

**AGREEMENT BETWEEN**  
**THE TOWN OF DERRY, NEW HAMPSHIRE**  
**AND THE**  
**DERRY POLICE PATROLMAN'S ASSOCIATION**  
**NEPBA, LOCAL 38**

**For the Period July 1, 2021 through June 30, 2024**

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## I PREFACE

It is the intention of the Parties to negotiate in good faith. Good faith negotiations involve meeting at reasonable times and places in an effort to reach agreement on the terms of employment, and to cooperate in mediation and fact finding as required by RSA 273-A as amended.

## II RECOGNITION

The Town recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining as to salary, wages, and fringe benefits for all its members. However, employees who have not completed their probationary period shall have only those rights afforded to temporary employees (i.e., they shall be entitled to compensation and fringe benefits as normally provided to such employees but shall not be granted other privileges and rights of this Agreement unless otherwise specified).

## III MANAGEMENT RIGHTS

1. Except to the extent that there is contained in this Agreement an express and specific provision to the contrary, 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 the statutes and the assignment of employees to work; to establish new job classifications and job duties and functions and to change, reassign, abolish, continue, and divide existing job classifications for all jobs, to require from each employee the efficient utilization of his services; to hire, promote, assign, and retain employees, for just cause and reason, discipline, suspend, demote, and discharge employees; to promulgate and support reasonable rules and regulations pertaining to the operations.
2. The exercise of the management rights and responsibilities of the Town set forth hereby, except discipline and discharge shall not be subject to the grievance procedures set forth in this Agreement, except where a management right is specifically required to be exercised in accordance with a specified procedure as provided in this Agreement, grievance alleging a failure to comply with such procedure will be subject to Grievance Article VIII of this Agreement.
3. 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.

#### IV EMPLOYEE RIGHTS

1. The Town agrees not to discriminate against any employee covered by this Agreement in conditions of employment in order to discourage or encourage membership in the Union, or to discriminate against any employee because he/she had given honest and accurate testimony, or taken part in a grievance procedure, or any other Union proceedings as required by RSA 273-A as amended.
2. The Town and the Union agree not to discriminate in any manner against any employee covered by this Agreement because of age, sex, religion, race, color, marital status, physical or mental disability, sexual orientation or national origin.
3. The Town agrees to provide for the deduction of Union dues (or agency fees) from each employee's weekly salary at a rate to be specified by representatives of the Union. Deductions shall only be made from checks drawn against the Town of Derry.
4. Bulletin Boards

The Town shall provide a bulletin board located in the Police Station at a mutually agreeable place to be used by the Union for the posting of notices concerning Union business and activity.

#### V CONSULTATION

Representatives of the Union may meet with the Chief of Police or his/her designee at any mutually agreeable time to discuss matters of concern. However, grievances must be submitted in accordance with the procedure contained in this Agreement.

#### VI STABILITY OF AGREEMENT

1. No amendment, alteration, or variation of the terms or provisions of the Agreement shall bind the Parties hereto unless made and executed in writing and agreed to by both Parties.
2. To provide a clear understanding of the contents of the Agreement, the Town agrees to provide sufficient copies of the Agreement to a Union representative for distribution to each member of the local.

#### VII DISCIPLINE OR TERMINATION FOR CAUSE

1. An employee may be disciplined or terminated/dismissed if there is found to be just cause for such action. Just cause shall include but not be limited to the following: (a) medically diagnosed incapacity to perform assigned duties; (b) incompetence; (c) behavior incompatible with effective conduct of duty; (d) behavior detrimental to the Town; or (e) failure to carry out assigned duties.

2. The parties jointly recognize the constructive value of disciplinary action. Accordingly, the Town will:
  - a. Act promptly to apply discipline within a reasonable time of the offense;
  - b. Utilize a procedure of progressive discipline, in increasing order of significance:
    1. Oral reprimand
    2. Written reprimand
    3. Suspension without pay
    4. Demotion
    5. Dismissal
  - c. The parties agree that there may be appropriate cases that may warrant the Town by-passing some of the discipline steps.
3. All disciplinary actions, including references to oral reprimands, shall be written and placed in the employee's personnel file at the time they are given. Such actions shall narrowly and specifically identify the alleged action or non-action for which the discipline is being given, and shall cite the particular Contract provision or published rule or regulation which is alleged to have been violated.
4. Written records relating to reprimand, suspension, and commendation are considered to be of decreasing significance with the passage of time. An employee may request in writing that the Chief of Police remove or correct any written record contained in the employee's personnel file. If the request is denied, the employee may submit a written statement for the file(s) explaining his/her version of the information contained therein with evidence supporting such version. This statement shall be maintained as part of the employee's personnel file.
5. In proceedings with the Chief of Police or his/her designee where disciplinary actions may be forthcoming against the member covered by this contract, the Union may represent the member and/or accompany him in any hearing with the Chief or his/her designee, if so desired by the member. The representative used will be off duty at the time and in no way diminish the patrol officers on duty. This will not apply to those areas of immediate supervision (shift supervisor) who are taking corrective measures in the management of their shifts.

## VIII GRIEVANCE PROCEDURE

1. Definition – A grievance under this article is defined as a complaint, dispute or controversy which arises between one or more employees and the employer and/or his/her agent, or an alleged violation of any provisions of this Agreement, except Article III (Management Rights), in which the individual grievant alleges a personal loss or injury, however, all cases of discipline and discharge are grievable.

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.

2. Procedure

Step One – An employee desiring to process a grievance must file a written statement of the grievance to the Police Chief 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 thirty (30) days from the occurrence of the act by the Town causing the grievance. The Chief or his/her designee shall meet with the employee within three (3) business days following receipt of the notice and shall give a written decision within three (3) business days thereafter.

Step Two – If the employee is not satisfied with the decision of the Chief or his/her designee, he/she may file, within five (5) business days following the Chief's decision, a written appeal with the Town Administrator setting forth the specific reasons why he/she believes the Agreement is being violated by the Town action in question. Within ten (10) business days following receipt of the appeal, the Town Administrator or his/her designee shall either issue a written decision or schedule a hearing. Said hearing shall be held no later than thirty (30) business days following receipt of the appeal and written decision shall be rendered within five (5) business days thereafter.

Step Three – Grievance Mediation can take place after the last step of the in-house grievance procedure before arbitration if agreed by both parties. Mediator services through the Federal Mediation and Conciliation Service shall be used

Step Four – If the employee is not satisfied with the decision of the Town Administrator or designee and if grievance mediation is used and no resolution found, the Union may file, within twenty (20) business days following the receipt of the decision of the Town Administrator or designee, a request for arbitration to the American Arbitration Association under its rules and regulations. The decisions of the arbitrator shall be final and binding on the Parties.

3. The cost of arbitration shall be borne by the party for whom the arbitration has ruled against.
4. The foregoing time limitations may be extended by mutual agreement of the Parties.

5. Failure of the grievant to abide by the time limits set out in this article shall result in the grievance being deemed settled on the basis of the last decision made by the appropriate "hearing officer" on behalf of the Town. Failure of the Town or its representatives to provide a decision at any step of the procedure shall result in the grievance automatically progressing to the next step of the procedure.
6. The grievant may be present at all steps of the procedure.
7. The grievant has the right to be represented at any step of the grievance procedure by a representative of the Union.

## IX NO STRIKE

As in accordance with RSA 273-A: 13, the Union and its members agree not to cause, condone, sanction or participate in any strike, walkout, slowdown or work stoppage.

The Union and its members agree that each and every employee violating this article shall be subject to disciplinary action by the Town.

## X HOURS OF WORK

1. The normal work schedule for Patrol Officers shall be four (4) eight-hour days on duty followed by two (2) days off duty.
2. Each officer shall report to duty thirty (30) minutes before the beginning of the shift. This is paid at the appropriate time rate.
3. The normal work schedule for Administrative Services, Assistant Prosecutor, Community Relations, Investigative Bureau and School Resource Officer assignments shall be a five (5) day, forty (40)-hour work week. The schedule of any officer assigned to one of these positions may change at times to four (4) eight (8)-hour days on duty followed by two (2) days off duty, depending on the needs of the Town.
4. Unit members will be allowed a thirty (30) minute meal period without pay during the scheduled shift. If called back to work during the period due to an emergency, the officer will be paid appropriately for the time.
5. Officers are required to return to duty status no later than 45 minutes from the time they are cleared for their meal break. The meal period itself is 30 minutes. The additional 15 minutes are allowed for travel to their desired location, if needed. Officers may use personal vehicles to travel outside of Derry for meal periods, as long as they return to Derry Police headquarters within the 45 minute time frame noted. Department vehicles are not to be taken outside Derry Town limits for meal period purposes. Officers assigned to Derry Police headquarters, who remain at

headquarters, have 30 minutes from the time they are cleared until they are required to return to duty status.

- 6. The posting of traditional department-wide shift change assignments will be made by the beginning of the third work week of March and September of each year. Said assignments will be effective the first week of April and October, absent any extenuating circumstances. Should extenuating circumstances exist, the Town may extend the posting deadline and effective date by two (2) weeks if mutually agreed to by the Town and the Derry Police Patrolman’s Association.
- 7. Any member of this bargaining unit who is forced to work more than 16 consecutive hours for the Department (excluding detail work) shall be paid at a rate of two (2) times their rate of pay for any hours worked in excess of 16 consecutive hours.

XI EARNED TIME

1. Definition

Earned Time is an alternative approach to the traditional manner of providing paid vacation and paid sick time by combining these days into a single benefit. Employees begin accruing Earned Time on their hire date and it is available for use as soon as it is accrued, including during an employee’s probationary period.

2. Accrual Amount

Employees hired before July 1, 2016 accrue Earned Time based on regularly scheduled hours worked or in pay status (e.g. Earned Time) up to those hours budgeted for the position, and on years of service to the Town, at the following rates:

<u>Years of Service</u>	<u>Annual Days</u>
0 thru 5	25
6 thru 10	30
After 10	36
After 20	41

Employees hired on or after July 1, 2016 accrue Earned Time based on regularly scheduled hours worked or in pay status (e.g. Earned Time) up to those hours budgeted for the position, and on years of service to the Town, at the following rates:

<u>Years of Service</u>	<u>Annual Days</u>
0 thru 5	25
6 thru 10	30
After 10	36

Employees do not accumulate Earned Time based on other non-status hours worked or supplemental compensation such as overtime.

3. Maximum Accrual

The maximum accrual for employees hired before July 1, 2012 shall be ninety (90) days. The maximum accrual for employees hired on or after July 1, 2012 shall be sixty (60) days.

4. Buy Back

a. On Demand

The Town shall buy back, upon request by an employee, any Earned Time days accrued in excess of the employee's applicable annual accrual amount, at the rate of one (1) Earned Time day for one (1) day's pay. On-demand buy backs shall be exclusive of the minimum usage requirement.

(Example: An officer earning 36 Earned Time days per year would have to have not less than 36 days in his/her Earned Time bank before being allowed to buy back any Earned Time. Should his/her accumulated Earned Time total fall below his/her annual accrual amount, he/she would have to wait until his/her accumulated Earned Time rose back up above the annual accrual amount, before buying back any more Earned Time days.)

b. Annual

The Town shall buy back from each employee unused Earned Time days accrued in excess of each employee's applicable maximum accrual at the rate of one (1) for one (1). Annual buy backs shall be paid no later than the third Thursday in January of each year based on the prior year's activity and shall be exclusive of minimum usage.

5. Termination

All unused Earned Time days will be paid at the time of termination or retirement at the rate of one (1) Earned Time day for one (1) day's pay. Employees may leave Earned Time earnings intact, pending recall, if the nature of their absence from employment is lay-off.

In the event of the death of an employee, his/her Earned Time benefit shall be paid in full to his/her beneficiary as noted on the employee's group life insurance beneficiary form.

6. Restoration of Service Credit

An employee whose break in service from the Town (due to resignation, layoff or approved leave of absence) is less than one year will have his/her service bridged for purposes of computing Earned Time accrual. For breaks of more than one year, an individual will earn one year credit for each year of employment after return until the total past credit is accrued. After nine (9) years of employment following return to work, credit for all previous service will be given.

7. Usage

Earned Time may be taken to cover absence for any reason.

a. Planned Earned Time

Earned Time may be taken in four (4) hour blocks of time to cover planned absences. All planned Earned Time requests will be mutually agreed upon by the employee and his/her supervisor and approved by the Division Commander prior to the date of absence. When a planned Earned Time request is denied, the supervisor shall inform the officer of the reason for the denial. Such reasons may be, but not limited to, manpower strengths, emergency situations, or anticipation of inordinate demands for police services.

- i. Three (3) (or more) officers per day (24 hours) will be allowed to take Earned Time.
- ii. One (1) (or more) officers per day will be allowed to take Earned Time on New Year's Eve Day, New Year's Day, Independence Day, Thanksgiving, Christmas Eve Day and Christmas.
- iii. The three (3) or more and one (1) or more limitations above exclude employees assigned as Administrative Services, Community Relations, Investigative Bureau and School Resources officers.

b. Planned Earned Time Request Process

- i. Officers will request use of Earned Time from their respective supervisor for approval by the Division Commander.
- ii. Officers may submit requests to take Earned Time on Independence Day only after the spring schedule has been posted.
- iii. Officers may submit requests to take Earned Time on Thanksgiving, Christmas Eve Day, Christmas, New Year's Eve Day and New Year's Day only after the fall schedule has been posted.

- iv. From the time an officer requests Earned Time, he/she may be bumped by a senior officer within fourteen (14) days of the request. After the fourteen (14) day period, the approved Earned Time request may not be bumped.
- v. If an officer requests and is approved to take Earned Time within fourteen (14) days of the planned absence, a senior officer may bump the junior officer up until twenty-four (24) hours prior to the senior officer's planned absence.
- vi. If a junior officer's approved Earned Time is bumped, a supervisor shall advise the junior officer that he/she has been bumped and must report for scheduled duty.

c. Emergency Earned Time

- i. Emergency Earned Time will be granted upon request for unplanned absences such as injury, illness and personal emergencies. The requesting officer shall explain the reason for the absence to his/her supervisor.
- ii. Emergency Earned Time will not affect any other officer who has already been granted Earned Time.
- iii. Officers utilizing Emergency Earned Time while on duty will only be charged for the actual amount of time taken. For example, if an officer leaves work an hour early because of illness, he/she will utilize one (1) hour of Earned Time.
- iv. Employees utilizing Emergency Earned Time due to illness or injury may not be eligible for overtime for a period of twenty-four (24) hours immediately following the shift that the Emergency Earned Time is used.

8. Minimum Usage

There is a minimum usage of Earned Time days required each year, as follows:

<u>Years of Service</u>	<u>Minimum Usage per Year</u>
First Full Year	8 days
2 thru 5	13 days
6 thru 10	15 days
After 10	18 days

For the purposes of this section, "years of service" refers to a full calendar year of employment. There is no minimum usage requirement for an employee's first

partial calendar year of employment. Computation of minimum usage will occur as of December 31st of each full year of employment. Days converted into the Sick Leave Pool do not count towards minimum usage.

9. Sick Leave Pool

- a. The Sick Leave Pool is intended to provide security to supplement other insurance benefits by allowing employees to "buy" insurance for extended illness, or other disability. Pool Days may be used to "make an employee whole" if disability or Workers' Compensation benefits are less than normal base pay. When "buying" Pool Days, employees convert Earned Time days on a 1:3 basis. Similar to purchasing insurance, the employee may pick a given number of days to exchange for coverage in case of extended disability.
- b. Pool Days are available for use only under the conditions listed below, and are not eligible for payout at retirement or termination.
  - i. Use of Pool Days may begin on the sixth consecutive work day of absence due to illness, injury or other disability. Earned Time days shall be utilized for the first five work days of absence, if available.
  - ii. A physician's report must accompany the request to use Pool Days.
  - iii. It is not necessary to use up all Earned Days before using Pool Days.
  - iv. The employee may continue using Pool Days until his/her Pool is exhausted or until no longer disabled.
  - v. Periodic doctor's reports may be required.
  - vi. The maximum Pool Day accrual is 150 days (i.e., the maximum conversion of Earned Days is 50, which would convert to 150 Pool Days). If Pool Days are used, or if an employee wishes to add to his/her Pool Days, more Earned Time days may be added each December (to a total of 150 Pool Days). Earned Time days may not be converted to Pool Days at any other time.
  - vii. An exception to (b) 1) above, regarding use of five (5) Earned Time days before accessing the Sick Leave Pool may be granted by the Town Administrator when:
    - ✓ an employee returns to work after using Pool Days but is disabled again within 10 working days of return; and
    - ✓ the disability is from the same cause as the original Sick Leave Pool usage; and
    - ✓ the disability is certified by a physician to be the same as the original use.
- c. Earned Time benefits accrue only during the initial fifteen (15) working days of Sick Leave Pool usage. Each separate use of the Sick Leave Pool, however, provides for this continuing earning ability.

## XII WAGES

1. Effective July 1, 2021, all members of the unit will receive a bonus equivalent to one and one-half percent (1.5%) of the employee's 2020 annualized wages based on their regular schedule. The bonus will be paid during the month of July 2021 in the employee's regular payroll or in a separate check as elected by each employee, and will be subject to regular tax withholdings. Wage rates in effect on July 1, 2021 for all unit positions are presented in Appendix A.

Effective July 1, 2022, all members of the unit will receive a two percent (2%) wage increase; wage rates shall be as provided in Appendix A.

Effective July 1, 2023, all members of the unit will receive a two percent (2%) wage increase; wage rates shall be as provided in Appendix A.

### 2. Call in Pay

- a. Any employee covered by this agreement who is called into service and/or scheduled to work and who reports for work, will be guaranteed three (3) hours pay at their appropriate rate.
  - i. All officers called in who report for work shall be paid a minimum of three (3) hours at the appropriate rate, except as otherwise provided.
  - ii. Any officer called in shall be relieved of duty once the purpose(s)/task(s) of the call in has/have been completed.
  - iii. Any officer scheduled to work when such work does not immediately follow or precede their scheduled shift shall be paid a minimum of three (3) hours at the appropriate rate.
  - iv. Any officer scheduled to report for work prior to and in conjunction with their regular shift, shall be paid a minimum of three (3) hours at the appropriate rate, unless any such officer has been given a twenty-four (24) hour notice in advance, except that in unusual circumstances beyond the control of the Town, then such notice shall be at least eight (8) hours in advance of reporting for any such work. The notice provision of this Paragraph 4 may be waived by mutual agreement between the Department and the affected officer.
  - v. Officers required to remain at work beyond the regular scheduled shift, or officers scheduled to work as provided in Paragraph 4 above, shall be paid at the appropriate rate for actual hours worked.
  - vi. No officer shall receive more than one (1) minimum mandatory payment (call in) for work within an eight (8) hours period. If there is more than one (1) call in any eight (8) hour period, the three (3) hour minimum shall be calculated on the shorter call in period and longer call in period shall be paid at the appropriate rate for actual hours worked.

vii. The parties hereby agree to interpret and implement the terms of this agreement on a good faith basis.

b. Officers who are currently assigned as Detectives, that are working patrol overtime and are required to perform task(s) that would otherwise have necessitated a Detective call in, shall receive appropriate Detective pay rate for the actual time spent performing those tasks.

3. Shift Differential Pay

Shift differential to be paid only to personnel assigned to a full eight-hour (8 hour) shift or assigned to cover usual personnel assigned to that shift. Applicable rates are as follows:

<u>Hours</u>		
11 pm – 7 am	75¢	per hour worked
3 pm – 11 pm	50¢	per hour worked
6 pm - 2 am	50¢	per hour worked

XIII LONGEVITY PAY

Any member covered by this Contract hired before July 1, 2016 who has served five years of regular appointed duty with the Derry Police Department will be paid five dollars (\$5.00) per week in addition to their regular weekly salary. For each additional five years thereafter, an additional five dollars (\$5.00) per week above the normal weekly wage will be paid for every five years served.

Any member covered by this Contract hired on or after July 1, 2016 who has served five years of regular appointed duty with the Derry Police Department will be paid \$2.50 per week in addition to their regular weekly salary. For each additional five years thereafter, an additional \$2.50 per week above the normal weekly wage will be paid for every five years served.

XIV OVERTIME RATE

1. Employees covered by this agreement shall be entitled to pay at the rate of time and one-half (1.5) their respective hourly rate for all time worked in excess of their regularly scheduled hours in any given workweek. Loss of time due to job-related injury, holidays (for employees on a five (5) day forty (40) hour work schedule) and earned time usage, shall be considered as time worked for the purpose of computing overtime; any other absence from work shall not be considered as time worked.

2. Meeting and training time shall be paid at the employee's appropriate rate of pay for the period within which it occurs. The Chief of Police shall provide advance notice of at least fourteen (14) days of scheduled training. The fourteen day notice

may be waived by mutual consent of the Union and employer. Any cause for absence shall have to meet the same standard as failing to report for a regularly scheduled shift.

3. Holiday pay (excluding personnel on a 4/2 schedule), Earned Time, bereavement leave and receipt of Workers' Compensation benefits shall count as time worked for the purpose of computing overtime pay eligibility.
4. Employees assigned as Detectives, Juvenile Officers, the Assistant Prosecutor or other specially assigned positions, will be paid their respective rates of pay at time and one half (1.5) for all time worked in excess of their regularly scheduled hours, in any given work week except when working Patrol or Dispatch overtime and in accordance with Paragraph 1 (in which case they will receive their appropriate Patrol rate of pay at time and one half (1.5)). (Examples 1: An officer assigned as a Step 3 Juvenile Officer would receive Step 3 Patrol overtime, 2: A Master Patrol Officer assigned as an Assistant Prosecutor would receive Master Patrol overtime).

#### XV SERVICE OUT OF RANK

1. Officers covered by this Agreement, when assigned for more than five (5) consecutive days to service out of their permanent rank, shall be entitled to the probationary rate of pay of said higher rank.
2. Officers covered by this agreement, assigned as a field training officer, shall receive an additional 7.5% for hours actually worked as a field training officer.

#### XVI OUTSIDE DETAILS

1. Outside details will be paid at time and one-half (1-1/2) the respective patrol officer's rate of pay, up to a maximum rate of Master Patrol Officer, for a minimum of four (4) hours.
2. Outside details are offered or denied at the discretion of the Chief of Police. Such details may be withheld, for example, because of an officer's failure to fulfill regular duty assignments or extra duty assignments as offered by the department.
3. Outside details may be worked in communities that have Mutual Aid agreements in effect with the Town of Derry, providing Town of Derry overtime and outside details are filled in accordance with the Policies and Procedures as set forth by the Police Department.

#### XVII MASTER PATROL OFFICER

1. Master Patrol Officer (MPO) –Members who have completed seven (7) years as an officer in the department and have received no disciplinary action involving a

suspension with a loss of pay during the preceding twelve (12) months, will receive a five percent (5%) wage increase. The disciplinary requirement shall remain as an annual requirement. Should a member receive a disciplinary action involving a suspension with a loss of pay, the five percent (5%) wage increase shall be rescinded for a period of one year, beginning from the date the MPO was rescinded. After the one-year penalty the officer shall again receive the five percent (5%) MPO.

2. Senior Master Patrol Officer (Sr. MPO) –Members who have completed eleven (11) years as an officer in the Department are eligible to take a written test used by the Department and a physical standards test (Police Standards and Training for entry level, age and gender specific). Upon successful completion of both tests and having no disciplinary action involving a suspension with a loss of pay during the preceding twelve (12) months, a member will receive a seven percent (7%) wage increase. The disciplinary requirement shall remain as an annual requirement. Should a member receive a disciplinary action involving a suspension with a loss of pay, the seven percent (7%) wage increase shall be rescinded for a period of one year, beginning from the date the Sr. MPO status was rescinded. After the one-year penalty the officer shall again receive the seven percent (7%) Sr. MPO wage increase.

Senior Master Patrol Officers shall complete a physical standards test (Police Standards and Training for entry level, age and gender specific) in 2012, 2014, 2016, 2018, and so on. Sr. MPOs are required to take the physical standards test in April or October. If a Sr. MPO does not pass or participate in the test in April, he/she shall be afforded the opportunity (without loss of pay) to take the October test. If he/she fails or does not participate in the October test, his/her Sr. MPO wage increase shall be reduced to 5% effective the first pay period following the October test date. The officer will be eligible to participate in subsequent regularly scheduled Department tests. Upon successfully passing, his/her Sr. MPO wage increase shall be restored to the 7% effective the first pay period following the test.

If a Sr. MPO is physically unable to participate in an October test due to a documented injury, he/she (without loss of pay) shall be afforded the opportunity to take the test the following April. If the Sr. MPO does not pass the following April test his/her Sr. MPO wage increase shall be reduced to 5% effective the first pay period following the April test date. The officer will be eligible to participate in subsequent regularly scheduled Department tests. Upon successfully passing, his/her Sr. MPO wage increase shall be restored to 7% effective the first pay period following the test. In extraordinary circumstances, such as long-term injuries, the Chief of Police may waive this requirement.

## XVIII HOLIDAYS

1. The following days shall be paid holidays for the Derry Police Department.

New Year's Day	Independence Day	Thanksgiving Day
Martin Luther King Day	Labor Day	Christmas Day
President's Day	Columbus Day	
Memorial Day	Veteran's Day	

2. Employees assigned to the 4/2 schedule shall receive a day's pay at their regular pay rate in addition to their regular weekly pay for the holidays named above.

Additionally, employees who work on July 4<sup>th</sup>, Thanksgiving, Christmas and New Year's Day will be paid their overtime rate for hours worked on those holidays.

3. Employees assigned to the 5/2 schedule shall be excused from work and shall receive their regularly scheduled pay for the holidays named above.
4. Officers, to receive holiday pay, must be receiving pay from a check drawn against the Town of Derry for the work week in which the holiday falls. This clause excludes Short Term Disability benefits, in which the Town's check merely passes on the employee's STD benefit, and Workers' Compensation benefits after six months.
5. In the event that a paid holiday falls during the vacation period the employee will receive the additional day's pay for the holiday.

XIX BEREAVEMENT LEAVE

1. Bereavement leave of up to five (5) working days with pay shall be granted an employee in the event of the death of his/her:

Spouse	Sister
Father	Brother
Mother	Child
Step-parent	Step-child
Father-In-Law	Mother-In- Law
Son-In-Law	Daughter-In-Law

Or

A relative domiciled in the employee's household

2. Bereavement leave of up to three (3) working days with pay shall be granted an employee in the event of the death of his/her:

Grandchild	Sister-In-Law
Grandmother	Brother-In-Law
Grandfather	Niece
Aunt	Nephew
Uncle	Spouse's Grandparent

3. Bereavement leave must be utilized within thirty (30) days of the death, except as approved by the Chief or designee upon a showing of good cause. Bereavement leave may only be used to cover regularly scheduled shifts and the unworked portion of a swap. No bereavement leave shall be available for any other scheduled or unscheduled work. Should a pay-back swap and a regular shift fall on the same day, the officer shall be charged for two (2) days of bereavement within the twenty-four (24) hour period (workday).

## XX CLOTHING ALLOWANCE – Effective July 1, 2012

1. For new officers, all uniforms, including footwear and equipment required by the Town will be provided by the Town. For purposes of this Article, uniforms shall mean all clothing, and equipment specified in the Department's General Order "Authorized Uniforms & Equipment Paragraph II. Initial Equipment Issue," as approved or amended by the Chief of Police.
2. Each uniformed officer covered by this Agreement shall maintain a serviceable initial issue of clothing and equipment at all times. Worn or damaged clothing and equipment shall be returned and will be replaced by the Town. Officers may order replacement items from a vendor selected by the Town; items shall be shipped to the Department and the old item exchanged for the replacement. Clothing/equipment purchases may not be made while on leave of absence. (E.g., disability, W/C)

Pending approval by the Chief, each member may purchase and shall be reimbursed up to one hundred dollars (\$100) per fiscal year for the purchase of optional, brand-name equipment as authorized by the Department's General Order "Authorized Uniforms & Equipment" from any supplier. Members shall submit expense reimbursement forms and appropriate receipts.

- a. Each officer in a plain clothes assignment may purchase and shall be reimbursed up to four hundred dollars (\$400) per fiscal year to purchase and replace clothing worn on the job. Purchases / reimbursements must be approved by the Chief.

Clothing allowance for all plain clothes assignments is to be pro-rated during the member's first and final years of assignment. E.g., an officer who is assigned on June 1 or retires on August 1 is eligible for \$33.33 that fiscal year. Excess reimbursement shall result in a deduction from the final paycheck(s) of an amount equal to the over spent amount.

- b. Purchases may not be made while on leave of absence. (E.g., disability, W/C)
3. The Town will provide each member an annual laundry allowance of two hundred fifty dollars (\$250), payable in the last paycheck issued each June. The laundry

allowance is to be pro-rated during the member's first and final year of employment. E.g., an officer who is hired on June 1 or retires on August 1 is eligible for \$20.83 that fiscal year. The allowance will be paid as a form of taxable income and shall not be included in the regular rate used for computing overtime pay rates.

4. All employees, at the time of termination of employment, are required to return to the Chief of Police an initial issue of clothing and equipment replicating that which was issued at the time of the individual's employment or subsequently issued by the Department. Failure to do so shall result in a deduction from the final paycheck(s) of an amount equal to the value of the clothing/equipment issued and purchased but not returned.

## XXI COURT TIME

1. Off-duty employees shall be paid their overtime rate for time spent in court and for associated travel time; they shall be paid a minimum of three (3) hours or for actual time worked (including travel time), whichever is greater. Employees must sign over witness fees (exclusive of mileage) to the Town.
  - a. An employee's second, separate appearance, in the same day shall also be paid a minimum of three (3) hours or for actual time (including travel time), whichever is greater, unless the second appearance immediately precedes the employee's scheduled shift. In that case, the employee shall be paid at their overtime rate for actual time spent in court or traveling to court prior to the shift.
  - b. Compensable round trip travel time to various courts is predetermined as follows:
    - Candia District Court – one quarter (0.25) hour;
    - Merrimack or Rockingham Superior Court – one and one-half (1.5) hours;
    - Portsmouth District Court – two (2) hours;
    - Salem District Court – one (1) hour.
2. Upon cancellation of scheduled court:
  - a. Off-duty employees who are not notified of the cancellation and report to court or to the Police Department shall be paid three (3) hours at their overtime rate.
  - b. Off-duty employees who are notified of cancellation no later than 6 PM the day before the scheduled appearance are ineligible for compensation.
    - i. Notification to off-duty employees shall be made to the telephone number provided by the employee.

- ii. Notification to on-duty employees shall be made during the course of their workday.
  - c. Off-duty employees who are notified of the cancellation after 6 PM the day before the scheduled appearance shall be paid one (1) hour at their overtime rate.
3. On-duty employees who appear in court during their shift shall be paid at their appropriate pay rate.
- a. An on-duty employee whose appearance in court extends beyond their regular shift shall be paid the appropriate pay rate for actual time worked. Witness fees must be signed over to the Town.

## XXII PROFESSIONAL LIABILITY

The Town shall provide, at no cost to the employee, professional liability coverage in the amount of not less than \$100,000.00 per individual, and not less than \$500,000.00 per incident for liability protection for actions arising out of performance of the employee's duties. Said insurance shall be provided as set forth only if available at a reasonable rate, the reasonableness shall be determined by the Commissioner of Insurance.

## XXIII BENEFITS

1. Health Plans – Effective January 1, 2017
- a. The Town shall provide employees with the option of selecting from either the Lumenos plan or the AB15IPDED plan provided by HealthTrust for single, two-person or family coverage. Employees will contribute a portion of the total monthly insurance premium dependent upon their selected level of coverage (e.g. two-person, family) at the following rates: 12.5% for the Lumenos plan and 12.5% for the AB15IPDED plan. Employee contributions shall be made on a Section 125 pre-tax basis.
  - b. Employees who opt to enroll in the Lumenos plan are eligible to open a health savings account (“HSA”), except as stipulated below. During the term of this contract, for each year an employee is enrolled in the Lumenos plan the Town shall contribute \$2,000 for employees enrolled in family or two-person coverage, and \$1,000 for employees enrolled in single coverage. The Town’s contributions shall be made in equal installments on a semiannual basis.

Employees enrolled in the Lumenos plan may contribute to their HSA through payroll deduction, but not in excess of the amount that would cause the health insurance plan to be subject to the Cadillac Tax after consideration of the total premium cost for the Lumenos plan and the

amount of the Town's contribution to the HSA, as stipulated above. Upon the effective date of the Cadillac Tax, the Town shall annually notify employees enrolled in the Lumenos plan of the employees' HSA contribution limit pursuant to this provision.

If, in any year of the contract, the combination of the total premium cost for the Lumenos plan and the HSA contribution as stipulated above will cause the health insurance plan to be subject to the Cadillac Tax, the Town's HSA contribution will be reduced by the amount necessary to prevent the plan from becoming subject to the Cadillac Tax. In the event such a reduction is necessary, the Town will provide affected employees with a wage stipend in an amount equal to the reduction amount.

- c. Employees enrolled in the AB15IPDED plan are not eligible to open an HSA account. Such employees are eligible, however, to participate in a medical expense reimbursement account, "Flexible Spending Account" (FSA), which provides for reimbursement of qualifying medical expenses per the provisions of the Internal Revenue Code and the Affordable Care Act.
- d. Employee health insurance premium costs for the Lumenos or the AB15IPDED plan and Town HSA contributions in effect on June 30, 2024 shall remain frozen at those rates until such time as a successor agreement is reached.
- e. Employees may also enroll in AB10 – RX10/20/45 provided by HealthTrust for single, 2-person, or family coverage. The Town shall share the cost of enrollment in the AB10 – RX10/20/45 with participating employee up to the dollar value contributed by the Town to employees enrolled in the AB15IPDED plan, as set forth in Article XXIII(1)(a). The remainder of the premium cost for the AB10 – RX10/20/45 shall be paid by the employee through equal weekly payroll deductions.
- f. In the event that any portion of the AB10 – RX10/20/45 will trigger the application of the so-called "Cadillac Tax," as it may be amended, the Town shall unilaterally discontinue offering the AB10 – RX10/20/45 for employee enrollment and shall have no obligation to engage in impact bargaining related to its discontinuance.
- g. Employees hired before 11/16/04, upon proof of alternate coverage, may receive a buy-out in lieu of health insurance of \$695.78 monthly for 2-person and \$939.30 monthly for family. Buy-out shall be at the coverage level for which the employee is eligible. Employees hired after 11/16/04 may receive a buy-out of \$208.33 monthly. In order to be eligible to receive a buy-out in lieu of health insurance, employees must provide proof that

they are enrolled in an alternative employer-sponsored health insurance plan.

- h. Notwithstanding the foregoing, the Town and the Union agree that if any portion of the parties' negotiated health insurance plan, other than the AB10 – RX10/20/45 as set forth in Art. XXIII(1), will trigger the application of the so-called "Cadillac Tax," as it may be amended, the parties shall also follow the procedure below:

- i. It is agreed that the Town or Union may immediately reopen this Agreement solely for the purpose of negotiating any changes in the health insurance plan that may be necessary to avoid the application of the Cadillac Tax to the Town or any plan administrator, insurer, risk pool or plan participant, or to assure that the plan is legally compliant. An initial bargaining session shall be held within ten (10) business days of a request to reopen, unless another schedule is agreed to by the parties. The Town shall assist the Union in obtaining plan design and pricing information from insurance providers.

- ii. If within ninety (90) days of either party's request to reopen this Agreement, the parties are unable to agree on changes in the health insurance plan necessary to avoid the Cadillac Tax and/or achieve legal compliance, then the issue shall be submitted to expedited binding interest arbitration. The interest arbitration shall proceed as follows:

- 1. The parties agree that the special nature of this issue may require an arbitrator with specific knowledge of the Affordable Care Act; therefore, the parties will make every effort to mutually agree on an arbitrator with such specialized knowledge. If the parties cannot agree upon an arbitrator, an arbitrator shall be selected using the procedures described in Article VIII (2)(Step 4).

- 2. The interest arbitration hearing shall be held no later than thirty (30) days after either party declares that the reopened negotiations on health insurance are at impasse, unless otherwise agreed to by the parties.

- 3. The Town and the Union shall each submit to the selected arbitrator a proposal for modifying the negotiated health insurance which shall avoid the Cadillac Tax. The Town and the Union shall exchange their proposals not less than ten (10) days prior to the arbitration hearing.

- 4. The arbitrator shall be empowered to select either the Town's proposal or the Union's proposal ("final offer" arbitration)

and is expressly not empowered to fashion his or her own modifications to the negotiated health insurance plan.

2. Dental Insurance

The Town agrees to make Delta Dental, Dental Plan Option 1, provided through HealthTrust available to employees. The Town shall pay 100% of the single membership and shall make available two-person and family coverage at the employee's expense. Employee contributions shall be made on a Section 125 pre-tax basis.

A monthly buy-out of dental insurance premium shall be available at the value of fifty percent (50%) of the single coverage premium for employees who, upon proof of alternative coverage, opt out of the Town's plan.

3. Life Insurance

The Town shall provide each member of the unit life insurance coverage in the amount of one (1) year's annual base salary, to the next higher thousand dollars, and accidental death and dismemberment coverage that provides a benefit of up to (1) year's annual base salary, to the next higher thousand dollars. Upon the attainment of age 70, the coverage is reduced to fifty percent (50%). Upon termination of employment, life insurance coverage terminates.

4. Short Term Disability

The Town shall provide an accident and sickness wage continuation policy ("Short Term Disability Insurance") covering all employees at Town expense for twenty-six (26) weeks at 70% of their base pay per week benefit. Such benefit to begin after a waiting period of eight (8) consecutive days in the case of illness and one (1) day in the case of an accident.

5. Deferred Compensation

The Town shall make a 457 Savings Plan available to employees of this unit. Employees opting to participate may make payroll deducted contributions to the Plan by designation of Earned Time (exclusive of minimum usage provisions) and/or wages up to the allowable maximum. The Town will make no contributions to the Plan.

6. Tuition Reimbursement

Employees may request reimbursement for tuition costs (excluding other fees) associated with college courses based on the following criteria:

The course must be given by an accredited college or university. All requests for reimbursement shall be submitted to the Chief of Police or his/her designee and

approved prior to attending classes. The employee must achieve a minimum grade of C to be eligible for reimbursement. The Town will provide 100% reimbursement for an A; 90% for a B; and 75% for a C.

Employees must achieve a minimum grade of B to be reimbursed for Graduate level classes.

The Unit shall be limited by an amount of \$5,000.00 annually for tuition reimbursement to all members. The amount shall be allocated and distributed amongst all members of the unit who apply and meet the criteria outlined above. If the total of all reimbursements requested exceeds \$5,000.00, then the bills submitted for payment shall be prorated in order that all members qualifying for payment shall receive a proportioned amount. This payment shall be paid in June of each year.

#### XXIV WORKERS' COMPENSATION

1. All employees of the Town who incur a job-related injury or illness while in the performance of their duties shall receive their base salary (budgeted salary less normal deductions, not including overtime) while on injury/illness leave for up to a maximum of twenty-six (26) weeks.
  - a. All Workers' Compensation benefits received retroactively by an employee for a period during which the Town was providing base salary in accord with injury/illness leave will be reimbursed to the Town by said employee, upon receipt, by assignment of compensation payments ("sign over" the checks), up to the gross amount paid by the Town; any amount remitted to the Town by "sign over" in excess of the gross amount shall be refunded to the employee as soon as practicable but in no event later than thirty (30) days from the date of the sign over.
  - b. If an employee is denied benefits he/she must repay the Town for all compensation received by virtue of payments provided under Sect. 1. Repayment will be accomplished by charging Earned Time accumulations, both current and future, until the overpayment has been rectified, provided, however, that any repayment of sums due from accrued Earned Time will not be reduced below the level where the employee cannot take at least one week of Earned Time leave each year.
2. While on Workers' Compensation leave, employees will remain eligible for full benefits up to a maximum of six months. After six months, employees shall be responsible for the full cost of benefits (see Benefits Article) and shall not accrue seniority or Earned Time.

## XXV RESIDENCY LIMITATIONS

Members serving on special response assignments such as, but not limited to, special response team and accident reconstruction, shall reside within a thirty (30) minute response time area under normal circumstances; detectives shall reside within a forty-five (45) minute response time area under normal circumstances.

## XXVI SENIORITY

1. An employee will not acquire seniority during his/her probationary period. The probationary period is considered as a temporary appointment. The probationary period shall be one (1) year.
2. Seniority shall mean the length of full-time service within a bargaining unit position. The Chief of Police shall establish a list containing the names and seniority date of all employees in the unit. A current list must be posted at least once each year. Any objections to the list as posted shall be reported in writing to the Chief of Police within ten (10) days, or the list will stand approved.
3. For purposes of computing length of service in grade as it applies only to the wage schedule, service shall be counted from day of employment within rank.
4. The parties agree to implement a seniority based shift assignment process for officers with ten (10) years or more of Department seniority.
  - a. One half (1/2) of the respective positions shall be available for shift by seniority bidding. If an odd number of positions exist, the Department controls the majority.

The most senior eligible officer shall select first, continuing thereafter in a descending seniority progression, with the least senior eligible Officer selecting last.

- b. If an officer opts not to select from the remaining positions, he/she shall be assigned at the discretion of management, consistent with assignment of non-eligible personnel.
    - c. The department retains the right to reassign eligible officers for unsatisfactory performance and/or disciplinary purposes. Prior to being reassigned for unsatisfactory performance, the officer shall be notified in writing of such and given a four (4) week period to correct the stated problems. If not corrected after this period, the officer may be reassigned with an understanding between the parties that the reassignment is intended to be remedial (not disciplinary) in nature and therefore not subject to the grievance procedure. If an officer is disciplined, the action may include

shift reassignment. The reassignment and any other discipline imposed are subject to the grievance procedure as indicated in Article VIII.

- d. If an eligible officer is reassigned for either of the reasons noted in section d, an officer who is not eligible for shift by seniority bidding shall replace them.
- e. Patrol Officers eligible for shift by seniority bidding shall only be allowed to use four (4) hour Earned Time blocks a maximum of six (6) times per year. All non-eligible employees (Detectives, Community Relations Officer(s), School Resource Officer(s), and Patrol Officers with less than ten (10) years of Department seniority) retain unrestricted four (4) hour Earned Time blocks usage.

## XXVII FAMILY AND MEDICAL LEAVES OF ABSENCE

### General Provisions

Under the provisions of the Family and Medical Leave Act of 1993 ("FMLA"), all employees who worked at least 1,250 hours during the prior twelve (12) months are entitled to take not more than twelve (12) work weeks unpaid FMLA leave of absence in a twelve (12) month period (as defined below) in the event of:

- A. The birth of a child in order to care for the child (leave must be taken within twelve (12) months of the birth);
- B. An adoption or foster care placement of a child in order to care for the child (leave must be taken within twelve (12) months of the placement);
- C. A serious health condition of the employee's parent, spouse, minor child, or adult child when the ill person is not capable of self-care and the employee is needed for such care; or
- D. A serious health condition of the employee which results in the employee's inability to perform his or her job.

As stated above, an eligible employee is entitled to a total of twelve (12) work weeks of leave during any twelve (12) month period. That twelve (12) month period is defined as a "rolling" twelve (12) month period measured backward from the date an employee begins any FMLA leave. Each time an employee begins FMLA leave, he is eligible to use any of the maximum of twelve (12) weeks leave not used in the prior twelve (12) months. For example, if an employee has used eight (8) weeks of FMLA leave during the twelve (12) months prior to a new leave request, the employee is then eligible to take an additional four (4) weeks of leave. As further example, if an employee takes four (4) weeks of FMLA leave beginning September 1, 2003, and four (4) weeks of FMLA leave beginning December 1, 2003, an employee requiring additional FMLA leave on March 1, 2004,

would have four (4) weeks of FMLA leave available. In other words, the number of weeks which an employee has available upon the beginning of a FMLA leave shall be twelve (12) weeks less the number of FMLA leave weeks taken in the twelve (12) month period prior to the beginning of the current FMLA leave (the "Available Leave Weeks").

FMLA leaves for the birth or placement for adoption or foster care of a child, as described in paragraphs A and B above, must be taken all at once unless otherwise agreed to by the Town Administrator. If medically necessary, FMLA leaves due to illness as described in paragraphs C and D above may be taken on an intermittent or reduced leave schedule. If FMLA leave is requested on this basis, the Town Administrator may require the employee to transfer temporarily to an alternate position which better accommodates periods of absence or a part-time schedule, provided that the position has equivalent pay and benefits.

When a FMLA leave is approved, an employee's accrued, unused Earned Time will be included as part of the twelve (12) week leave requirement for an A, or B FMLA leave listed above. For example, an employee with two (2) weeks accrued, unused Earned Time is required to use that time before taking not more than ten (10) additional unpaid weeks. In addition, for type A or B FMLA leave the employee may at his/her option utilize accrued unused Earned Time to cover any period of otherwise unpaid leave. For type D leave, an employee eligible for Short Term Disability may use unused accrued Earned Time to supplement the difference between the Short Term Disability benefit and his/her regularly weekly wages, exclusive of overtime. In the event an employee exhausts Short Term Disability benefits or in the use of a type C leave an employee must use any accrued unused Earned Time in excess of forty-five (45) days and further provided may convert such days in excess of forty-five (45) to "sick days" at the rate of one Earned Time day for two "sick days."

When an employee requests any leave of absence which qualifies as leave under the FMLA, the Town Administrator may designate such leave as FMLA leave upon written notification to the employee.

#### Status of Employee Benefits

While on FMLA leave, employees may continue to participate in the Town's group health insurance in the same manner as employees not on FMLA leave. In the event of unpaid FMLA leave, an employee shall pay to the Town Finance Director the employee's share of any medical insurance premiums once per month in advance on the first day of each month. For contributions to a flexible spending account, if any, during any unpaid FMLA leave, such amounts must be withheld from the employee's last paycheck or checks. In the event that the employee elects not to return to work upon completion of a FMLA leave of absence, the Town may recover from the employee the cost of any payments to maintain the employee's medical coverage, unless the employee's failure to return to work was for reasons beyond the employee's control.

Benefit entitlements based on length of service will be calculated as of the last paid work day prior to the start of the leave of absence; for example, an employee on leave will not

accrue vacation. At the end of an authorized FMLA leave, an employee will be reinstated to his or her original or a comparable position.

#### Basic Regulations and Conditions of Leave

The Town will require medical certification to support a claim for FMLA leave for an employee's own serious health condition or to care for a seriously ill child, spouse or parent. For the employee's own medical leave, the certification must include a statement that the employee is unable to perform the functions of his or her position. For FMLA leave to care for a seriously ill child, spouse or parent, the certification must include an estimate of the amount of time the employee is needed to provide care. In its discretion, the Town may require a second medical opinion and periodic recertification's at its own expense. If the first and second opinions differ, the Town, at its own expense, may require the binding opinion of a third health care provider, approved jointly by the Town and the employee.

#### Notification and Reporting Requirements

When the need for FMLA leave is foreseeable, such as the birth or adoption of a child, or planned medical treatment, the employee must provide reasonable prior notice, and make efforts to schedule leave so as not to disrupt Town operations. In cases of illness, the employee will be required to report periodically on his or her FMLA leave status and intention to return to work. At the expiration of any FMLA leave due to the employee's own illness, the employee must present a written authorization from his/her doctor stating that the employee is ready to return to work.

#### Procedures

- a) A Request for Family and Medical Leave of Absence Form must be originated in duplicate by the employee. This form should be completed in detail, signed by the employee, submitted to the Town Administrator or his/her designee for proper approvals. If possible, the form should be submitted thirty (30) days in advance of the effective date of the FMLA leave.
- b) All requests for FMLA leaves of absence due to illness must include the following information attached to a completed Request for Family and Medical Leave of Absence Form:

Sufficient medical certification stating:

- a) The date on which the serious health condition commenced;
- b) The probable duration of the condition; and
- c) The appropriate medical facts within the knowledge of the health care provider regarding the condition.

In addition, for purposes of FMLA leave to care for a child, spouse, or parent, the certificate should give an estimate of the amount of time that the employee is needed to provide such care. For purposes of FMLA leave for an employee's illness, the certificate must state that

the employee is unable to perform the functions of his or her position. In the case of certification for intermittent FMLA leave or FMLA leave on a reduced leave schedule for planned medical treatment, the dates on which such treatment is expected to be given and the duration of such treatment must be stated.

#### Coordination with Maternity Leave

The Town provides employees a leave of absence for the period of temporary physical disability resulting from childbirth and related medical conditions. A maternity leave begins when an employee is medically determined to be disabled and ends when medically determined to be able to return to work.

Maternity leave will be treated in the same manner as a type D FMLA leave of absence; that is, the employee is required to exhaust accrued, unused earn time followed by use of unused vacation and personal days, respectively, as may be needed time before taking any unpaid leave. However, maternity leaves are not limited by any measure other than the period of medical disability.

An employee who uses less than the Available Leave Weeks for type D leave for maternity may take additional type A FMLA leave after the end of the disability period for a period not to exceed the Available Leave Weeks.

#### Coordination with Other Town Policies; Reference to FMLA and Federal Regulations

In the event of any conflicts between this policy and other Town policies, the provisions of this policy shall govern. The FMLA and the FMLA federal regulations issued by the U.S. Department of Labor contain many limitations and qualifications for entitlement and governance of FMLA leave not stated herein. The terms of the FMLA and the FMLA federal regulations are incorporated herein and will be applied in all instances of requested or designated FMLA leave.

### XXVIII ASSISTANT PROSECUTOR

The Assistant Prosecutor rate of pay shall be provided in Appendix A and will be applicable if a bargaining unit member is assigned to be Assistant Prosecutor.

The Assistant Prosecutor shall be eligible to work patrol overtime at their appropriate patrol rate of pay and outside details at the appropriate detail rate of pay.

### XXIX IN-CAR AUDIO VIDEO RECORDER & AVL

The Union recognizes that the In-Car Audio Video Recorder & AVL systems are valuable tools used by law enforcement professionals to enhance productivity, further investigations, conduct training and most importantly, increase officer safety. Therefore the Union accepts Policy #405 In-Car Audio & Video Recorder (Date of Issue: January 18, 2011) as currently written with the following stipulations.

1. The regular review of employees' audio-video recordings by supervisory personnel provides the Department and its employees an excellent, cost conscious method of reviewing employee activity as it can be done at the Station when time allows. The opportunity to review, coach, train, provide safety advice, counsel and discipline when appropriate is an outstanding peripheral benefit of this new technology.
  - Supervisors are encouraged to randomly select and review audio-video recordings as they deem necessary.
  - Supervisors should use these reviews as opportunities to train, to focus upon officer safety practices and as a general Departmental quality control assessment.
  - If a supervisor makes an observation of note about an employee whom he/she was not directly supervising at the time of the activity, the reviewing supervisor should ensure that the recording is provided to the appropriate direct supervisor.
  - Following such a review, the direct supervisor should meet with the officer and provide positive reinforcement or constructive criticism with respect to the activity reviewed. Constructive criticism may relate to officer safety issues, demeanor, policy issues or legal issues related to the activity as well as any other observation relative to performance.
  - In cases of infractions requiring discipline, the Chief of Police or his/her designee, after review of all information regarding the incident, shall authorize the appropriate disciplinary action.
2. The Department intends that its response to any request for information shall be limited to the incident that is being sought. If a copy of an audio/video recording is provided to any person or entity for reasons other than those discussed in Section VIII of the In-Car Audio & Video Recorder policy, the Department shall notify those officers whose images are clearly identifiable on the audio/video recording within five business days of such release. Additionally, the Department will make a reasonable attempt to notify an officer if it fills a request for information that does not appear to be for an official purpose.
3. No officer shall be disciplined for failing to follow the procedures required by this policy in the event that compliance with the policy is a violation of any law.

### XXX EFFECT OF AGREEMENT

1. This instrument constitutes the entire agreement of the Town and the Union, arrived at as a result of collective bargaining negotiations, except such amendments hereto as shall have been reduced in writing and signed by the Parties.
2. The Parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands with respect to any subject or matter not removed by law from the area of collective

bargaining, and that the understandings and agreements arrived at by the Parties after the exercise of that right and the opportunity are set forth in this Agreement. Therefore, the Town and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered by this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

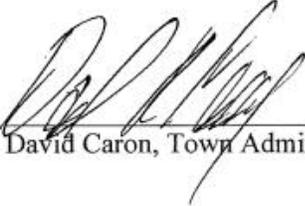
- 3. In the event any provisions of this Agreement in whole or in part are declared to be illegal, or invalid by any court of competent jurisdiction or any administrative agency having jurisdiction, all of the other terms, conditions, and provisions of this Agreement shall remain in full force and effect to the same extent as if that provision had never been incorporated in this Agreement and in such event, the remainder of this Agreement shall continue to be binding upon the Parties hereto.

XXXI DURATION OF AGREEMENT

This Agreement shall be in full force and effect from July 1, 2021 through June 30, 2024 unless otherwise provided in this contract.

IN WITNESS WHEREOF, the parties have executed this Agreement this 19<sup>th</sup> day of May, 2021.

For the Town of Derry

  
\_\_\_\_\_  
David Caron, Town Administrator

For the Derry Police Patrolman's Association

  
\_\_\_\_\_  
Steve Arnold

APPENDIX A – WAGE SCALE

**Derry Police Patrolman's Hourly Wage Schedule**

<u>Patrol Officer</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>MPO</u>	<u>SMPO</u>
July 1, 2021	26.04	28.15	29.45	32.07	33.67	36.04
July 1, 2022	26.56	28.71	30.04	32.71	34.34	36.76
July 1, 2023	27.09	29.28	30.64	33.36	35.03	37.50

<u>Detective</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>MPO</u>	<u>SMPO</u>
July 1, 2021	27.01	29.13	30.46	33.20	34.86	37.30
July 1, 2022	27.55	29.71	31.07	33.86	35.56	38.05
July 1, 2023	28.10	30.30	31.69	34.54	36.27	38.81

<u>Asst. Prosecutor</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
July 1, 2021	39.67	41.65	42.70
July 1, 2022	40.46	42.48	43.55
July 1, 2023	41.27	43.33	44.42