COLLECTIVE BARGAINING AGREEMENT

THE TOWN OF WINDHAM

AND

NEPBA, LOCAL 213, WINDHAM POLICE

APRIL 1, 2020 TO MARCH 31, 2023

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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 April2020.

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 (hereinafter known as "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

Neither the Town nor the Union shall violate any law prohibiting discrimination against any Union member on account of race, religion, color, age, sex, pregnancy, national origin, physical or mental disability, ancestry, creed, citizenship, marital status, sexual orientation, military/veteran status, gender identity, genetic information, equal pay/compensation; as well as not discriminate for union activities and affairs.

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 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.

2. There shall be two types of seniority, which are Departmental Seniority and Classification Seniority.

3. 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.

4. 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.

5. 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.

6. 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.

7. The Police Chief shall provide a Police Department seniority list upon Union request.

8. 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.

9. 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, if filled, 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 on administrative assignment as Detective(s), School 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 over-laps 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 bargaining unit personnel; any remaining vacancies during that week shall be filled with qualified non-sworn personnel on a rotating basis. If no qualified non-sworn employees accept the filling of any such vacancy, the Town may call part-time bargaining unit personnel followed by part-time non-bargaining unit personnel. If no one accepts the dispatching vacancy, it may be filled as the Town is presently doing with regards to Order In / Over procedures.

   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 unit 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 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, School 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. Promotion testing, as outlined above, shall be conducted in April every 2-years, beginning in April 2020. The results of such testing shall be valid through March 31st of the second year following the test. If only one candidate qualifies that candidate shall be promoted. If more than one candidate qualifies, the Board at its sole discretion shall promote either one of the top two qualifiers, provided, however, should a subsequent promotional opportunity occur within two years of the original test then and in that event the candidate previously not selected shall be promoted, provided they have not had an upheld suspension in the past twenty-four months. An employee who becomes eligible with six (6) months of the testing date will be considered eligible to take the test in April, but will only be placed on the list in the appropriate spot at the time they reach qualification.

3. Promotional vacancies and/or opportunities shall be conspicuously posted within the department for a period of no less than ten (10) days during which memorandums of interest shall be accepted from qualifying individuals.

4. Employees who are absent, five (5) 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.

5. 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.

6. 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, 2020 wage rates for all union employees shall be increased by 3.0%. Effective April 1, 2021 wage rates for all union employees shall be increased by 2.5%. Effective April 1, 2022 wage rates for all union employees shall be increased by 2.5%. Increases in wages covered by this section shall be effective on the first day of the pay period closest to April 1st of each year.

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. Upon completion of the Town probationary status, said employees will be placed on the Union Salary Scale, at the step which is greater than their current wage.

4. Shift differential pay will consist of two and one-half percent (2 ½%) for evening shift and five percent (5%) for midnight shift in addition to regular salaries.

5. Employees assigned as Detectives shall receive a three percent (3%) stipend added to their base rate. Employees assigned as School Resource Officers shall receive a 1.5% stipend added to their base rate.

6. Employees assigned the Terminal Agency Coordinator (TAC) duties shall receive a one and one half (1 ½%) percent stipend added to their base rate.

7. 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
EDUCATION AND TRAINING INCENTIVE PAY

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 by July 1st of the calendar year in which the incentive is calculated.

    b. Employee must maintain satisfactory annual evaluations.

    c. Employee must annually meet both of the following:

        1. Completion of 40 hours of advanced training.

        2. Has been awarded a college degree from an accredited institution or successfully pass at least one college course of study, approved by the department head, with a grade of "C" or better.

d. Employee must meet the following minimum requirements of time in service, college credits and training hours:

(A) INTERMEDIATE

Minimum years of Experience	-	3
Min. Advance Training Hours	-	40
Minimum Education / Credit Hours	-	(1) Associate Degree or (2) 30 Credit Hours and one (1) course during current calendar year

(B) ADVANCED

Minimum years of Experience	-	6
Min. Advance Training Hours	-	40
Minimum Education / Credit Hours	-	(1) Bachelor Degree or (2) Associate Degree and one (1) course during current calendar year

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.

3. Outside details shall be assigned to permanent sworn personnel on the basis of seniority on a rotating basis. If no permanent employee has accepted duty, the duty may be offered to police probationary employees and other police personnel.

Article 15
HOLIDAYS

1. There shall be eleven (11) holidays per year, designated by the Union and approved by the Town at the beginning of each contract period which covers the normal holidays recognized by national traditions, as well as possible inclusion of Christmas Eve (December 24th).

2. 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.

3. 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.

Article 16
EARNED TIME

1. 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.

2. 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
1 thru 5	.0096	1.67	20
6 thru 10	.0120	2.08	25
11 thru 19	.0144	2.50	30
After thru 19	.0168	2.92	35

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

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

Beginning April 1, 2020 Earned time for those employees entering the Union after April 1, 2014 shall be as follows:

Years of Service	Days Accrued Per Hour	Days Accrued (Approx) Per Month	Annual Days
1 thru 9	.0096	1.67	20
10 thru 19	.0120	2.08	25
19+	.0144	2.50	30

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. 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:

Years of Service	Min. Usage Per Year*
1 thru 5 years	10 days
6 thru 10 years	12 days
11 thru 19 years	15 days
After thru 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*
1 thru 5 years	8 days
6 thru 10 years	9 days
11+ years	12 days

Beginning April 1, 2020 minimum usage for those employees entering the Union after April 1, 2014 shall be as follows:

Years of Service	Min. Usage Per Year*
1 thru 9 years	10 days
10 thru 19 years	12 days
19+ years	15 days

*Note – an employee is not required to reach their annual minimum usage requirements until beginning with the start of their third calendar year following their original date of hire. For clarification purposes this means that regardless of when in a year an employee begins employment with the Town, for example February 2019 or December 2019 they would not be obligated to use their minimum usage in calendar year 2019 or 2020 but would need to start meeting their annual minimum usages beginning with January 2021.

*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 will provide any employee the amount of Earned Time they must use by December 31st upon their request.

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 Worker'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, Captain, or immediate supervisor as soon as possible after an occurrence, and be responsible for filing form 8WC which can be obtained from the Department's Administrative offices.

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 or Captain 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 dependent 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 re-pay these deductions through payroll.

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 or up to twenty six (26) weeks of military caregiver leave to care for a covered service member with a serious illness or injury.

2. During the twelve (12) week period of leave or in the case of military caregiver leave up to twenty six (26) weeks, 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 <u>not</u> accrue during the period of leave.

4. After twelve (12) weeks or in the case of military caregiver leave twenty six (26) 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, is unable to perform their duties or 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 and up to two (2) additional days thereafter. Any additional time off needed by the employee beyond that which is

provided 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.

7. Employees who are placed on paid Administrative Leave with pay, as determined by the Police Chief, for a justified police action will receive their normal wages and benefits to include calculation of their hourly rate to be based on a (1) one year average of their earned overtime, excluding training and firearms training as well as excluding details.

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 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.

4. The employee shall make every reasonable effort to supply the Town or disability insurance carrier with any requested relevant documentation. In the event through the employee's fault documentation is not timely provided, the employee may be subject to the suspension or loss of disability benefits, leaving the employee the option of utilizing earned time to for the continuance of full pay.

Article 23
HEALTH/MEDICAL INSURANCE

1. Effective April 1, 2020, 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% of the current rate for the plan selected from Sections a1 (MTB 20) and a2 (MTB 15) below, and 20% of the current rate for the plan selected from Section a3 (MTB SOS) below, all 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 MTB 20 RX 10/20/45
2) ANTHEM MTB 15IPDED RX 10/20/45
3) ANTHEM MTB SOS 20/40/1KDED RX 10/20/45

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. 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. Effective April 1, 2017 eligible employees will be compensated $2,500 annually for waiver of the single plan benefit, $8,000 annually for waiver of the two-person plan benefit, or $10,000 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.

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
1 – Cloth Uniform Hat
Unlimited training and duty ammunition
1 – Magazine Pouch which holds two magazines
4 – Magazines
1 Taser and Holster
1 - OC Spray and Holder
2 – Name Tags
1 - Portable Radio and shoulder microphone
1 – Portable radio holder belt style
1 – Collapsible Baton and Holster or Holder or equiv.
1 – Tactical Backup Flashlight and Holster or equiv.
1 – Small ticket Book
Pens and Paper

Employee provides

3 – Winter Shirts w/trim
3 – Summer Shirts w/trim
3 – Uniform Pants w/trim

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	Employee
Badge Name Tag	3 – Pants 3 – Summer Shirts 3 – Winter Shirts Shoes

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 stationary, 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. Joint Loss Management Committee (JLMC): The Union agrees to appoint one (1) representative to serve on the Joint Loss Management Committee consisting of both Union and Town representatives from across all town departments.

5. The Town shall consider offering the opportunity for light duty to employees who have experienced a non-work related injury or who have become pregnant under the following conditions:

    1. Employees covered under this agreement who are on authorized leave due to illness, injury or pregnancy may request a light duty assignment.

    2. The employee must provide the Chief of Police with a release from his or her physician, outlining the duties that can and cannot be performed.

    3. The Chief shall determine, at his or her sole discretion, whether or not to agree to allow a light duty assignment, but shall consider the following in making that determination:

        a) Whether projects or work of a meaningful nature exist within the department or within another town department that can benefit from the ability of the employee to accept such an assignment.
        b) Whether or not other employees are already on light duty for either a work or non-work related reason.

    4. Bargaining unit members with work related injuries who are on Workers Compensation shall have priority for any light duty assignment.

    5. The decision of the Chief to allow, deny, or terminate a light duty assignment shall not be arbitrary or capricious and their decision in any individual instance shall not be binding or precedent setting for any future instance when the same or another employee request a light duty assignment. Further, decisions of the Chief concerning light duty request(s) and assignments shall not be subject to grievance by the Union.

    6. The employee on light duty shall receive their normal hourly rate for any work hours performed while on light duty, regardless of whether or not they are assigned within the Department or to another town department.

    7. Light duty assignments shall not affect shift assignments or shift bid possibilities.

    8. In cases of those employees who are approved for a light duty assignment due to pregnancy they shall be permitted to work in such light duty capacity until the work available is complete or when a health care professional decides it is no longer in the employee and/or the unborn child's best interest to do so, whichever occurs first.

6. Part – Time Dispatcher Position: The position of Part-Time Dispatcher, while covered by the non-benefit or non-monetary articles of the collective bargaining agreement, shall only be entitled to the following benefits provisions of the contract as identified below. Employees in this position shall not be eligible for any benefit provision, including, but not limited to, Health, Dental, Life, Disability, Earned Time, Incentive Pay, Academic Reimbursement, Retirement or others that are not specifically identified below.

   1. Article – 15 Holidays – Part-time Dispatchers who are normally assigned a shift that works during a holiday will receive compensation of eight (8) hours of pay (or prorated for the actual time worked up to a maximum of eight (8) hours) at their regular hourly rate of pay for time worked during the holiday, in addition to their normal pay for that period.

   2. Article 18 – Bereavement Leave – Part-time Dispatchers will receive one (1) day of bereavement leave in case of a death in an employee's immediate family.

   3. Article 27 – Uniform Allowance - Part-time Dispatchers will receive $200 annually

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. Authority to discipline shall be allowed as follows:

Discipline	Authority to Issue
Verbal Warning	Chief of Police, Captain, Sergeant
Written Warning	Chief of Police, Captain
Suspension	Chief of Police
Discharge/Termination	Board of Selectmen

5. No employee shall be penalized, disciplined, suspended, or discharged without just cause.

6. The Personnel record of an employee will be cleared of written reprimands after a period of two (2) years from the date of reprimand.

7. Within 30 working days of the initiation of any internal investigation the subject of said investigation will be notified in writing. This notification will include the date the investigation started along with a brief description generally outlining all complaints as known at the time the investigation commenced. A final disposition / resolution to any internal investigation will be issued in a timely manner and should generally not exceed one hundred (100) days from the date the internal investigation started. This timeframe may be extended by notice from the Chief.

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.

In the event that the Police Chief does not have the authority to address or resolve a grievance such grievance shall be forwarded to the Town Administrator through the Chief. The aforementioned time frame(s) shall remain in place.

STEP TWO

If the employee or the Union is not satisfied with the decision of the Police Chief or Town Administrator (as applicable), he/she may file, within ten (10) days following such decision, a written appeal with the Board of Selectmen, with an informational copy to the Police Chief or Town Administrator (as applicable), 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. 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, 2023.

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

Chief Negotiator

FOR THE TOWN OF WINDHAM

Chief Negotiator

#179

APPENDIX A
WAGES 2020
POLICE UNION - EFFECTIVE APRIL 1, 2020 - MARCH 31, 2021

Police 4/20-3/21 3.0% COLA	1.03 START	STEP 1	STEP 2	STEP 3
Patrol				
ANNUAL SALARY	Paid at Town Rate	$53,708.90	$59,259.86	$64,780.39
WEEKLY		$1,032.86	$1,139.61	$1,245.78
HOURLY		$25.8216	$28.4903	$31.1444
Patrol SRO				
ANNUAL SALARY	Paid at Town Rate	$54,514.53	$60,148.75	$65,752.10
WEEKLY		$1,048.36	$1,156.71	$1,264.46
HOURLY		$26.2089	$28.9177	$31.6116
(receives 1.5% stipend above Patrol base pay at applicable step)				
Patrol Detective				
ANNUAL SALARY	Paid at Town Rate	$55,320.16	$61,037.65	$66,723.80
WEEKLY		$1,063.85	$1,173.80	$1,283.15
HOURLY		$26.5962	$29.3450	$32.0788
(receives 3% stipend above base Patrol pay at applicable step)				
Sergeant				
ANNUAL SALARY	$67,225.51	$68,767.61	$72,217.09	$75,849.10
WEEKLY	$1,292.80	$1,322.45	$1,388.79	$1,458.64
HOURLY	$32.3200	$33.0614	$34.7198	$36.4659
Sergent Detective				
ANNUAL SALARY	$69,242.28	$70,830.64	$74,383.60	$78,124.57
WEEKLY	$1,331.58	$1,362.13	$1,430.45	$1,502.40
HOURLY	$33.2896	$34.0532	$35.7613	$37.5599
(receives 3% stipend above Sergeant base pay at applicable step)				
Dispatch				
ANNUAL SALARY	Paid at Town Rate	$39,043.95	$46,843.15	$51,732.75
WEEKLY		$750.85	$900.83	$994.86
HOURLY		$18.7711	$22.5207	$24.8715
Dispatch TAC				
ANNUAL SALARY	Paid at Town Rate	$39,629.61	$47,545.79	$52,508.74
WEEKLY		$762.11	$914.34	$1,009.78
HOURLY		$19.0527	$22.8586	$25.2446
(receives 1.5% above Dispatch base pay at applicable step)				

APPENDIX A
WAGES 2021
POLICE UNION - EFFECTIVE APRIL 1, 2021 - MARCH 31, 2022

Police 4/21-3/22 2.5% COLA	1.025	START	STEP 1	STEP 2	STEP 3
Patrol					
ANNUAL SALARY		Paid at Town Rate	$55,051.65	$60,741.32	$66,399.86
WEEKLY			$1,058.69	$1,168.10	$1,276.92
HOURLY			$26.4671	$29.2026	$31.9230
Patrol SRO					
ANNUAL SALARY		Paid at Town Rate	$55,877.43	$61,652.44	$67,395.86
WEEKLY			$1,074.57	$1,185.62	$1,296.07
HOURLY			$26.8641	$29.6406	$32.4019
(receives 1.5% stipend above Patrol base pay at applicable step)					
Patrol Detective					
ANNUAL SALARY		Paid at Town Rate	$56,703.20	$62,563.56	$68,391.86
WEEKLY			$1,090.45	$1,203.15	$1,315.23
HOURLY			$27.2612	$30.0786	$32.8807
(receives 3% stipend above base Patrol pay at applicable step)					
Sergeant					
ANNUAL SALARY		$68,906.24	$70,486.90	$74,022.61	$77,745.30
WEEKLY		$1,325.12	$1,355.52	$1,423.51	$1,495.10
HOURLY		$33.1280	$33.8879	$35.5878	$37.3775
Sergent Detective					
ANNUAL SALARY		$70,973.43	$72,601.51	$76,243.29	$80,077.66
WEEKLY		$1,364.87	$1,396.18	$1,466.22	$1,539.95
HOURLY		$34.1218	$34.9046	$36.6554	$38.4989
(receives 3% stipend above Sergeant base pay at applicable step)					
Dispatch					
ANNUAL SALARY		Paid at Town Rate	$40,019.99	$48,014.13	$53,026.04
WEEKLY			$769.62	$923.35	$1,019.73
HOURLY			$19.2404	$23.0837	$25.4933
Dispatch TAC					
ANNUAL SALARY		Paid at Town Rate	$40,620.28	$48,734.34	$53,821.43
WEEKLY			$781.16	$937.20	$1,035.03
HOURLY			$19.5290	$23.4300	$25.8757
(receives 1.5% above Dispatch base pay at applicable step)					

APPENDIX A
WAGES 2022
POLICE UNION - EFFECTIVE APRIL 1, 2022 - MARCH 31, 2023

Police 4/22-3/23 2.5% COLA	1.025	START	STEP 1	STEP 2	STEP 3
Patrol					
ANNUAL SALARY		Paid at Town Rate	$56,427.86	$62,259.94	$68,059.84
WEEKLY			$1,085.15	$1,197.31	$1,308.84
HOURLY			$27.1288	$29.9327	$32.7211
Patrol SRO					
ANNUAL SALARY		Paid at Town Rate	$57,274.28	$63,193.84	$69,080.73
WEEKLY			$1,101.43	$1,215.27	$1,328.48
HOURLY			$27.5357	$30.3817	$33.2119
(receives 1.5% stipend above Patrol base pay at applicable step)					
Patrol Detective					
ANNUAL SALARY		Paid at Town Rate	$58,120.69	$64,127.74	$70,101.63
WEEKLY			$1,117.71	$1,233.23	$1,348.11
HOURLY			$27.9426	$30.8306	$33.7027
(receives 3% stipend above base Patrol pay at applicable step)					
Sergeant					
ANNUAL SALARY		$70,628.90	$72,249.00	$75,873.19	$79,688.83
WEEKLY		$1,358.25	$1,389.40	$1,459.10	$1,532.48
HOURLY		$33.9562	$34.7351	$36.4775	$38.3119
Sergent Detective					
ANNUAL SALARY		$72,747.76	$74,416.47	$78,149.39	$82,079.49
WEEKLY		$1,399.00	$1,431.09	$1,502.87	$1,578.45
HOURLY		$34.9749	$35.7772	$37.5718	$39.4613
(receives 3% stipend above Sergeant base pay at applicable step)					
Dispatch					
ANNUAL SALARY		Paid at Town Rate	$41,020.53	$49,214.45	$54,351.72
WEEKLY			$788.86	$946.43	$1,045.23
HOURLY			$19.7214	$23.6608	$26.1306
Dispatch TAC					
ANNUAL SALARY		Paid at Town Rate	$41,635.84	$49,952.67	$55,166.99
WEEKLY			$800.69	$960.63	$1,060.90
HOURLY			$20.0172	$24.0157	$26.5226
(receives 1.5% above Dispatch base pay at applicable step)					