration to the American Arbitration Association under its rules and regulations. The arbitrator shall not have the power to add to, ignore or modify any of the terms or conditions of this Agreement, nor shall said arbitrator have the power to hold hearings for more than one grievance, that is multiple grievances before the same arbitrator will not be allowed. His decision shall not go beyond what is necessary for the interpretation and application of express provisions of this Agreement. The arbitrator shall not substitute his judgment for that of the parties in the exercise of rights granted or retained by this Agreement. The decision of the arbitrator shall be final and binding on the parties.

3. The fees and expenses of the arbitrator shall be shared equally by the parties.
4. The time limitations hereunder may be extended by mutual agreement of the parties.
5. For purposes of calculating the time limitations hereunder, Saturday and Sunday shall not count as days.

Article 32 **DUES DEDUCTION**

1. Upon individual written authorization signed 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 Treasurer of the Union. Said deduction shall be made each pay period 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 will be made from said employee for that pay period. The Town shall send the amount so deducted once a month to the Treasurer of the Union.
2. Members of the Unit who elect not to join the Union shall be required to pay a service fee, not to exceed actual membership dues. The method of deduction provisions of Section 1 of this article shall be applicable to this Section.
3. The Union shall indemnify and hold harmless the Town should any dispute arise between any employee and the Union and/or the Town as a result of the operation of this Article.

Article 33
MANAGEMENT RIGHTS

1. The parties agree that all the rights and responsibilities of the Town which have not been specifically provided for in this agreement are retained in the sole discretion of the Town whose right to determine and structure the goals, purposes, functions and policies of the Town without prior negotiations with the Union and without being subject to the grievance and arbitration procedures of this agreement shall include but not be limited to the following: a) the right to direct employees; to determine qualifications, promotional criteria, hiring criteria, standards for work, and to hire, promote, transfer, assign, retain employees in positions; and to suspend demote, discharge or take other disciplinary actions against an employee; b) the right to relieve an employee from duty because of lack of work or other legitimate reasons; c) the right to take such action as in its judgment it deems necessary to maintain the efficiency of Police Department operations; d) the right to determine the means, methods, budgetary and financial procedures, and personnel by which the Police Department operations are to be conducted; e) the right to take such actions as may be necessary to carry out the missions of the Police Department in case of emergencies; f) the right to make rules, regulations, and policies not inconsistent with the provisions of this agreement and to require compliance therewith; and g) the right to sub-contract.

2. It shall be the right of the Union, however, to present and process grievances of its members whose wages, working conditions, or status of employment are changed in violation of this agreement as a result of Management's exercising the above mentioned rights, whenever such grievances exist.

Article 34
STABILITY OF AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the Town and the Union, for the life of this agreement, each voluntarily and unqualifiedly waives the right, and each agrees the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered by this agreement, or with respect to any subject matter not specifically referred to or covered in this agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this agreement.

Article 35
DURATION OF AGREEMENT

This agreement shall be in full force and effect from the date of execution as shown in Article 1 and shall expire on March 31, 2017,

- a. In years in which the Town and Union are unable to reach agreement for a successor agreement, it is mutually agreed that the town will continue to provide step increases and maintain the then existing benefits and the employees will be responsible to continue to pay their share of health premiums and other required employee contributions, including any increases in levels based on higher costs of premiums.

FOR NEPBA, LOCAL

FOR THE TOWN OF WINDHAM

Richard Kraborn 3-29-14
Chief Negotiator

W. Van Dyke 3/27/14
Chief Negotiator

NICHOLAS EDDY 3/31/14

Roger Hohenberg
[Signature]

[Signature] 3/30/14

P. J. 31 MARCH 2014

[Signature] 3/31/14

[Signature] 3/31/14

1875

POLICE UNION WAGES

APPENDIX A - SALARY SCALE - WINDHAM POLICE UNION

POLICE UNION PAY SCALE 2011-2014

NO CONTRACT SINCE APRIL 1, 2011

Effective: 4/1/2011 - 3/31/2014 0.00% COLA

	Start	1st after 1 year	2nd after 2 years	3rd after 3 years
Patrol		\$ 21.9368 \$ 45,628.5440	\$ 24.2041 \$ 50,344.5280	\$ 26.4588 \$ 55,034.3040
Sergeant	\$ 27.4575 \$ 57,111.6000	\$ 28.0874 \$ 58,421.7920	\$ 29.4963 \$ 61,352.3040	\$ 30.9796 \$ 64,437.5680
Dispatch		\$ 15.9471 \$ 33,169.9680	\$ 19.1325 \$ 39,795.6000	\$ 21.1297 \$ 43,949.7760

* Detectives receive 3% above their base rates. TAC receives 1 1/2% above base rate.

Detective - Patrol		\$ 22.5949	\$ 24.9302	\$ 27.2526
Detective - Sgt	\$ 28.2812	\$ 28.9300	\$ 30.3812	\$ 31.9090
TAC		\$ 16.1863	\$ 19.4195	\$ 21.4467

APPENDIX A - SALARY SCALE - WINDHAM POLICE UNION

POLICE UNION PAY SCALE 2014-2015

Effective: 4/1/2014 - 3/31/2015 2.500% COLA

	Start	1st after 1 year	2nd after 2 years	3rd after 3 years
Patrol		\$ 22.4852 \$ 46,769.2576	\$ 24.8092 \$ 51,603.1412	\$ 27.1203 \$ 56,410.1616
Sergeant	\$ 28.1439 \$ 58,539.3900	\$ 28.7896 \$ 59,882.3368	\$ 30.2337 \$ 62,886.1116	\$ 31.7541 \$ 66,048.5072
Dispatch		\$ 16.3458 \$ 33,999.2172	\$ 19.6108 \$ 40,790.4900	\$ 21.6579 \$ 45,048.5204

* Detectives receive 3% above their base rates. TAC receives 1 1/2% above base rate.

Detective - Patrol		\$ 23.1598	\$ 25.5535	\$ 27.9339
Detective - Sgt	\$ 28.9883	\$ 29.6533	\$ 31.1407	\$ 32.7067
TAC		\$ 16.5910	\$ 19.9050	\$ 21.9829

POLICE UNION WAGES

APPENDIX A - SALARY SCALE - WINDHAM POLICE UNION

	<u>POLICE UNION</u>	<u>PAY SCALE</u>	<u>2015-2016</u>	
Effective:		4/1/2015 - 3/31/2016		2.500% COLA
	Start	1st after 1 year	2nd after 2 years	3rd after 3 years
Patrol		\$ 23.0473 \$ 47,938.4464	\$ 25.4294 \$ 52,893.2144	\$ 27.7983 \$ 57,820.4796
Sergeant	\$ 28.8475 \$ 60,002.7948	\$ 29.5093 \$ 61,379.4272	\$ 30.9895 \$ 64,458.2484	\$ 32.5480 \$ 67,699.7412
Dispatch		\$ 16.7544 \$ 34,849.2456	\$ 20.1011 \$ 41,810.2256	\$ 22.1993 \$ 46,174.6428
* Detectives receive 3% above their base rates. TAC receives 1 1/2% above base rate.				
Detective - Patrol		\$ 23.7387	\$ 26.1923	\$ 28.6323
Detective - Sgt	\$ 29.7129	\$ 30.3946	\$ 31.9192	\$ 33.5244
TAC		\$ 17.0058	\$ 20.4026	\$ 22.5324

APPENDIX A - SALARY SCALE - WINDHAM POLICE UNION

	<u>POLICE UNION</u>	<u>PAY SCALE</u>	<u>2016-2017</u>	
Effective:		4/1/2016 - 3/31/2017		2.000% COLA
	Start	1st after 1 year	2nd after 2 years	3rd after 3 years
Patrol		\$ 23.5082 \$ 48,897.1517	\$ 25.9380 \$ 53,951.0150	\$ 28.3543 \$ 58,976.8733
Sergeant	\$ 29.4245 \$ 61,202.8560	\$ 30.0995 \$ 62,606.9309	\$ 31.6093 \$ 65,747.3232	\$ 33.1990 \$ 69,053.8368
Dispatch		\$ 17.0895 \$ 35,546.1350	\$ 20.5031 \$ 42,646.4938	\$ 22.6433 \$ 47,098.0349
* Detectives receive 3% above their base rates. TAC receives 1 1/2% above base rate.				
Detective - Patrol		\$ 24.2135	\$ 26.7161	\$ 29.2049
Detective - Sgt	\$ 30.3072	\$ 31.0025	\$ 32.5576	\$ 34.1949
TAC		\$ 17.3458	\$ 20.8107	\$ 22.9830



TOWN OF WINDHAM, NEW HAMPSHIRE

OFFICE OF THE SELECTMAN AND TOWN ADMINISTRATOR
POST OFFICE BOX 120, 4 NORTH LOWELL ROAD, WINDHAM NH 03087-0120

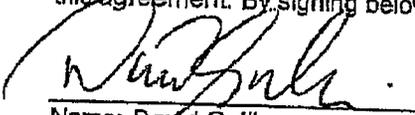
SIDE BAR AGREEMENT BETWEEN TOWN OF WINDHAM AND NEPBA LOCAL 213 (POLICE UNION)

Intent of Sidebar Agreement: The Town of Windham and NEPBA Local 213 ("Union") agree to waive the provisions of Article 16: Earned Time with regard to Officer Antista and the amount of earned time he accrues annually, the minimum usage required annually, and the maximum accruals he is allowed to accumulate by allowing him to enjoy the same provisions offered to employees within the bargaining unit prior to April 1, 2014 notwithstanding the fact that he would not be eligible for Union membership until July of 2014. Specifically, it is agreed that Officer Antista will be treated this way under the conditions are detailed below:

It is mutually agreed by the Town and NEPBA Local 213 that:

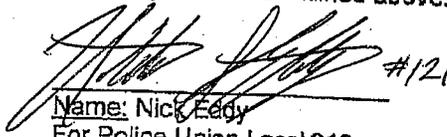
1. This sidebar is specific to Officer Jeff Antista only and for only determining the earned time accrual benefits he will be eligible for.
2. It is agreed that the parties intend this sidebar to deal exclusively with Officer Antista, each party agrees and is forever bound to its declaration that this sidebar does not and will not raise claim to being a precedent setting agreement or event in terms of other issues that may arise in the future.
3. It is agreed by the parties that this sidebar agreement is without prejudice to any other provisions of the parties' collective bargaining agreement. The Union agrees that there shall be no grievances filed on behalf of any bargaining unit member should the Town place Officer Antista in the Earned Time scales applicable to employees within the bargaining unit prior to April 1, 2014 consistent with the terms set forth herein.
4. The Town and the Union agree that this sidebar agreement does not set a precedent or establish a past practice with regard to any other treatment of earned time accruals or usages that has occurred or may occur in the future. The Town and the Union further agree that this sidebar agreement shall not be admissible in any grievance or arbitration proceeding except as necessary to enforce its terms.

The signatures of the parties below indicate full understanding and acceptance of the terms of this agreement. By signing below the parties agree to be bound by the terms outlined above.

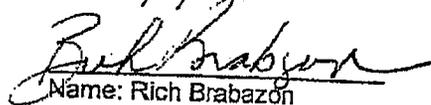

Name: David Sullivan

For the Town

Date: 3/27/14


Name: Nick Eady #121
For Police Union Local 213

Date: 3/31/14


Name: Rich Brabazon
Representative Local 213

Date: 3-29-14

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