

ARTICLE 1 – RECOGNITION:

1. The Town hereby recognizes the Union as the exclusive bargaining representative, pursuant to the provisions of New Hampshire RSA 273-A, for all non-probationary employees in the Fire, Communications, and Police Department in the following positions: Fire Lieutenant, Firefighter/Paramedic, Firefighter/Intermediate, Communications Specialist, Communications Supervisor, Detective/Sergeant, Sergeant, Detective, School Resource Officer, Police Officer, Civilian Police Aide, and Animal Control Officer. Additionally, it is agreed that the following positions and employees are specifically excluded from recognition or coverage under this Agreement: Chief of Police, Fire Chief, Police Lieutenant, Assistant Chief of Administration and EMS, ~~Communications Manager~~, Assistant Communications Manager, Secretary to the Chiefs, persons in a probationary or temporary status, persons employed seasonally, irregularly, or on call and part-time per diem staff hired by the Fire Department.

2. It is specifically agreed by the parties hereto that any rights, duties or authority existing by virtue of the New Hampshire Revised Statutes Annotated or other law shall in no way be abridged or limited by any of the provisions of this Agreement, and to the extent that any provision of this Agreement is inconsistent with any such law, the provision(s) of law shall prevail.

The Town of Hollis (hereinafter referred to as the “Town”) and Local 3657 of the American Federation of State, County, and Municipal Employees, AFL - CIO (Hereinafter referred to as the “Union”) hereby agree as follows inconsistent with any such law, the provision(s) of law shall prevail.

3. The parties agree to the following classification definitions:

a) Regular Part-Time Employees- Employees who have successfully completed a probationary period and sworn and non-sworn employees who are assigned to a regular workweek of more than twenty (20) hours. Regular part-time employees are eligible to accrue earned and sick leave on a pro-rated basis in accordance with the employee’s regular workweek.

b) Part-Time Employees- Employees who are assigned to a workweek of twenty hours (20) or less. Part-time employees are not eligible to receive any benefits.

ARTICLE 2 – EMPLOYEE RIGHTS:

1. The Town and the Union agree 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 the employee has given testimony or taken part in a grievance procedure or proceeding of the Union.

2. No employee shall, as a condition of employment, be required to become a member of the Union. The Union agrees that it will not interfere with the rights of any or all non-members employed by the Town

3. **For any section of this article that has a statutory remedy process, the employee shall not use the grievance procedure to dispute the issue. Any claims shall be challenged through the statutory procedure.** ~~The Town and the Union reaffirm and will maintain the policy not to discriminate against any person because of race, color, national origin, citizenship, religion, sex, marital status, age or disability. All such claims under this Section shall be initiated through the grievance procedure herein before taking action with state or federal agencies. This requirement shall not, however, restrict the filing of claims or complaints so as to prevent the expiration of time limits or appeal rights set forth by statute or regulation.~~

ARTICLE 3 – MANAGEMENT RIGHTS:

No issues for either party; stay with current contract language.

ARTICLE 4 – UNION RIGHTS AND RESPONSIBILITIES:

No issues for either party; stay with current contract language.

ARTICLE 5 – DUES DEDUCTIONS:

1. The Town agrees to deduct, from the employee's payroll, Union **dues or agency fee** for each employee, upon receipt of written authorization for such deductions. Requests for deduction shall be in writing, signed by the employee on an authorization card supplied by the Union in a form acceptable to the Town. Deductions shall be made from the employee's paycheck for the amount of dues **or agency fee** for that pay period as certified by the Local Treasurer **of AFSCME Council 93**. The Town agrees to pay over monthly to the local Treasurer **AFSCME Council 93**; the amounts so deducted along with a list indicating who has paid said amounts. The

Union shall promptly inform the Town of the correct name and address of ~~Local Treasurer~~
AFSCME Council 93.

2. If an employee has no check coming in any pay period, or if the check is not large enough after other deductions to pay dues **or agency fee**, then in that event no deduction is made for that employee and no payment is required of the Town. In no case is the Town required to collect fines or assessments for the Union beyond regular dues **or agency fee.**

3. **Any employee who chooses not to join the Union must pay an agency fee to be determined by the Union in accordance with state and federal law. Such representation fee shall commence thirty (30) days from the date of eligibility to join the Union or the effective date of this agreement, whichever is later.**

4. The Union agrees to hold the Town harmless from any claim or liability arising out of its deduction of dues and payment to the Union under this Article. **The Union will intervene in, fully indemnify and defend any administrative or court litigation concerning the propriety of such termination for failure to pay the representative (agency) fee. In such litigation, the Town shall have no obligation to defend the termination. The Union shall reimburse the Town for any expenses incurred as a result of being ordered to reinstate an employee terminated at the request of the Union for not paying the representation (agency) fee.**

ARTICLE 6 – STRIKES AND LOCKOUTS:

No issues for either party; stay with current contract language.

ARTICLE 7 – CONSULTATION:

No issues for either party; stay with current contract language.

ARTICLE 8 – PROBATIONARY PERIOD AND SENIORITY:

No issues for either party; stay with current contract language.

ARTICLE 9 – DISCIPLINARY PROCEDURES:

4. Providing there are no infractions in the intervening period, written reprimands (after a period of ~~2~~ **3** years) and suspension notices (after a period of ~~4~~ **5** years) contained in an employee's personnel file shall not be considered when disciplinary action is taken.

5. In the event that an infraction is sufficiently severe to merit immediate removal of an employee from the workplace pending investigation, said employee shall be placed on **paid** administrative leave pending the investigation and findings. In the event an employee is placed **on paid** administrative leave, verbal notice of the allegation(s) shall be provided to the employee and a union officer at the time of the **paid** administrative leave. A formal written notice shall be provided to the employee and the Union within three (3) business days.

ARTICLE 10 – GRIEVANCE PROCEDURE:

No issues for either party; stay with current contract language.

ARTICLE 11 – HOURS OF WORK AND OVERTIME:

1. For the purpose of this Agreement the Town may alter current work schedules and work shifts at any time upon ten (10) work days notice to the affected employees, or without notice in exceptional or emergency conditions, as determined by the Town. Except in cases of emergency, the Union shall have the opportunity to discuss the change in work schedules and shifts with the Town (including the Board of Selectmen, after the Department Head) within five (5) workdays of said notice. The determination of work schedules and shifts shall be solely the Town's.

2. All employees will be paid for eighty hours every bi-weekly pay period. All hours worked in addition to the employee's normal daily scheduled work hours will be paid as overtime. The normal daily schedule for each classification shall be as follows:

Sergeant	8 ½ hours
Detective	8 hours
Patrol	8 ½ hours
Firefighter	10 hours
Communications	8 ½ hours 8 hours

For this purpose, “week” shall mean periods of time from Saturday through Friday, inclusive. All accrued benefits and holiday pay shall count toward hours worked for the purpose of computation of overtime. ~~If an employee utilizes unplanned sick time during a week, the sick time will not be count toward hours worked for any pre-scheduled overtime during that week.~~ Additional time shall be offered to available full-time qualified personnel on a rotating basis. Police shifts caused by utilization of contractual benefits e.g. sick and earned time, and considered essential by management, shall be considered additional time and staffed. Fire department shifts caused by utilization of contractual benefits, and considered essential by management, shall be staffed, by qualified personnel to include full-time, part-time, **per diem** or call personnel. Open dispatch shifts, deemed essential by management, shall be filled on a monthly basis and will be assigned as follows.

Part time communications personnel shall work a minimum of twelve (12) hours a month and will be given first refusal on open shifts in a rotating fashion. When part-time communication personnel have satisfied their minimum requirement for the month, all remaining shifts shall be filled by qualified personnel on a rotating basis.

In some cases an employee’s normal daily scheduled work hours may exceed eighty hours in a bi-weekly period and in other cases the employee’s normal daily scheduled work hours may be less than eighty hours in a bi-weekly period. In either case an employee will be paid for eighty hours of work provided that they have worked their normal daily scheduled hours or have compensated the town as noted above for hours not worked.

3. Call Back: Police, fire or communications employees required to return to work after having left the employee’s regularly scheduled work shift or called in for an emergency, shall receive a minimum of four (4) hours pay at overtime rates unless the individual is called back to rectify the employee’s own error. If the employee is required to return to work more than once during a single four (4) hour period, the employee shall be paid for only one (1) call back period. When an employee is on court duty outside his regularly scheduled shift, he shall receive court duty compensation at the appropriate overtime rate and shall be guaranteed a minimum of four (4) hours of overtime pay.

4. The Town may offer compensatory time to employees who have provided written consent. Employees may refuse compensatory time and elect to receive overtime pay instead. Compensatory time shall be received at the rate of one and one-half hours for each hour worked. Compensatory time will be administered pursuant to R.S.A. 275:43. Employees may not carry unused compensatory time into the next calendar year. Should employee have a balance of compensatory time remaining at the end of the calendar year, the employee shall be compensated for all hours at the rate of straight time at the employee's current hourly rate at the time of payout.

ARTICLE 12 – OUTSIDE WORK DETAILS:

1. Payment for outside details shall be ~~\$37.00~~ **\$39.10** per hour **as of March 2009.** The outside detail rate shall be increased annually as enunciated in Article 25 Section 2.

2. Employees working outside details shall be paid a minimum of four (4) hours unless the detail is cancelled at least two (2) hours prior to scheduled assignment. ~~Or if~~ **or if** the detail is offered for a lesser number of hours in advance of the assignment

3. Outside details shall be offered to available full-time qualified ~~personnel~~ **employees** in the appropriate job classification on a rotating basis before such duty is offered to other part-time qualified employees or to an outside agency.

The Department Head or his designee will be the responsible caller with the exception of emergency details or a reassigned detail which will cause an emergency situation, in which case, the on duty supervisor shall accept the task and cause to be notified the person charged with filling details.

Under no circumstances will swapping of details be permitted. Any outside detail, which cannot be filled by the original employee who took the detail, must be filled by reassigning it from the list according to the procedures described above. Any detail which is canceled by the employee who originally took it, less than twenty-four (24) hours prior to the start of the detail must be reassigned according to the emergency procedure outlined above.

- 4. Outside detail hours shall not be counted as hours worked for overtime purposes.**

ARTICLE 13 – EARNED TIME:

1. Earned time replaces “vacation”, ~~and “personal day”~~ **and “sick”** types of leave. Earned time shall be based only on regular hours worked. A non-probationary regular employee shall accrue earned time according to the following schedule:

<u>Years of Employment</u>	<u>Rate Factor</u>	
1-5 years	0.053846154	<u>0.0730769</u>
6-10 years	0.073076923	<u>0.0923076</u>
11 or more years	0.092307692	<u>0.1115384</u>

2. An employee may take up to 80 hours earned time in advance of actually earning it, with the following provisions:

(a) Within a calendar year, employees may only take off earned time according to the following maximums, plus any time carried forward from a preceding year:

1-5 years employment	112 hours	<u>152 hours</u>
6-10 years employment	152 hours	<u>192 hours</u>
11 or more years employment	192 hours	<u>232 hours</u>

(b) At the end of a calendar year, no employee shall have less than zero (0) hours of accrued earned time.

(c) If an employee terminates employment with the Town with a negative balance of earned time, the cost of that earned time shall be deducted from the employee’s remaining pay owed by the Town.

3. During a calendar year, each employee shall be required to take ~~either (a)~~ a minimum of ~~80~~ **100** hours of accrued earned time, ~~or~~ ~~(b)~~ all of the earned time that the employee has accrued during that year, whichever is less.

4. During a calendar year, each employee shall be required to take a minimum of 40 consecutive hours of accrued earned time. ~~Use of accrued earned time requires the prior approval of the employee’s supervisor, except in the case of an emergency.~~

5. **Earned time may be used for vacation, personal time or illness. Earned time**

shall be used in four (4) hour increments unless otherwise agreed to and must be scheduled in advance and approved by a supervisor, except in cases of illness of the employee or family illnesses (residing in the employee's household). The employee must notify the employee's supervisor at least one (1) hour before the employee's scheduled work time in order to use earned time for an unscheduled absence. The Town may require a physician's statement if the absence is for more than three (3) consecutive days. In cases of suspected abuse, the Town may require a physician's statement before three (3) consecutive days absence.

6. Accrued earned time may be carried over from year to year, with a maximum accrual of five hundred (500) hours. Earned time may be submitted to the Town for reimbursement at the employee's then-applicable rate of pay. Requests for payment of accrued earned time shall be made by December 1. Payment for accrued earned time may only be made upon approval by the employee's supervisor and the Board of Selectmen. Upon severance or retirement of the employee, the Town will pay the employee for all accrued earned time at the employee's rate of pay at the time of ~~termination~~ **separation**.

ARTICLE 14 - PREVIOUSLY ACCRUED SICK LEAVE:

1. ~~A non-probationary regular employee shall earn sick leave at the rate of 0.03462 hours per hour worked, to a maximum accumulation of two hundred and forty (240) hours. The rate will increase to 0.03846 in 2008.~~ **Sick Leave that has been accrued prior to April 1, 2009 shall be** ~~Sick leave shall be used~~ **prior to using any accrued earned time** for the illness or injury of the employee or family illnesses (residing in the employee's household), and FMLA qualified leaves at the employee's option or to supplement income derived from short-term disability. Use of sick leave for paternity shall be limited to ten (10) scheduled workdays provided there were no complications and that the pregnancy went full term. The employee must notify the employee's supervisor at least one (1) hour before the employee's scheduled work time in order to receive sick leave pay.

2. The Town may require a physician's statement if an employee is on sick leave for more than three (3) consecutive days. In cases of suspected abuse of sick leave, the Town may require a physician's statement before three (3) consecutive days absence.

~~3. Incentive Program: Every 6 months, the Town shall grant one (1) additional personal days to be used in the next 6 months, to employees who have used no sick time in the preceding six (6) months. Additional personal days cannot be rolled over, if the additional day is not used, the day will be lost without compensation. This shall occur April 1st and October 1st annually.~~

3. When the balance of accrued sick leave drops below the amount of hours needed to cover one scheduled workday, the balance will be transferred to the earned time bank.

ARTICLE 15 – PROMOTIONS AND TRANSFERS:

6. Candidates Employees who apply for the vacancy shall be notified by the Town regarding the status of their application.

ARTICLE 16 – INSURANCES:

1. Health Insurance: Impasse see fact finders report.

2. Life Insurance: ~~The Town shall provide a life insurance to non probationary full time employees in an amount equivalent to 1.67 times the employee's annual base salary, rounded up to the nearest one thousand dollars (\$1,000.00).~~ **The Town shall provide at no expense to full-time employees with a group term life insurance policy in the amount of \$200,000.00 with benefits for dismemberment.**

Short and Long Term Disability Insurance

~~3. Disability Insurance: Non probationary full time employees shall be provided disability insurance in the amount of two thirds of the employee's regular base wage for non-work related illness or injury. Disability insurance shall be payable after three (3) consecutive days of illness or injury. In the event that the employee does not receive payment from the insurance carrier after said three (3) days, the Town shall pay two thirds of the employee's regular base wage until the employee receives payment from the insurance carrier. The employee shall be required to reimburse the Town for the advanced pay upon receipt of payment from the insurance carrier. Employees will not be advanced disability payments until the employee has signed a payroll authorization form allowing payroll deductions in the event that the employee does not reimburse the Town for the advanced disability payments.~~

The Town shall provide at no expense to employees, short-term disability insurance covering non-work related accidents and illness with a fifteen (15) calendar day waiting period and a maximum benefit period of twenty-four (24) weeks at 66.67% of employee's base weekly earnings to a maximum of one thousand dollars (\$1,000.00). During the 15 calendar day waiting period the employee and the town shall contribute equally towards any lost wages for regular scheduled work days. Employees shall be allowed to use earned or sick time for its share and the Town shall provide compensation at the employees regular base pay for its share. If employees have no available earned or sick leave or decide not to use earned or sick leave then the Town shall not be required to contribute its share of the employees regular base pay. The Town shall provide at no expense to employees, long-term disability insurance covering non-work related accidents and illness with a 180-calendar day waiting period at 66 2/3 % of employee's base weekly earnings to a maximum of six thousand dollars (\$6,000.00) per month. Policy shall continue until social security retirement age.

4. Liability Insurance: The Town shall indemnify an employee covered by this Agreement for judgments arising out of the employee acting in good faith within the scope of the employee's employment to the extent that the claim is within the limits of coverage of an insurance policy maintained by the Town.
5. Dental Benefits: The Town agrees to provide one hundred percent (100%) of the monthly premium costs of a dental plan for each full-time regular employee. An employee may elect to have the family plan coverage at a cost to the employee of fifty percent (50%) of the added premium. The insurance provider shall be determined by the Town.
6. Retirement: The Town shall, on behalf of bargaining unit members continue to pay its share of the cost of participation in the New Hampshire Retirement System.
7. Workers' Compensation: Employees shall receive workers compensation insurance coverage as prescribed by, and to the extent required by, the laws of the State of New Hampshire. The Town shall pay 100% of the related premiums. An employee who becomes eligible for a workers compensation benefit must apply for that benefit. **In the event that an employee suffers an injury in the line of duty and as a result begins receiving workers compensation payments the Town will pay the employee the difference between his/her worker's compensation payments and the employees regular base pay at the time of the injury for a period of six months. Injured employee may elect to use earned time and sick time during weeks when there is no Town compensation. At no time will the combination of the employee's worker's compensation payments and the Town's payment under this section exceed the employee's regular base pay at the time of injury. Accrual of earned and sick leave will not continue when employee is receiving worker's compensation benefits. During a covered absence, no employee shall engage in any form of employment.**

ARTICLE 17 - UNIFORM ALLOWANCE

1. Upon completion of probation, Officers shall be issued articles of uniforms and equipment necessary to attain the following levels:

3 Long sleeve shirts	3 Ties
3 Short sleeve shirts	1 Tie Clip
3 Trousers	2 Name <u>Tags</u>
1 Dress blouse	2 Badges
1 Winter jacket	2 Collar insignia
1 Duty Belt	1 Wallet badge
1 Hat badge	1 Hat w/ cover
1 Spring/fall Jacket	1 Pair boots
1 Detail polo shirt	1 Holster
1 Cuff case	1 Pepper spray holder
1 Ammo case	4 Belt keepers
1 Pair handcuffs	1 HPD baseball cap

2. Upon completion of probation, firefighters shall be issued articles of uniforms and equipment necessary to attain the following levels:

5 Short sleeve shirts	1 Winter jacket
5 Long sleeve shirts	1 Spring/fall jacket
5 Golf shirts	1 Belt
5 Department t-shirts	1 Winter hat
5 Trousers	1 Name tag
1 Pair of shoes	<u>2</u> (1) Badges

3. Annually thereafter employees covered by this Agreement shall receive a clothing allowance as follows:

Police (including Detective) ~~\$600~~ **\$750.00** each year

Firefighter \$750.00 each year

Uniform allowances shall be paid on a reimbursement basis upon presentation of proof of purchase. In order for uniform purchases to qualify for reimbursement, employees must receive approval from the Department Head that the purchase will qualify for reimbursement. Part-time employees uniforms will be issued and replaced utilizing a quartermaster system. All equipment issued by the Town shall remain the property of the Town. **\$150.00 of the clothing allowance may be used for dry cleaning of department uniforms.**

4. Dress requirements for the Communications Department shall continue to be the prescribed "business casual" including the uniform shirts. The Town shall provide each Communications employee with shirts as agreed upon by the employees and in consultation with the Communications Director. The Employer agrees to issue at least four (4) shirts per year for full-time and regular part-time employees and at least two (2) shirts per year to other part time employees. The Employer agrees to repair or replace shirts that are damaged at work or worn out. If shirts need to be replaced for any other reason, the cost shall be born by the employee.

ARTICLE 18 – TUITION REIMBURSEMENT / EDUCATION INCENTIVE:

The following education incentive and tuition reimbursement policy will apply to members of the bargaining unit after one (1) year of service. The Town agrees to provide 100% tuition reimbursement for the cost of courses, **including books, course material, lab fees, etc.**, if all of the following are met:

1. Course reimbursement does not exceed one thousand dollars (\$1000) per employee, per calendar year. **Unless as of December 31, there exists a remaining balance within the Course Reimbursement Fund. In such an instance, if an employee has already been refunded then the maximum amount allowed (\$1,000.00), he/she can apply for additional reimbursement. The request must be made to the appropriate department head.**
2. Courses are related to the employee's job or are part of a career development program, which is approved in advance by the Department Head.

3. Successful completion of course work with a “B” or the numerical equivalent grade or better and satisfactory proof of attainment. In the event of a class with a “pass/fail” standard, “pass” shall be deemed successful completion.
4. Courses where a “C” or the numerical equivalent grade was received shall be reimbursed 50% of the cost of the course.
5. No reimbursement will be provided in courses where the student receives an “F” or the numerical equivalent grade.

Funds shall be allocated on a first come, first served basis. The Town shall budget ~~three (\$3000)~~ **four thousand dollars (\$4000)** each year. Unexpended funds shall not be carried over into the next budget year.

ARTICLE 19 – MILITARY SERVICE:

No issues for either party; stay with current contract language.

ARTICLE 20 – BEREAVEMENT LEAVE:

No issues for either party; stay with current contract language.

ARTICLE 21 – LEAVE OF ABSCENCE:

No issues for either party; stay with current contract language.

ARTICLE 22 - HOLIDAYS:

1. All full-time regular employees shall be paid for the following named holidays. Should a holiday fall on a Sunday and be celebrated on a Monday all regular employees shall be paid for this day. Should a holiday fall on a Saturday, the preceding Friday shall be considered the holiday. These employees who have been deemed nonessential by management shall be compensated for the amount of hours they were originally scheduled to work. For shift workers, holidays will be observed on the day for which it is deemed to be an official holiday.

New Year’s Day

Independence Day

President's Day

Labor Day

Memorial Day	Thanksgiving Day
Veteran's Day	Day After Thanksgiving
Floating Holiday	Christmas Day

2. All work performed on a holiday shall be paid at the rate of time and one-half, for all hours worked.
3. An employee shall be entitled to the holiday pay referred to in Section 1 if the employee works the last regularly scheduled workday preceding and the first regularly scheduled work day following the particular holiday but not otherwise except for a substantial reason or emergency.
4. Employees entitled to receive holiday pay shall receive said pay in the pay period in which the holiday falls.
5. If not scheduled to work, holiday pay shall accrue to employees based on normal **daily scheduled work hours**. ~~an eight (8) hour day, regardless of the length of an individual employee's normal shift.~~

ARTICLE 23 – BULLETIN BOARDS:

No issues for either party; stay with current contract language.

ARTICLE 24 - SAFETY/EQUIPMENT:

1. The Town shall have the right to make regulations for the safety and health of its employees during their hours of employment.
2. The Departments may adopt rules for the operation of the Departments and the conduct of its employees provided such do not conflict with any of the provisions of this Agreement.
3. Departmental property issued to employees or personal property which is required by the Town that is lost, stolen or damaged during the course of an employee's duty shall be replaced by the Town at no cost to the employee, provided however, that the employee

reports immediately to the employee's supervisor that a loss has occurred, and the loss was not due to the negligence or carelessness of the employee.

Safety equipment issued to employees will be repaired or replaced in conformance with industry standards and manufacturer's recommendations.

4. The Employer agrees to issue protective clothing and equipment to all firefighters and shall, at the discretion of the Fire Chief, repair or replace protective clothing and equipment in conformance with the 2007 edition of NFPA 1851 standards.

~~4.~~ **5** The Employer agrees to issue body armor to all police officers and shall repair or replace issued body armor in conformance with industry standards and manufacturer's recommendations, provided that armor in regular use over five (5) years old shall be replaced upon request of the employee. The Employer shall issue body armor that is in conformance with NIJ rating as adequate for normal duty use (no less than level 2A). The parties agree the Employer may require employees to wear a vest. All safety equipment issued by the Town shall remain the property of the Town.

ARTICLE 25 – WAGES:

1. Impasse – see fact finders report.

2. Impasse – see fact finders report.

3. Movement on the scale from one step to the next shall be on an annual basis on the anniversary date of their employment. Movement on the scale shall be based on a satisfactory overall evaluation. Evaluation forms shall be standardized. In the event of an unsatisfactory overall evaluation, an employee will have three (3) months to correct the specified deficiencies before movement on the scale. If the evaluation remains unsatisfactory after three (3) months, then the employee will not move on the scale during that year of employment. If the Department Head or designee fails to perform an evaluation, the employee shall be advanced on the wage scale on the appropriate date.

4. Full-time Probationary employees shall be paid as determined by the Town, except that the rate of pay shall not exceed step 2 of the appropriate job classification unless mutually agreed upon by the Union and the Town. The end of probation rate of pay shall normally be step 1 of

the appropriate job classification.

5. Part-time employees shall be paid in accordance with the attached scale (appendix A). Part-time employees shall receive raises based on the terms enunciated in Article 25 Section 2.

6. Longevity pay may be received annually commencing on the first anniversary upon which no step increase is available. Longevity pay is granted under the same criteria as a step increase, at the rate of ~~ifty (\$50)~~ **(\$75.00)** dollars for each year of service.

7. In addition to the wage rates established by this agreement, the Employer shall pay premium pay of one thousand (\$1000) dollars per year for the following assignments: Field Training Officer, Firearms Instructor, Defensive Tactics Instructor, Training Preceptor, Youth Programs Coordinator, Fire Prevention Coordinator, Ice & Water Technician Team, TAC (NCIC/SPOTS) Instructor, and Communications Training Officer. Field Training Officers and Communications Training Officers shall receive \$500 annually if there are no new employees trained. Each of these positions shall be limited to two (2) per department and are expected to assist management in remedial training in addition to new employee training.

ARTICLE 26 – SEXUAL HARASSMENT:

No issues for either party; stay with current contract language.

ARTICLE 27 – EXPENDITURE OF PUBLIC FUNDS:

No issues for either party; stay with current contract language.

ARTICLE 28 – SEPARABILITY:

No issues for either party; stay with current contract language.

ARTICLE 29 – DURATION:

1. This Agreement shall be in full force and effect from ~~April 1, 2006~~ **April 1, 2009** through and including ~~March 31, 2009~~ **March 31, 2012**.

Town Signature

Union Signature

Date

Date