

*COLLECTIVE BARGAINING SESSIONS:*

*THE TOWN OF PLAISTOW*

*&*

*THE PLAISTOW POLICE ASSOCIATION*

*(TEAMSTERS LOCAL NO. 633 OF MANCHESTER, NH)*

April 1, 2024 - March 31, 2027

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**Article 1**  
**Recognition and Bargaining Unit Description**

**Section 1**

The Employer recognizes Teamsters Local Union No. 633 of Manchester, NH as the sole and exclusive bargaining agent for the members of the Association for the purpose of collective bargaining as to salary, wages, and fringe benefits. The termination of employees during their probationary period shall not be subject to the grievance procedure.

Employees in the following ranks/classifications have been certified (Case Na. P 0748 12/11/91) as being included in the bargaining unit:

1. All full-time Lieutenants, Sergeants, Master Patrol Officers (MPO's), Officers and permanent part- time Police officers
2. All full-time Communications Supervisors, Specialists, Dispatchers, and permanent part-time Dispatchers
3. Administrative Assistant (unless, included as confidential)
4. Part time Administrative Assistant/Full-Time Records Clerk

**Section 2**

Excluded from recognition and this Agreement are all employees in the following job classifications: Chief of Police, Deputy Chief, Captain(s), and the Confidential Administrative Assistant to the Chief of Police.

**Article 2**  
**Employee Rights**

**Section 1**

The Town agrees not to discriminate against any employee covered by this Agreement in conditions of employment to discourage or encourage membership in the Union, or to discriminate against any employee because he/she had given testimony, or taken part in a grievance procedure, or any other Union proceedings.

**Section 2**

The Town and the Union agree not to discriminate in any manner against any employee covered by this Agreement because of — but not limited to — veteran or military status, marital status, physical or mental disability, age, race, color, religion, sex, sexual orientation, gender identity, pregnancy, national origin, genetic information, or ancestry.

**Section 3**

Upon individual authorization signed by the employee requesting dues deduction(s) the Town agrees to deduct the authorized dues for Union membership as certified to the Town by the Teamsters Local 633 from the Member's pay. Any initiation fees and all dues shall be remitted to the Union prior to the 20th of the month.

Said deduction should be made each pay period provided, however, that if an 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 of dues will be made for that pay period.

The Town will send the amount ~~so~~ deducted once a month to the Secretary-Treasurer, Teamsters Local Union No. 633 of Manchester, NH, P.O. Box 870, Manchester, NH, 03105.

The Union shall indemnify and hold harmless the Town should any dispute arise between the Union, the Employee, and the Town because of administration of this Article.

**Section 4**

The Town will provide space for the Union to install a bulletin board for the purpose of posting Union notices and information. The Chief of Police may require that materials be removed from the bulletin board if they do not relate to the Union-management relations relevant to the Town or legitimate Union activities.

**Section 5**

The Town shall offer to all employees a payroll deduction for an established 457 savings plan.

**Article 3**  
**Management Rights**

**Section 1**

Except to the extent that there is contained in this Agreement an express and specific provision to the contrary; or to the extent the issue has been determined by decisional law, all of the authority, power, rights, jurisdiction, and responsibility of the Town and the Police Department are retained and reserved exclusively to the Town and the Chief of Police including, but not limited to, the right to manage the affairs of the Town and the department and to maintain and improve the efficiency of its operations; to determine methods, means, process and personnel by which operations are to be conducted; to determine the size and direct the activities of the Police Department; to-determine the schedule and hours of duty consistent with this Agreement and the assignment of employees to work; to establish new job classifications and job duties and functions, to require from each employee the efficient utilization of his services; unless otherwise conditioned by this Agreement; to hire, promote, assign and retain employees; and for just cause and reason to discipline, suspend, demote, and discharge employees, to promulgate and support reasonable rules and regulations pertaining to the operations; in accordance with RSA 273:A:1:XI. Management has the right to go biweekly payroll if it chooses.

**Section 2**

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

**Section 3**

Merit Payments will be allowed at the sole discretion of the Chief of Police in amounts up to \$200 to any one employee in a year. (More than one employee may receive merit pay in a given year). This will be made public and is designed to encourage morale and performance. The selection criteria and process will not be subject to the grievance procedure.

**Section 4**

It is acknowledged that during the negotiations that have resulted in this Agreement, the Union had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects 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, for the life of this Agreement, this Agreement shall constitute the total agreement between the parties: This Agreement may

be amended only by mutual consent of both parties.

**Section 5**

The Town may implement an evaluation system, including the methods and timetables for conducting evaluations. These evaluations may be used as evidence in disciplinary proceedings limited to charges of inability, inefficiency, unwillingness, neglect, or related violations of the Town's Code of Conduct or the Department's Standard Operating Procedures, provided such evaluations, standing alone, shall not serve as the sole basis for the imposition of discipline. Written performance evaluations shall not reveal any shortcomings that have not already been discussed with the employee. Nothing in this section shall prevent the Chief of Police or his/her designee from taking appropriate corrective action for unsatisfactory performance.

**Section 6**

Direct Deposit will be offered to union members on the same basis as it is offered to other Town Employees.

**Section 7**

Wherever the Collective Bargaining Agreement ties a benefit to the Town of Plaistow Personnel Plan, the Town retains the right to unilaterally change the Personnel Plan without it being considered an unfair labor practice. The changes will be in effect for both bargaining and non-bargaining unit members.

**Article 4**  
**Consultation**

**Section 1**

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

**Section 2**

Nothing contained herein shall prevent the Union from consulting with the Chief of Police or his/her designee at any time if matters of mutual concerns arise.

**Article 5**  
**Grievance Procedure**

**Section 1**

Definition – a Grievance is defined as a written dispute, claim, controversy, or complaint which is filed and signed by the Union, and which arises under the terms of this Agreement.

Note: An employee who has a complaint must take up the complaint with his/her immediate supervisor verbally before he/she can process the complaint as a formal grievance. The immediate supervisor shall give his/her answer within two (2) days. It is anticipated that nearly all complaints can be resolved informally without grievance.

Each grievance must be submitted in writing by the Union and must contain a statement of the facts surrounding the grievance; the provision(s) of this agreement allegedly violated the relief requested and

the extent to which the grievant has sought an informal adjustment of the grievance.

## **Procedure**

### **Section 2**

**Step One** – An employee asking to process a grievance must file a written statement of the grievance to the Chief of Police no later than ten (10) business days after the employee knew the facts on which the grievance is based, and in no case more than sixty (60) days from the occurrence of the act by the Town causing the grievance. The Chief of Police or his/her designee shall meet with the employee within ten (10) business days following receipt of the notice and shall give a written decision within ten (10) business days thereafter.

However, if an employee is suspended without pay or discharged, they will be entitled to skip step one of the grievance procedure and go directly to Step 2 and the Town Manager, or his/her designee will make himself or herself available within five (5) days. If this does not occur the aggrieved employee can go directly to Step 3.

**Step Two** – If the employee is not satisfied with the decision of the Chief of Police, he/she may file, within five (6) business days following the Chief's decision, a written appeal with the Town Manager setting forth the specific reasons why he/she believes the Agreement is being violated by the Town action in question. Within twelve (12) business days following receipt of the appeal, the Town Manager shall either issue a written decision or schedule a Hearing. Said hearing shall be held no later than twenty (20) business days following receipt of the appeal and written decision shall be rendered within five (5) business days thereafter.

**Step Three** – If the employee is not satisfied with the decision of the Town Manager, the Union may file, within twenty (20) business days following the receipt of the decision of the Town Manager, a request for arbitration to the Town of Plaistow, the arbitrator for which shall be selected by mutual agreement or through the Public Employee Labor Relations Board's arbitrator-selection process. The decisions of the arbitrator shall be final and binding on the parties, subject to the provisions of New Hampshire RSA chapter 542 as amended.

### **Section 3**

The cost of arbitration shall be borne equally by the Town and the Union.

### **Section 4**

The foregoing time limitations may be extended by mutual agreement of the parties.

### **Section 5**

The grievant may be present at all steps of the procedure.

### **Section 6**

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

### **Section 7**

Individuals called as witnesses shall be compensated by the party initiating the request for such service.

### **Section 8**

No material related to a Grievance filed under this Section shall be placed in the employee's Personnel File. All reprimands or discipline found to be valid under this grievance procedure may be placed in the individual's Personnel File.

**Section 9**

The Union and the Town agree that unless an employee incurs subsequent discipline for similar misconduct or incompetence, warnings, and reprimands may not be used as the basis for any subsequent action by the Town after one (1) year; and suspensions, after three (3) years, with the understanding that the value of such discipline diminishes over time.

Any and all unfounded 'complaints shall not be part of an employee's personnel file.

**Section 10**

Failure of the grievant in any step of this Grievance Procedure to initiate and/or appeal a grievance to the next step within the time limits specified in this Article shall be deemed a waiver of the grievant's right to challenge management's decision or pursue that grievance and will be considered acceptance of that last decision rendered.

**Article 6**  
**Temporary Leave of Absence**

**Section 1**

**Negotiations - Released Time**

Leave from duty with full appropriate pay shall be granted to on-duty members of the Union's. Negotiating Committee, who attend meetings between the Town and the Union for the purpose of negotiating the terms of an agreement.

**Section 2**

**Grievance Hearings**

Leave from duty with full pay shall be granted to an on-duty employee who files a grievance under Article 5 (Grievance Procedure) for the purpose of attending any Hearing relating to the officer's grievance.

**Section 3**

**Bereavement Leave**

Employees shall be granted up to five (5) consecutive days for leave upon the death of a spouse, three (3) consecutive paid working days of leave upon the death of his/her immediate family. Immediate family shall include the following:

- |                 |  |
|-----------------|--|
| (step) mother   | grandmother                              |
| (step) father   | grandfather                              |
| (step) son      | grandchild                               |
| (step) daughter | ward                                     |
| (step) brother  | relative residing in the employee's home |
| (step) sister   |  |

Special leave of one (1) working day with pay shall be granted an employee for the purpose of attending the funeral in the event of death of his/her:

- |               |               |
|---------------|---------------|
| sister-in-law | father-in-law |
|---------------|---------------|

brother-in-law  
aunt

mother-in-law  
uncle

Exceptions may be made by the Chief of Police or his/her designee in special circumstances.

Bereavement Leave shall be granted to part-time employees when they are scheduled to work on days during which such leave is needed.

#### **Section 4**

##### **Maternity/ Paternity Leave**

Maternity and Paternity leave shall be subject to the Family Medical Leave Act provisions set forth in the Town's Personnel Plan, as those policies may be amended. Notwithstanding the foregoing, the Town shall be required to bargain with the Union related to any proposed changes to Short-Term Disability and/or the use of leave entitlements during leave taken pursuant to the Town's Family Medical Leave Act policy.

#### **Section 5**

##### **Military Leave**

Military leave shall be subject to the Military Leave provisions in the Town's Personnel Plan, as those policies may be amended. Notwithstanding the foregoing, the Town shall be required to bargain with the Union related to any proposed changes to any supplemental compensation provided to employees who must take Military Leave under the Town's Military Leave policy.

#### **Section 6**

##### **Temporary Leave of Absences**

- a) The Family Medical Leave Act (FMLA) will be provided as outlined in the Town's Personnel Plan with the additional provision that the Town may at its sole discretion pick up the entire medical costs if the Board of Selectmen deem appropriate based upon the circumstances, however this provision will be rescinded if it must apply to all or none. If the Town Personnel Plan does not encompass recent changes to the Family Medical Leave Act, it will be revised to do so.
- b) 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.
- c) Earned time will not accrue during the period of unpaid leave, except for those hours/days covered by Earned Time benefits.
- d) After twelve (12) weeks has elapsed, the employee's employment status will be continued only by virtue of return to duty.
- e) The twelve (12) month period, for purposes of FMLA calculation, shall be the anniversary date of the initial granting of leave of absence under the Act and this Article of the Agreement.
- f) While most of an employee's leave time will be used before any unpaid leave for FMLA time, an employee will be allowed to retain up to 24 hours of their ETO time.



**Article 7**  
**Probationary Employees**

**Section 1**

The period following the initial appointment of any employee to a position of permanent status is considered the employee's probationary period. For the purposes herein, the initial appointment date (employees official "date of hire") shall be determined by the signing of the retention contract and accompanying documents (uniforms, benefits, dues) on a date decided by the Chief of Police. The employee performance will be evaluated by the Chief of Police or his/her designee at the mid-term of such period and thirty (30) days from the end of the period. Based upon the evaluations the Chief of Police will recommend retention or dismissal of the employee to the Town Manager. The dismissal of an employee during the probationary period is not subject to the grievance procedure.

**Section 2**

The length of the probationary period shall be as follows (except that probationary periods may be extended by mutual agreement between the Union and the Town when the probationary period has been interrupted by the absence of the employee due to illness or injury):

- a) Full Time Certified Patrol Officer                      1 Year
- b) Full Time Non-Certified Patrol Officer                18 Months
- c) Part Time Patrol Officer
  - i. A one (1) year period consisting of 1300 hours worked per year which includes all shifts, detail assignments, and schools;

**OR**

- ii. Three (3) years from the date of initial hire, whichever comes first.

- d) Dispatchers (Both Full and Part Time)                1 Year
- e) Administrative Assistant,                                    1 Year  
and Part Time Administrative Assistant/  
Full-time Records Clerk

**Section 3**

A probationary employee may be discharged from duty at any time during the probationary period if the Chief so recommends to the Town Manager and the Town Manager concurs with that recommendation.

**Section 4**

Employees promoted to a position of a higher rank or a position occupying a higher salary range will serve a probationary period of one (1) year identical to those specified in Section 2 of this Article. However, such employees will be provided with such rights (relative to seniority and "bumping") as are outlined in Article 8: Promotions and Transfers of this Agreement.

## **Article 8** **Promotions and Transfers**

### **Section 1**

Employees promoted to a higher rank or a position occupying salary range which is higher will, if they fail to satisfactorily complete the one (1) year probationary period, be returned to their original rank or classification. All seniority which existed at the promotion will be restored and will be available for purposes of "bumping" less senior employees in the original rank or classification.

### **Section 2**

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

### **Section 3**

In filling any vacancy in the position of Sergeant, Lieutenant, Communication Specialist, or any position within the bargaining unit, the Town will notify the Union in writing, will post the position on the Union's bulletin board, and shall provide a window of no less than seven (7) days for bargaining unit members to apply. The posting shall contain the title of the position, the salary range, minimum qualifications, job description or the location where the job description can be obtained, and the date by which applications must be submitted.

The promotional process may consist of a written exam, a professional review board, and/or an interview. The Town may conduct such promotional process itself or may use an assessment center, provided that the Town shall use the same promotional process and shall use the same administrator of that promotional process for all candidates. If a member of the bargaining unit performs satisfactorily on said tests, boards, and interviews, the Town shall offer that position to the bargaining unit member best qualified for the position. Upon request, the Town will provide all bargaining unit members who apply for the position with a written explanation as to why that bargaining unit member was not selected for the position.

If the Town determines that no member of the bargaining unit is qualified to fill the position, the Town may also advertise the position outside the Department. The Town shall use the same criteria and tests as was used with members of the bargaining unit when considering candidates from outside of the Department.

### **Section 4**

In filling any vacancy outside of the bargaining unit, the Town shall notify the Union in writing and will post the position on the Union's bulletin board and shall provide a window of no less than seven (7) days for bargaining unit members to apply. The Town may also advertise the position outside the Department. Vacancies shall be filled after giving due consideration to the candidate's qualifications, test performance, performance during any interview or oral boards, references, and shall give priority to existing members of the bargaining unit.

**Section 5**  
**Officer – Step 9 – Master Patrol Officer**

**Purpose**

The purpose of this directive is to establish the award classification of Master Patrol Officer and to outline the minimum mandatory requirements that must be met in order for a Police Officer to be awarded Master Patrol Officer status.

It is the policy of the Plaistow Police Department to recognize exemplary performance and years of dedicated service by awarding "Master Patrol Officer" status to those officers that meet the standards set forth in this directive.

**Procedure**

Those officers that have met the following requirements shall be awarded Master Patrol Officer status:

1. A minimum of five years continuous full-time police service with the Plaistow Police Department.
2. The officer shall be certified in and have at least one year in the position of Field Training Officer, Prosecutor, Instructor in one or more police service disciplines, or Instructor Development as described below. If none of these positions are available, an officer with six years' experience will be given the opportunity to attend Instructor Development until a position opens. After attending Instructor Development, the officer must have at least twenty hours (20 hours) of instructing other police officers.
3. An officer that has other special duties may petition the Captain(s), Lieutenant, and Sergeants to consider this special duty as meeting the above requirements with the intent of demonstrating the ability to train and or help other officers to do better.
4. Commendable evaluations for a minimum of two years preceding this award. Additionally, any officer that has been suspended without pay in the two years being reviewed shall not be eligible for award.
5. Clear demonstration of the principles described in the departments' Mission and Value statements. This "clear demonstration" shall be apparent during the review of the officer's service record and the interview described below.
6. A written examination that measures knowledge of frequently used Operations and Investigations Policies will be prepared by the Captain(s), Lieutenant, and Sergeant(s) designated by the Chief of Police after which it will be reviewed by the Chief of Police. A minimum of thirty days' notice shall be posted along with the subject areas to be tested. A passing score is 70% or greater.
7. An interview by a board of all available Captain(s), Lieutenant, and Sergeant(s), and one other non-police town employee with supervisory responsibility that is chosen by the Captain(s),

Lieutenant, and Sergeant(s). After the written test is graded, the topic areas of the oral interview will be posted. The interview shall be limited to job-related questions. A minimum of two-thirds majority affirmative vote of the oral board members will be required for a passing score.

The intent of the oral board exam is to evaluate the following:

- Attitude
- Personal traits
- Self-expression
- Judgment
- Leadership,
- Education and Experience

8. The Captain(s), Lieutenant, and Sergeant(s) shall make a recommendation to the Chief of Police within five working days of completion of all phases of the award process. The Chief of Police shall review the written test, the oral board results, the officers personnel file, and the Captain(s), Lieutenant, and Sergeant(s) recommendation before awarding Master Patrol Officer to eligible employees. If denied, the Chief of Police will cite the reasons for denial which can be discussed with the Command Staff. The applicant then has ten days to make a final appeal to the Town Manager.

NOTE: Once an officer has reached the minimum time in service requirement, they shall be afforded the opportunity to test for Master Patrol Officer Status. If an officer or officers will be eligible between April 1st and September 30th, they too shall be afforded the opportunity to test. However, no officer shall be authorized to wear the award on the uniform or receive a step increase until they meet all minimum requirements. This promotion may not be delayed for financial reasons.

9. Annually, the first Tuesday in April, within sixty (60) days after such date, the Town shall conduct the test and announce the testing results for those employees that meet all eligibility requirements for the position of Master Patrol Officer (the "Test"). Those eligible to take the Test shall include those who will become eligible between April 1st and the following September 30th. Those employees meeting the above criteria must notify the Chief of Police in writing their intent to take the Test and provide a resume by the first Tuesday of March preceding the first Tuesday of April. The resume should include proof of completion of the eligibility requirements specified in the "Procedures" section with the exception of the minimum seven years of continuous service. The Test shall only be given once a year and only in cases where one or more employees meet the eligibility requirements. Employees who fail to maintain eligibility throughout the period after the testing process concludes but prior to the final award will forfeit the ability to be promoted until re-eligible to apply.

The Department will provide employees eligible for the Test with documentation necessary for the testing and study related materials at least thirty (30) days prior to the Test date.

The effective date of any applicable step increase in pay shall be the date the employee is authorized to wear the award of Master Patrol Officer. At the time of the applicable pay increase and the authorization to wear the award, the employee will move up in the seniority list, one

below the last Master Patrol Officer (for purposes of rank seniority, shift bid, overtime, and details). However, the effective date of any applicable step increase for an employee whose anniversary date of hire falls within the above sixty (60) day window following the first Tuesday in April, shall be such anniversary date of hire.

### **Notice of Award**

1. The Chief of Police shall post a "Notice of Award" listing all officers that have been awarded Master Patrol Officer status.
2. The Chief of Police shall also notify each officer in writing that they have been awarded Master Patrol Officer status. If the officer is not authorized to wear the award due to a time requirement, the written notice shall also include the date that the officer may start wearing the award.
3. The Chief of Police will prepare a press release advising of the officer's achievement.

### **Supervisory Responsibility**

1. In the absence of a Sergeant or Command Staff member, the Master Patrol Officer shall be the Officer in Charge on any such shift and may exercise such supervisory responsibilities as an Officer in Charge as may be established by the Chief of Police.
2. When more than one Master Patrol Officer is present the supervisory responsibility is that of the Master Patrol Officer with the most seniority as MPO.

### **Training**

Those officers that have been awarded Master Patrol Officer may be sent to First Line Supervisors School offered by New Hampshire Police Standards & Training Council and/or New England Institute of Law Enforcement Command Training Program, or other equivalent management training school(s).

### **Wearing the Award**

Those officers that have been awarded Master Patrol Officer shall wear a Master Patrol Officer stripe centered one-half (1/2) under the department patch on the sleeves of all uniform shirts and jackets.

### **Review and Appeal Process if Denied Master Patrol Officer**

1. Candidates may review their test results from all scored and ranked components of the award process but may not keep a copy of the written test.
2. All requests for review must be in writing and shall be submitted to the Chief of Police or his designee within five (5) business days of the posting of the award first.
3. All appeals shall be submitted in writing to the Chief of Police within 10 days of the posting of

the award list. The first appeal is with the Chief of Police, with a final appeal to the Town Manager.

4. Applicants are not eligible to re-apply, re-test, and/or be re-evaluated for award until the next annual testing process. If the applicant was not awarded Master Patrol Officer status from any previous testing will have no bearing on the new proceeding.

Note: If an officer is denied the promotion to Master Patrol Officer, members of the Command Staff will formulate a plan to help the officer prepare for Master Patrol Officer at the next text.

## **Section 6**

### **Dispatch – Step 6 – Communication Specialist.**

#### **Purpose**

The purpose of this directive is to establish the award classification of Communication Specialists and to outline the minimum mandatory requirements that must be met in order for a Dispatcher to be awarded Communications Specialist status. Steps one to five shall occur on employee's date of hire anniversary date, but step six on the salary scale contained herein shall occur only after the award of the classification of Communication Specialist.

#### **Policy**

It is the policy of the Plaistow Police Department to recognize exemplary performance and years of dedicated service by awarding "Communications Specialist" status to those Dispatchers that meet the standards set forth in this directive.

#### **Procedure**

Those Dispatchers that have met the following requirements shall be awarded Communications Specialist status:

- a. A minimum of three years continuous full-time dispatcher service with the Plaistow Police Department.
- b. The Dispatcher must be S.P.O.T.S. (State Police Online Telecommunications System) and GPR certified, with up to date re-certifications.
- c. Commendable evaluations for a minimum of two years preceding this award. Additionally, any dispatcher that has been suspended without pay in the two years being reviewed shall not be eligible for an award.
- d. Clear demonstration of the principals described in the departments' Mission and Value Statements. This "clear demonstration" shall be apparent during the review of the dispatcher's service record and the interview described below.
- e. An interview by a board consisting of the Captain(s), Lieutenant, Sergeant(s), and Communication Supervisor, and one other non-police town employee with supervisory

responsibility that is chosen by the board described above. The interview shall be limited to job-related questions. A minimum of two-thirds majority affirmative vote of the oral board members will be required for a passing score.

The intent of the oral board exam is to evaluate the following:

- Attitude
- Personal Traits
- Self-expression
- Judgment
- Leadership
- Education and Experience

- f. The Captain(s) shall make a recommendation to the Chief of Police within five (5) working days of completion of all phases of the award process. The Chief of Police shall review the oral board results, the dispatcher's personnel file, and the Captain(s) recommendation before awarding Communication Specialist to eligible employees. If denied, the Chief of Police will cite the reasons for denial which can be discussed with the Command Staff. The applicant then has ten (10) days to make a final appeal to the Town Manager.
- g. Note: Once a Dispatcher has reached the minimum time in service requirement, they shall be afforded the opportunity to test for Communications Specialist status. If a dispatcher (s) will be eligible between April 1st and September 30th, they too shall be afforded the opportunity to test. However, no dispatcher shall be authorized to wear the award on the uniform or receive a step increase until they meet all minimum requirements. This promotion may not be delayed for financial reasons.
- h. Within sixty (60) days after the first Tuesday in April, the Town shall conduct the test and announce the testing results for those employees meeting all eligibility requirements for the position of Communication Specialist. Those eligible to take the test shall include those who will become eligible between April 1st and the following March 31st. Those employees meeting the above criteria must notify the Chief of Police in writing of their intent to take the test and provide a resume by the first Tuesday of March preceding the first Tuesday of April. The resume should include proof of completion of the eligibility requirements specified in the "Procedures" section with the exception of the minimum (3) three years of continuous service. The test shall only be given once a year and only in cases where, one or more employees meet the eligibility requirements. Employees who fail to maintain eligibility throughout the period after the testing process concludes but prior to the final award data will forfeit the ability to be promoted until re-eligible to apply. The Department will provide employees eligible for the test with documentation necessary for the testing and study related materials at least thirty (30) days prior to the test date.
- i. The effective date of any applicable step increase in pay shall be the date the employee is authorized to wear the award of Communication Specialist. At the time of the applicable step increase and the authorization to wear the award, the employee will move up in the seniority list, one below the last Communication Specialist (for the purposes of rank seniority, shift bid

and overtime.) However, the effective date of any applicable step increase for an employee whose anniversary date of hire falls within the above sixty (60) day window following the first Tuesday in April, shall be such anniversary date of hire.

### **Notice of Award**

The Chief of Police shall post a "Notice of Award" listing all dispatchers that have been awarded Communications Specialist status. The Chief of Police shall also notify each dispatcher in writing that they have been awarded Communications Specialist status. If the dispatcher is not authorized to wear the award due to a time requirement, the written shall also include the date that the dispatcher may start wearing the award. The Chief of Police will prepare a press release advising of the dispatcher's achievement.

### **Responsibility**

In the absence of the Communication Supervisor, and when there are two (2) dispatchers on duty, the Communications Specialist shall be supervisor for that shift and may exercise such supervisory responsibilities as an Officer in Charge as may be established by the Chief of Police. During shifts when two Communications Specialists are on duty, the most senior will carry the responsibility.

### **Review and Appeal Process if Denied Communications Specialist**

1. Candidates may review their test results from all scored and ranked components of the award process but may not keep a copy of the test.
2. All requests for review must be in writing and shall be submitted to the Chief of Police or his/her designee within five (5) business days of the post of the award list.
3. All appeals shall be submitted in writing to the Chief of Police or his designee within ten (10) days of the posting of the award list. The first appeal is with the Chief of Police with a final appeal to the Town Manager.
4. Applicants are not eligible to re-apply, re-test, and/or be re-evaluated for award until the next annual testing process. That the applicant was not awarded Communications Specialist status from any previous testing will have no bearing on the new proceeding.

## **Article 9**

### **Temporary Service Out of Rank**

#### **Section 1**

Officer in Charge "OIC" will be paid as a salary differential at the rate of \$.30 per hour for the senior officer on a shift. Said differential shall be paid to the most senior officer on the shift and shall only be paid during such times where a Sergeant and/or Master Patrol Officer are not on duty during a shift. Any police officer obtaining the differential will agree to serve as OIC when needed without additional compensation.

#### **Section 2**

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



**Section 3**

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

**Section 4**

No acting supervisor or temporary upgrade will be paid when the Dispatch Supervisor is not on duty.

**Section 5**

Employees covered by this Agreement who are required to assume the duties of any rank higher than their own due a vacancy in that rank for a period of at least four days shall be compensated at that position's salary, provided said salary is not below the employee's present salary.

**Article 10**  
**Hours of Work**

**Section 1**

The regular work schedule for the Patrol Division shall be four (4) eight-and-a-half-hour days on- duty, followed by two (2) days of rest. Officers will be paid for the actual number of hours worked for their regular work schedule. In agreeing to this schedule, the Town hereby makes an election in accordance with Section 7(k) of the Fair Labor Standards Act and overtime shall not be owed unless an officer works in excess of 170 hours in a calendar 28-day period, or as otherwise provided in this Agreement. An alternative to the existing work schedule can occur by written mutual agreement. The Chief of Police may alter the start times for shifts (but not the weekly shift structure established in this Section 1) for good cause, provided the Chief of Police first confers with the Union no less than thirty (30) days prior to the effective date of such change in start times, and the Union consents to that change, which shall not be unreasonably withheld. The regular work schedule for Lieutenants shall be the day shift on Monday through Friday or such other regular schedule as established by the Chief of Police.

**Section 1-A**

The dispatch schedule will consist of one (1) midnight shift, one (1) day shift, and one (1) evening shift daily. The hours of said shifts will be subject to the approval of the Chief of Police and can consist of a combination of between 8 and 10-hour shifts.

**Section 2**

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

**Section 3**

**Swaps**

Employees shall be allowed to swap shifts with approval of the Chief of Police, or his designee provided that:

- a) No more than two (2) shifts “on the books” at any time;
- b) No added cost to the Town;

- c) When employees terminate no residual obligation to the Town;
- d) Swaps are applicable to full-time personnel and part-time personnel.

#### **Section 4**

- a) The Town shall pay to full-time police officers and dispatch personnel for the employee's regularly scheduled duty shift, a shift differential for full hours worked during the shift, a shift differential in accordance with the following schedule:

	Shifts Beginning	Will be paid a differential of:
Police Officer	1245 to 1600 hours	\$1.00/hr.
	2100 to 2400 hours	\$1.75/hr.
Dispatch	1300 to 1600	\$1.00/hr.
	2100 to 2400	\$1.75/hr.

- b) Shift differential will be handled with one rate that is constant for the six months a person has bid the shift, based on the shift bid and regardless of "what other shifts are worked.
- c) If staffing allows for a swing shift for Dispatch Personnel, the shift differential shall be an average of the shifts that the swing shift spans.

### **Article 10A** **Shift Bids**

#### **Section 1**

Shift bids are scheduled to begin January 1 and July 1 on a yearly basis. Prior to these dates the Captain(s) and Communications Supervisor and/or their designee will notify members of the upcoming shift bid with a reminder to place their preference (s). Shift bids will be honored by Seniority within Rank:

1. Lieutenant
2. Sergeant
3. Master Patrol Officer
4. Officer
5. Communications Supervisor
6. Communications Specialist
7. Dispatcher

## **Article 11** **Overtime**

### **Section 1**

Employees covered by this Agreement shall be entitled to be paid at the rate of time and a half their respective regular rates after when working outside their regular work schedule under Section 10 in any given work week.

### **Section 2**

Hours of pay status as a result of receipt of Worker's Compensation shall be used for the purpose of computing eligibility for overtime compensation.

### **Section 3**

Hours of pay status shall be used for the purpose of computing eligibility for overtime compensation.

### **Section 4**

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

### **Section 5**

Any employee covered by this Agreement who has been called back to work during his/her off duty time after being dismissed shall be guaranteed a minimum of three (3) hours work even where an employee does not fulfill all duties during his/her normal duty shift. Said callback time shall be paid at the overtime rate of pay. The Town may likewise not relieve an employee from normal duty to offset the receipt of call back pay.

### **Section 6**

#### **Scheduling**

- a) The Dispatcher on duty, after notifying the Chief of Police or his/her designee, will refer to the Detail and Scheduling Worksheet for full-time officers and full-time dispatchers.
- b) The scheduling officer or scheduling dispatcher will start at the top off the full-time list, contacting in order those on the list until the shift is accepted. When the shift is filled, the list will designate the next full-time officer or full-time dispatcher to be called for the next overtime shift. The Dispatcher records, on the list, that the full-time officer or full-time dispatcher (A) accepted the shift or refused the shift, or (N/A) were not available.
- c) If no full-time officer, or full-time dispatcher accepts the shift, the scheduling officer or scheduling dispatcher will refer to the Detail and Scheduling Worksheet for part time officers and part time dispatchers and proceed in the same manner as detailed in b) above.
- d) If the shift cannot be filled as detailed in either Section b) or Section c), it may be necessary to request an officer, or dispatcher currently working to remain on duty and/or request an officer from an upcoming shift to report early.

**Article 12**  
**Court and Hearing Appearance**

**Section 1**

Any employee, covered by this Agreement, required by the Department to testify in Court or at a Hearing, during off-duty hours, shall be entitled to a minimum of three (3) hours at his/her regular hourly rate of pay, either by the Court or by the Town or in combination. Time in excess of three (3) hours shall be paid by the Town at the employee's regular hourly rate for actual time spent to the nearest quarter hour. Hours spent in court attendance shall be included in calculating overtime.

**Article 13**  
**Holidays**

**Section 1**

The following shifts will be paid at double time for those who work them:

New Year's Day – day/eve/mid shifts  
Superbowl Sunday (two shifts) – the shift during which the game begins and the following shift  
Easter Eve – mid shift (Shift before Easter Day)  
Easter Day – day/eve shifts  
Memorial Day – day/eve/mid shifts  
Fourth of July – day/eve/mid shifts  
Labor Day – day/eve/mid shifts  
Thanksgiving Eve – mid shift (Shift before Thanksgiving Day)  
Thanksgiving Day – day/eve/mid shifts  
Day after Thanksgiving – day/eve/mid shifts  
Christmas Eve – eve/mid shifts  
Christmas Day – day/eve/mid shifts  
New Year's Eve – eve/mid shift

The following shifts will be paid at double time for the Dispatch Personnel who work them:

New Year's Day – mid/day/eve shifts  
January 2 – mid shifts  
Superbowl Sunday (two shifts) – the shift during which the game begins and the following shift  
Easter Day: mid/day/eve shift  
Memorial Day – eve/day/mid of following day  
Fourth of July – eve/day/mid of following day  
Labor Day – day/eve/mid shifts  
Thanksgiving Eve – eve shift (Shift before Thanksgiving Day)  
Thanksgiving Day – mid/day/eve shifts  
Day after Thanksgiving – mid/day/eve shifts  
Christmas Eve – eve  
Christmas Day – mid/day/eve shifts  
New Year's Eve – eve shift

If an employee takes an ETO on a scheduled holiday, the employee receives his/her ETO for the day. If the Town cannot fill any holiday in this section, it will follow the procedure outlined in Article 14, Section 5 (g). If working a scheduled shift (of these thirty-one (31) shifts) puts an employee into an overtime situation, they will be paid double time and half for the overtime hours.

### **Section 2**

All part-time dispatch employees of the Department on the roster December 1 and who were members at least six (6) months of the year will be paid sixteen (16) hours, paid at regular rate on the first pay period in December.

### **Section 3**

For Dispatch personnel, swing shifts on a holiday will receive either a full 8-hour or 10-hour continuous holiday pay, as long as the swing shift is scheduled to start within the holiday shifts identified above.

## **Article 14** **Earned Time**

### **Section 1**

Earned Time is an alternative approach to the traditional manner of covering absence for holidays, vacation, 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. Earned time will accrue during the period of unpaid leave, except for those hours/days covered by Earned Time benefits.

### **Section 2**

**Coverage** – Employees who are employed in a permanent position who regularly work in excess of 30 hours per week are covered by Earned Time. The accrual rates for employees hired before April 1, 2014, are as follows:

<b>Months of Service Started/Completed</b>	<b>Days Accrued (Approx.) Per Month</b>	<b>Annual Days</b>
Hire to 12	2.50	30
13-60	2.92	35
61-120	3.33	40
121-192	3.75	45
193-204	3.83	46
205-216	3.92	47
217-228	4.00	48
229-240	4.08	49
241+	4.17	50

The accrual rates for employees hired on or after April 1, 2014, are as follows:

<b>Months of Service Started/Completed</b>	<b>Days Accrued (Approx.) Per Month</b>	<b>Annual Days</b>
Hire to 12	2.44	29.25
13-60	2.85	34.25
61-120	3.27	39.25
121-192	3.69	44.25
193-204	3.77	45.25
205-216	3.85	46.25
217-228	3.94	47.25
229-240	4.02	48.25
241+	4.10	49.25

ETO days will be calculated on a monthly basis for all employees who worked or took ETO for the four/five weeks of the month.

### **Section 3**

For purposes of this policy, service will be calculated in a manner identical to that used for purposes of longevity (Article 18). Those hired after the 15th of a month cannot count the month of hire; whereas those hired on or before the 15th will count the month of hire. 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.

### **Section 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.

### **Section 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.
- b) Earned days may be used in units of thirty minutes or more.
- c) 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 are indicated.

- d) Employees shall be allowed to donate ETO to other Association members in time of need. Employees interested in donating ETO to other Association members in time of need should notify the Human Resources Manager. ETO time may be donated in increments of one (1) hour.
- e) Days converted into the Sick Leave Pool do not count towards minimum usages.
- f) Earned time benefits accrue only during the initial three (3) weeks (fifteen (15) working days) of Sick Leave Pool usage. Each separate use of the Sick Leave Pool, however, provides for the continuing earning ability.
- g) With fourteen (14) days' notice, requests for earned time will be guaranteed except that in the event that an opening on a shift cannot be filled and this failure creates a public safety concern for Management, the method of filling the entire shift or part thereof will be followed in the order presented below.
  - i. Using a part-time employee to fill the vacancy if the shift or part thereof does not interfere with the employee's full-time employment.
  - ii. Having an employee from the current shift remain on duty for the first (1<sup>st</sup>) half of the vacant shift and having an employee from the following shift report for duty early to cover the second (2<sup>nd</sup>) half of the vacant shift. In the instance that the entire vacant shift does not need to be filled, the officer on the shift closest to the needed time frame will stay over or report early. The employee required to stay over or report for early duty will be based upon seniority with the least senior employee being called upon first. Officers assigned to the Detective Unit or as the School Resource Officer will also be included.
  - iii. One or more of the four (4) most junior patrol officers in the bargaining unit may be scheduled for the shift even if it means revoking an ETO request.
- h) The decision to fill an entire vacant shift or part thereof (specific number of hour) will be determined by management. Management will also determine the number of employees necessary for a shift in order to alleviate any public safety concerns.
- i) No ETO time will be guaranteed on a scheduled Old Home Day.
- j) Management recognizes that requiring employees to work in order to fill shift vacancies can sometimes create a personal hardship for the involved employee. These hardships will always be considered and evaluated by management in order to prevent or minimize any hardship to the affected employee & in such cases Management may go to the next least senior employee(s).
- k) Effective January 1, 2014, employees will be able to cash-in ETO hours by written request once a year requests for the following calendar year must be made by December 15th of the

current year. Timely requests shall be paid in the second pay period of January of the following calendar year. Employees may cash- in up to 320 hours of ETO per calendar year provided that 160 hours of ETO are still retained by the employee. Effective January 2, 2014, no accumulation over 460 hours of ETO is allowed as measured on January 1st of each year.

- l) Pay rate for Earned Time will be consistent with the rate of pay at the time of the issuance of the check.
- m) An employee who does not successfully complete either Field Training and/or for probation will not be-able to cash in ETO time upon leaving service.
- n) There is a minimum usage of ETO required each calendar year as per the following schedule:

Years of Service	Calendar Year Minimum Usage Requirement
1 <sup>st</sup> Year	No minimum requirements
2-5 Years	40 Hours
6-10 Years	80 Hours
11+ Years	120 Hours

- o) Computation of minimum usage will be as of December 31st of each year. Minimum usage days that are not used are forfeited. Minimum usage days are not included in the annual cash-in.

## **Section 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 conversion of a 1 to 3 ratio and a maximum accrual of 150 days. Similar to purchasing insurance, the employee may pick a given number of days to exchange for coverage in case of extended disability.

Pool days are not eligible for payout at retirement or termination and are available for use only under the conditions listed below:

- a) Use of Pool days may begin on the sixth consecutive workday absence due to illness, injury, or other disability.
- b) A physician's report must accompany the request to use Pool days.
- c) It is not necessary to use up all Earned Days before using Pool days.
- d) The employee may continue using Pool days until his/her Pool is exhausted or until no longer disabled.
- e) Periodic doctor's reports may be required.



- f) The maximum Pool Day accrual is 150 days.

## **Section 7**

### **Termination**

Unused Earned Time Days up to a maximum of sixty (60) days accumulation 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. However, since a notice period of two (2) weeks is considered to be appropriate and normal for any employee termination, in cases where such notice is not given, a pro-rated payment for Earned Time accrual, based on the notice given, will be made. Exceptions to such notice requirements may be granted by the Board of Selectmen, Employees may leave Earned Time earnings intact, pending recall if the nature of their absence from employment is lay-off.

- a) Earned Time is paid at the same base pay rate at time of termination.
- b) Earned Time is not earned on Earned Time paid at termination.

## **Article 15** **Injury Leave**

### **Section 1**

Workers' Compensation as distinguished from Earned Time, shall mean the absence from duty caused by an accident, injury, or occupational disease incurred while the employee was engaged in the performance of his/her official duties. All employees should report workplace injuries, exposures, or illnesses as soon as is reasonably possible after knowledge of the incident.

- a) The Town will pay to an employee, absent as a result of employee related disability, an amount which is provided by New Hampshire Statute and administered by a company of the Town's choosing.
- b) The Town will pay its share of an employee's insurance while and employee is out on Worker's Compensation until such time as the employee goes onto Social Security, permanent disability, or the Town's long-term disability plan, but the employee will be responsible for his/her share of insurance and voluntary deductions.

### **Section 2**

An employee may utilize his/her Earned Time or when appropriate the Sick Pool to cover the period between the occurrence of a job-related injury or disease and the on-set or availability of Worker's Compensation payments.

### **Section 3**

At any time after a job-related disability, the employee may request that: Earned Time or when appropriate the Earned Time Pool be used to supplement the payments as noted above. In no case shall the combination of Earned Time or Earned Time Pool benefits and the compensation received from the Worker's Compensation equal more than one hundred percent (**100%**) of the employees' regular rate of pay.

**Section 4**

Upon receipt of the Worker's Compensation payments, the employee may elect to submit payment to The Town by virtue of signing over a portion of his/her Worker's Compensation check to the Town for the purpose of restoring a portion of either the Earned Time or Earned Time Pool Days used to cover the work-related disability. Such restoration of days need not be made if the employee does not desire to restore such. Earned Time or Earned Time Pool benefits.

**Section 5**

If the Town provides long-term disability to its employees, it shall be offered to Union employees on the same basis.

**Article 16**  
**Health Insurance**

**Section 1**

As a condition of employment, each full-time member of the bargaining unit shall enroll in and authorize payroll deductions in the benefit program offered by Allegiant Care. The Plaistow Police Association and Teamsters Local Union No. 633 of Manchester, NH agree to defend and hold harmless the Town of Plaistow and all of its employees and appointed or elected officials from any claim or liability arising out of its deduction of dues and payment to the Trust under this section. The premium to the Town will not increase more than six (6%) percent per year from Allegiant Care so that the Town's contribution dollar amount paid for its share of the single, two- person and family health insurance will increase no more than six (6%) percent per year each year for the life of the contract. In the event that the premium to the Town increases above 6% above the prior year's premium costs, the employees shall be responsible for paying the entirety of the amount of that premium increase above 6%, which shall be deducted from the employee's regular wages. The Town will make available a comprehensive insurance programs, covering Health, Dental, Vision, Prescription Drug, Short Term and Long-Term Disability and Life Insurance. The Town, at no cost to the employee, shall provide to all full-time employees Insurance. The Town, at no cost to the employee, shall provide to all full-time employees covered by this Agreement, term life insurance with a face value equal to a minimum of Ten Thousand Dollars (\$10,000) however they reserve the right to modify the plan within these restrictions. Said insurance policy shall also provide that coverage paid for an employee's accidental death be double.

It is understood that changes in the Allegiant Care premium occur in July. The rate of reimbursement will be figured after the premium costs are determined in or around July of each calendar year, at which time the Town will notify the employees of the applicable deductions, which shall be subject to the protocols and provisions in this Section 1.

- a) The difference between the Town's subsidy and total premium costs will be paid by the employee through payroll deduction. The Town will establish a Section 125 salary reduction account, in accordance with internal Revenue Service regulations, to provide for pre-tax employee payments of their portion of the premium costs.
- b) In case both the husband and wife are employed by the Town, the Town will pay the prevailing negotiated rates of the subsidy for either a one person, two person, or family plan.

**Section 2**

The Town shall maintain all other insurance policies which currently provide coverage to the employees covered by this Agreement including the disability policy currently provided by New Hampshire Management Trust, Inc.

**Section 3**

**Waiver of Health Insurance Benefits**

Employees who have Health Insurance Coverage under their spouse's plan, or another comparable insurance plan will be eligible for compensation in lieu of the Town's Health Insurance Plan. Full time employees will be compensated at 50% of the amount of the Town's contribution to the health insurance premium for which the employee is qualified.

To be eligible for this benefit, employees must meet the following criteria:

- a) Have and show proof of their coverage in a comparable plan;
- b) Initially attend informational seminar to explain the effect of this waiver;
- c) Sign a “waiver of insurance” form, discontinuing health insurance coverage with the Town; and
- d) Employee’s spouse, through whom employee receives comparable insurance, is not receiving insurance as an employee of the Town of Plaistow.

**Article 17**  
**Liability Insurance**

**Section 1**

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

**Section 2**

The Town has adopted the indemnification protections as detailed in RSA 31:105 to protect employees in the conduct of their duties.

**Article 18**  
**Longevity Pay**

**Section 1**

Longevity shall be earned in accordance with the following schedule:

Completion of five (5) years of fulltime, continuous service	\$500
Completion of ten (10) years of fulltime, continuous service	\$1000
Completion of fifteen (15) years of fulltime, continuous service	\$1500
Completion of twenty (20) years of fulltime, continuous service	\$2000
Completion of twenty-five (25) years of fulltime, continuous service	\$2500

**Note:** Such payments are not cumulative, i.e., an employee with twenty (20) years of service receives a payment of two thousand dollars (\$2,000.00).

**Section 2**

Longevity shall be paid annually in lump sum on or before September 30 after it has been earned.

**Article 19**  
**Uniform Allowance**

**Section 1**

The Town shall provide either uniform or a uniform allowance for all personnel that are required to wear uniforms covered by this Agreement, as follows:

- a) New Employees - In lieu of a uniform allowance during the first (1<sup>st</sup>) year of employment, a new uniformed employee shall be provided with an initial full uniform issue.
- b) For the second (2<sup>nd</sup>) and third (3<sup>rd</sup>) year of employment, uniforms that are damaged in the line of duty will be replaced up to limits in paragraph c), but there will be no automatic use of the allowance. During the fourth (4<sup>th</sup>) and fifth (5<sup>th</sup>) year of employment, uniformed employees shall be entitled to an amount of money (non-cumulative), as specified for replacement of damaged apparel.

Full-time officers:	\$750 Annually
Part-time officers:	\$600 Annually
Full-time dispatchers:	\$600 Annually
Part-time dispatchers:	\$450 Annually

- c) After year five (5), i.e., starting with year six (6) of employment, uniformed employees shall be entitled to an amount of money (non-cumulative), as specified for replacement of worn or damaged apparel.

Full-time officers:	\$1050
Part-time officers:	\$700
Full-time dispatchers:	\$700
Part-time dispatchers:	\$500

- d) There is no uniform allowance for the Administrative Assistant or Records Clerk.
- e) If there is a promotion that requires a change of uniform, there will be a \$200 allowance for that year available in addition to these amounts.
- f) Consideration will be made for uniforms damaged in the line of duty falling outside of these amounts.
- g) Officers assigned to plain-clothes duty may receive up to half of their allowance for the purchase of non-uniform clothing worn on the job, using an expense sheet.

**Section 2**

Uniforms shall consist of those items as enumerated in the Department Written Directives including footwear. Employees wishing to use uniform allowances shall make a request for a uniform requisition/purchase by the Chief of Police or his designee, which shall not be unreasonably denied.

**Section 3**

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

**Section 4**

The Town shall reimburse Full-Time Uniformed Employees for the cleaning of uniforms by a payment, in the form of a lump sum separate check during October of each year in the amount of:

Uniformed Officer:	\$400/year
Dispatch Personnel:	\$350/year
Administrative Assistants:	\$150/year

In order to receive the full amount of the allowance, a member must be employed in a full-time capacity with the department for six (6) months or more as of October 1st. A member who has less than six (6) months of full-time employment as of October 1st will receive one half (1/2) of the allowance specified above.

**Article 20**  
**Private Details**

**Section 1**

- a) Private details are those details which are not considered as public employment, that is, directly supported by local property tax follows. All private details are defined as any assignment which is consumer paid. The Timberlane Regional School District falls under subsection C i. ii. and iii.
- b) All private details shall be filled by calling the list of all unit members in accordance with Section 3, allowing each member to choose one (1) assignment until all such details have been filled.
- c) Detail Hours will be Payable as Follows:
  - i. The standard hourly rate for details shall be:  
Year 1: \$58.00 per hour;  
Year 2: \$60.00 per hour;  
Year 3: \$62.00 per hour.
  - ii. All private details shall be compensated on the basis of four (4) hour minimum and if the time worked exceeds four (4) hours the officer will be guaranteed eight (8) hours' pay.

- iii. Any Detail time worked over 8 hours will be compensated at double time for those hours exceeding 8 hours.
- iv. Details worked between 0000 hours on Saturday through 2359 hours on Sunday will be compensated at the double time rate.
- v. In addition to the pay schedules listed below any details involving the consumption of alcohol shall be compensated by an additional ten (10%) percent per hour.
- vi. An employee who signs up for, or who otherwise agrees to take a private detail, shall work said detail unless specifically excused by the Chief of Police, Deputy Chief, or Captain(s), or their designee, for good cause or unless an employee cancel said detail prior to forty-eight (48) hours of said detail.
- vii. Details related to events conducted by Town or non-profit organizations shall be billed at a rate not to exceed \$55.00 per hour, regardless of the day of week or time of day that the detail is conducted. Said details shall be billed for a minimum of four hours and shall be billed for the actual duration of the detail for all time thereafter.
- viii. Private contractors shall have the right to cancel the private detail with twenty-four (24) hours' notice prior to the event. Such a cancellation shall not obligate the contractor to pay the mandatory minimum detail rate.
- ix. In the event that a contractor fails to provide twenty-four (24) hours' notice prior to the cancellation of a detail, the Town shall establish a four (4) hour penalty. In furtherance of this penalty, the Town shall establish a pre-payment system for details such that the Town will not be responsible for the payment of said penalty.

## **Section 2**

Private details may be cancelled with twenty-four (24) hours' notice to the Department by the entity scheduling the detail.

Private details in the Town of Plaistow, NH, only, can be cancelled by the vendor up to twenty-four (24) hours prior to the start time without penalty. Officers will receive a minimum of four (4) hours pay at the Town's applicable rate for all details worked in the Town of Plaistow, NH. An Officer will be entitled to the four (4) hour minimum if he/she actually reports to the job site, or any location in Plaistow, and learns that the detail has been cancelled. The Town of Plaistow, NH, will not be liable for compensating any Officer should a detail be cancelled.

## **Section 3**

### **Detail Assignment**

Full-time officers on the Detail and Scheduling Worksheet are called the designated officer beginning at the top of the schedule and following it down.

- a) When the detail is filled, the list will be designated and the next officer to be called. The

- scheduling officer records on the list that the called officers, (A) accepted the detail, and (R) refused the detail, or (NIA) were not available.
- b) If no full-time officer accepts the detail, the designated officer will then refer to the Detail and Scheduling Worksheet for part-time officer and proceed in the same manner as detailed in b) above.
  - c) Each time a new detail is available the full-time officer will be called first, beginning with the next name on the list.
  - d) In the event that the scheduling officer is not on duty, the dispatcher on duty will be responsible for filling the detail in the same manner.
  - e) Employees shall be allowed to utilize earned time off to accept a detail during the employee's regularly scheduled shift provided (i) the officer does not leave his shift more than one hour early and (ii) no less than two officers remain on patrol at all times.

#### **Section 4**

Employees are prohibited from working private details while being compensated for Sick Leave Pool, Worker's Compensation, FMLA Leave, Bereavement Leave or Funeral Leave.

### **Article 21** **Salary Schedule**

#### **Section 1- See Appendix A**

- a) For officers, the movement between steps one through eight will occur the anniversary date of hire. Movement from step eight to step nine (MPO) shall only occur upon the award of the Master Patrol Officer designation as set forth in Article 8, Section 5 of this Agreement.
- b) For Sergeants and Communications Supervisors, the movement will be the anniversary date of promotion.
- c) For part-time employees, movement from steps four to five shall occur upon completion of seven years of employment for part-time employees. Part-time employees are not eligible for the Master Police Officer or Communication Specialist award. Placement on the part-time scale shall include full-time service, but placement on the full-time scales shall not include part-time service.
- d) For full-time dispatchers, the movement between steps 1 through 6 will be the anniversary date of hire. Movement between steps 6 and steps seven (Communications Specialist) shall only occur upon the award of the Communication Specialist designation as set forth in Article 8, Section 6 of this Agreement.
- e) The adoption of this collective bargaining agreement will mean there is no further adjustments for salaries. There shall no retroactive adjustments to employee wages. Effective upon Town Meeting approval of this Agreement, employees' placement on the step scale will be adjusted to reflect actual years of service, but with no proactive step pay adjustment.
- f) Except as expressly provided in this Agreement, there shall be no further adjustments for salaries. None of the salary adjustments set forth in Schedule A shall apply retroactively.

**Section 2**

New full-time certified officers hired after ratification of this Agreement will be placed by the Chief of Police, subject to Town Manager Approval, at a step commensurate with their years of experience up to the maximum of the 8-year step. Full-time certified officers employed by the Town as of April 1, 2024, with two (2) or more years of creditable prior years of full-time service as a law enforcement officer with another agency will receive one increase in step on the officer's anniversary date in addition to the officer's regular step increase. Any full-time certified officer hired between January 1<sup>st</sup>, 2024, to April 1<sup>st</sup>, 2024, will be eligible for this ratification.

**Section 3**

The parties acknowledge that the Town provides a School Resource Officer under a separate agreement with the Timberlane Regional School District. The Town agrees to pay the School Resource Officer an annual stipend in the amount of \$2,500.00 per year. The \$2,500.00 stipend shall be paid to the School Resource Officer in equal installments on a weekly basis for each week that school is in session.

**Section 4**

The Town agrees to pay the employee(s) designated as the Evidence Technician and the back-up Evidence Technician an annual stipend in the amount of \$500.00. The \$500.00 stipend shall be payable in the first paycheck for the month of December. The Chief of Police shall have the discretion to designate the employee(s) who shall serve as the Evidence Technician(s) and back-up Evidence Technician and to establish the required training and/or education necessary for such designation.

**Section 5**

An employee who is a certified field training officer who provides and acts as the field training officer during the entirety of a shift shall be entitled to overtime compensation in the greater of (a) one half hour of additional compensable time or (b) the amount of time actually worked in excess of the employee's regular hours of work associated with the field training officer program.

**Section 6**

An employee who is a certified communications training officer who provides and acts as the communications training officer during the entirety of a shift shall be entitled to overtime compensation in the greater of (a) one half hour of additional compensable time or (b) the amount of time actually worked in excess of the employee's regular hours of work associated with the communications training officer program.

**Article 22**  
**Life Insurance**

**Section 1**

The Town, at no cost to the employee, shall provide to all full-time employees covered by this Agreements term life insurance with a face value equal to a minimum of Ten Thousand Dollars. (\$10,000) however they reserve the right to modify the plan within these restrictions. Said insurance policy shall also provide that coverage paid for an employee's accidental death shall be double.



The Town, at no cost to the employee, shall provide to all part-time police officers covered by this Agreement term life insurance with face value equal to a minimum of Ten Thousand Dollars (\$10,000) however they reserve the right to modify the plan within these restrictions. Said insurance shall also provide that coverage paid for an employee's accidental death be double.

**Article 23**  
**Jury Duty**

**Section 1**

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

**Article 24**  
**Retirement**

**Section 1**

The Town will provide New Hampshire State Retirement to qualified full-time Dispatchers and Secretaries, per RSA chapter 100-A.

**Article 25**  
**Safety**

**Section 1**

The Town will establish and maintain a Town-wide Workers' Compensation loss management committee as required by the New Hampshire Department of Labor. Unit members will be requested to participate in Committee activities.

**Section 2**

The parties mutually agree to again, participate in a joint labor-management committee for the purpose of establishing a random drug testing program for police officers and dispatchers. The Committee shall provide recommendations to the Town Manager.

**Article 26**  
**Harassment**

**Section 1**

All employees should enjoy a working environment free from all forms of discrimination, including harassment for but not limited to veteran or military status, marital status, physical or mental disability, age, race, color, religion, sex, sexual orientation, gender identity, pregnancy, national origin, genetic information, or ancestry. All harassment shall be treated as an act of employee misconduct and will not be tolerated under any circumstances.

**Definition of Sexual Harassment**

Sexual harassment may be defined as: Any repeated or deliberate unwelcome sexual advances, requests for sexual favors, and other verbal or physical conducts of a sexual nature constitutes sexual harassment when:

- a) Submission to such conduct is made either implicitly or explicitly a term or condition of employment.
- b) Submission to or rejection of such conduct by an individual is used as a basis of employment decisions affecting such individual; or
- c) Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creates an intimidating hostile, or offensive work environment Sexual harassment is not limited to requests for sexual favors in return for job benefits. Sexual harassment may take the form of verbal abuse, leering, salacious gestures, and inappropriate language, jokes of a sexual nature or any undesired touching or patting.

## **Section 2**

Any allegation of Harassment requires a determination of the facts in each case, and further recognizes that any such investigation should be conducted in a confidential manner until the allegation is properly reviewed. The following procedures shall be adhered to in all circumstances, when an employee feels that he/she is the victim of harassment.

Any employee who believes that he/she has been harassed shall report the incident to their immediate Supervisor soon after the incident an employee also has the option of reporting an incident to the Human Resource Director, Town Manager or Board of Selectmen.

The Town Manager or Board of Selectmen shall conduct or cause to be conducted an investigation of the complaint and report the findings within 30 days.

The Town Manager or Board of Selectmen shall notify the reporting employee of the findings of the investigation and of the corrective action, if any, to be taken by the Town With regard to the offending employee.

Any corrective or disciplinary action taken shall be consistent with the collective Bargaining Agreement.

In no case, shall an employee reporting an incident of harassment be subject to adverse employment action unless it is determined through the investigation that the allegation was not based upon fact and that the employee made the allegation with malicious intent or knowing it was false. In all cases, aggrieved employees have the right to report any complaint to the State of New Hampshire, Commission for Human Rights, Concord. New Hampshire. 03301.

## **Article27**

### **Reimbursement for Use of Private Vehicle**

#### **Section 1**

An employee who utilizes his/her private vehicle to conduct departmental business shall be reimbursed at the rate in the Town Personnel Plan, but not less than thirty (\$.30) cents per mile. Whenever the Collective Bargaining ties a benefit to the Town personnel policy, the Town retains the right to unilaterally change the Personnel Plan without it being considered an unfair labor practice. The changes will be in effect for both bargaining and non-bargaining unit members. The contract specifically notes the floor of thirty (\$.30) cents below which this benefit may not fall.

When this utilization takes place for a duty assignment, mileage shall be paid from the police department or his/her home, whichever is closer to the destination of the assignment.

**Section 2**

In the case of attendance at the Police Standards and Training Council in Concord, NH for courses that are scheduled for more than one (I) consecutive day, mileage reimbursement shall be paid for one (I) round trip from the Police Department or the employee's home whichever is closer to the Training Council for the period of consecutive days. If such course is scheduled for one (I) day only, mileage will be reimbursed round trip for the day once again from either the Police Department or the employee's home whichever is closer to the Training Council.

**Article 28**

**Education Allowance and Reimbursement**

**Section 1**

An education bonus will be made available to full-time uniform and non-uniform employees covered by the collective bargaining agreement. This will not apply to part-time employees. It will apply only to degrees from an accredited institution of higher learning. The employees shall receive a lump sum payment in the following amounts depending on the highest degree earned by the employee:

Associate's Degree:	\$500
Bachelor's Degree:	\$1,500
Master's Degree:	\$2,000

Such payments shall be made annually in a separate paycheck or by direct deposit on July first (1<sup>st</sup>) of each consecutive year. This Stipend will be considered income for tax purposes and shall be included in overtime calculations (as may be applicable).

**Section 2**

**Education Reimbursement**

In addition to the stipends listed in Section 2, there will be a pool amount of \$10,000 for continuing education to pay 50% of the cost of college courses that have been approved by the Chief of Police in writing before the course is taken. Said reimbursement shall be provided on a first come, first serve basis which shall be determined by the date that the employee seeks approval from the Chief of Police. The Chief of Police will approve or deny authorization in writing and shall explain the reason for any denial. There will be no payment of salary for time spent taking college courses. The college must be an accredited institution of higher learning. The Town shall make reimbursement payment to the employee within 90 days of employee's submission of documentation reflecting successful completion of the course at a grade of a B or higher. No employee shall receive more than \$3,600.00 in education reimbursement during any calendar year.

**Section 3**

Before being reimbursed for coursework, employees will enter a 3-year training agreement for the cost of college and other professional development that costs the Town in excess of \$500 per course. These

costs can include payroll costs, tuition, and expense reimbursement. If the person will be retiring from police work or is out on permanent disability, the agreement would be voided. The amount due on leaving the department will drop 1/36th every month.

**Section 4**

The Town shall pay Employees their overtime rate while attending training, seminars, job-related courses required by the Department, the Town, or another Agency. This shall include all training to maintain the employee's certifications required for their position with the Town. All expenses associated with such training shall be the responsibility of the Town. This includes all costs, fees, and expenses, including, but not limited to tuition, textbooks, and supplies for the attainment and maintenance of any certification, as well as travel to any location outside of the Town of Plaistow. The Town shall not be required to pay the Overtime Rate to the extent that such training, seminars, job-related courses occur during the employee's regular duty shift. Overtime paid pursuant to this Section shall be considered income for tax purposes and shall be included in retirement calculations.

**Section 5**

a.) Police Officers will receive an annual incentive stipend in the amount of \$300.00 for each certification that the officer holds or receives from the list below:

1. Field Training Officer Certification
2. Firearms Instructor Certification
3. Defensive Tactics Instructor Certification
4. SERT/SWAT Certification
5. Accident Reconstruction Certification
6. Drug Recognition Expert Certification
7. Physical Fitness Test Administrator Certification
8. Juvenile/School Resource Officer Certification
9. Taser Instructor Certification

The employee shall not receive more than \$900.00 per year, under this Article, regardless of the number of certifications the employee actually holds. Payment shall be paid annually by regular payroll for the 1<sup>st</sup> pay period of August.

b.) The dispatchers who acquire NCIC Terminal Agency Coordinator certification and who are designated by the Chief of Police as the NCIC Terminal Agency Coordinator and back-up NCIC Terminal Agency Coordinator shall receive an annual incentive stipend of \$500.

c.) In addition, Dispatchers shall receive an annual incentive stipend of \$300 per year for receiving any of the following:

1. Communication Training Officer Certification
2. Active Shooter Certification
3. Tactical Dispatching Certification

Approval for each training is required prior to undertaking a certification course. Approval for certification will be subject to the needs of the Department. The employee shall not receive more than

\$600.00 per year, under this Article, regardless of the number of certifications the employee actually holds. Payment shall be paid annually by regular payroll for the 1<sup>st</sup> pay period of August.

**Article 29**  
**Compensatory Time**

**Section 1**

For the period of this Agreement, an employee may receive compensatory time in lieu of overtime pay upon mutual agreement between the Chief of Police and the employee at a rate of not less than one and one-half hours for each overtime hour worked. An employee may accrue not more than 40 hours compensatory time to be paid out at the time of separation or retirement at the employee's rate of pay at that time. Unused compensatory time must be used or paid out by the end of each fiscal year.

**Section 2**

When an employee is paid for compensatory time, payment shall be at the employee's regular rate of pay at the time of payment. The parties agree that since the compensatory time was booked at the rate of one and one half, payment will be made for the compensatory time at straight time which is the equivalent dollar amount of time and one half. An employee may by mutual agreement receive compensatory time in lieu of overtime pay under the above provisions.

**Section 3**

Employees may use compensatory time for the same purposes and subject to the same restrictions as the use of Earned Time in accordance with Article 29, Section 14.

**Article 30**  
**K-9 Program**

**Section 1**

The Town may reinstitute the K-9 program in the Plaistow Police Department. The Town retains the discretion as to which officer to assign to the K-9 program. The parties agree and acknowledge that the determination compensable time associated with the care of a K-9 is difficult to accurately calculate and monitor. The officer selected for this program shall be compensated commensurate with the terms of this agreement. In addition to the regular terms of this agreement, the officer participating in the K-9 program shall be compensated an additional 3.5 hours per week at time and a half of the employee's regular rate of pay. This 3.5 hours of additional pay per week is in compensation for any off duty at home canine care the employee may be responsible for. The parties acknowledge that the 3.5 hours to be paid in accordance with this Article 30 represents a good-faith estimate of any additional compensable time worked by the designated officer for the care of the Police Department canine, including, but not limited to, feeding, walking, veterinary appointments, grooming, and other care. The parties covenant in good faith not to initiate suit for any alleged violation of the Fair Labor Standards Act associated with any off-hours work associated with the care of a canine.

**Section 2**

The canine associated with the Plaistow Police Department’s canine program and any equipment associated with that program shall be considered the property of the Town of Plaistow. No rights of ownership, whether arising at law or equity, shall exist with regard to such canine or equipment as a result of the assignment of an officer to the K-9 program.

**Section 3**

The Town shall pay for any training or education associated with the K-9 program, provided that the Chief of Police shall retain the discretion as to the training and/or education associated with the K-9 program. The Chief of Police may condition sending an officer to any training to acquire certification as a K-9 officer upon the employee executing a training agreement, the terms of which provide that the employee will remain employed with the Town of Plaistow for a period of three years from the completion of that training and if the employee should resign from the employment with the Town of Plaistow (other than for retirement, disability, or deployment in the armed services) or is terminated for cause during that commitment period, the employee will pay a liquidated penalty equal to a pro-rated amount of the Town’s costs for sending that officer to the K-9 training program.

**Section 4**

When a canine is retired from duty, the officer to whom that canine is assigned shall be allowed to adopt the canine for a nominal fee from the Town. That officer who elects to adopt a retired canine shall be required to sign a waiver of liability and an indemnification related to the canine, which shall include a requirement that the canine will not be used in any manner as a police canine.

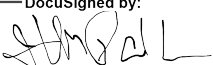
**Article 31**  
**Duration of Agreement**

**Section 1**

The terms of the Agreement shall be effective commencing April 1, 2024, through March 31, 2027.

**Plaistow Police Association  
Teamsters Local Union No. 633  
of Manchester, NH**

**Plaistow Board of Selectmen**

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**Jeffrey Padellaro – Principal Officer  
Teamsters Local 633**

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**Jay Deroche - Chair**

DocuSigned by:

*William R Cahill, Jr., Esq.*

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**William R. Cahill, Esq.**

**Business Agent – Local 633**

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**Bill Coye – Vice Chair**

DocuSigned by:

*Kyle Coakley Sr*

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**Kyle Coakley - President**

**Plaistow Police Association**

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**Jonathan Gifford - Selectman**

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**Tammy Bergeron - Selectwoman**

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**Elizabeth Kosta – Selectwoman**

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**Jeffrey Padellaro – Principal Officer  
Teamsters Local 633**

  
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**Jay Deroche - Chair**

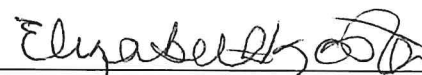
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**William R. Cahill, Esq.  
Business Agent – Local 633**

  
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**Bill Coye – Vice Chair**

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**Kyle Coakley - President  
Plaistow Police Association**

  
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**Jonathan Gifford - Selectman**

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**Tammy Bergeron - Selectwoman**

  
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**Elizabeth Kosta – Selectwoman**