COLLECTIVE BARGAINING AGREEMENT

THE TOWN OF EXETER

And

THE EXETER POLICE ASSOCIATION

July 1, 2015 through June 30, 2017

TABLE OF CONTENTS

Article	Description	Page
I	Recognition	2
II	Employee Rights and Non-Discrimination	2
III	Probationary Employees	2
IV	Management Rights	3
V	Association Rights	3
VI	Dues Check Off and Fair Share	4
VII	Basic Work Schedule	4
VIII	Overtime	7
IX	Holidays	8
X	Wage and Salary Administration	10
XI	Uniforms and Safety Equipment	12
XII	Leave Administration	12
XIII	Safety and Health	21
XIV	Promotion, Layoff, Transfer, and Seniority	21
XV	Benefits	23
XVI	Police Department Provisions	24
XVII	Discipline and Involuntary Separation	25
XVIII	Grievance Procedure	26
XIX	Separability	27
XX	Notices	27
XXI	Duration and Reopening	27

An AGREEMENT between the Exeter Police Association hereinafter referred to as the "Association" and the TOWN OF EXETER hereinafter referred to as the "Town" and collectively referred to as the "Parties".

ARTICLE I
Recognition

1.1 The Town recognizes the Association as the exclusive bargaining agent within the meaning of RSA 273-A.

1.2 Reference to the "Association" as exclusive representative of the employees means the Exeter Police Association, and the Town shall not bargain or enter into agreements with any committee, chapter or district organization of the Association in matters covered by this Agreement, unless such persons or bodies are specifically designated by the Association as authorized representatives for such purposes.

ARTICLE II
Employee Rights and Non-Discrimination

2.1 The Parties agree to honor and to be bound by the provisions of RSA 273-A and RSA 354-A, as amended, with respect to the rights of employees and protection from discrimination.

2.2 The Town shall furnish each employee who is hired after the signing of this Agreement with a copy of the Agreement.

2.3 There will be no discrimination in promotions or selections for positions because of race, sex, color, religion, national origin, age, marital status, membership in or activity on behalf of the Association.

ARTICLE III
Probationary Employees

3.1 All eligible full-time employees who have satisfactorily completed the twelve-month probationary period and received their New Hampshire Police Standards certification, or other certification, if applicable, shall become permanent employees and shall become members of the bargaining unit.

3.2 No permanent employee who is on probation by virtue of a promotion or other change of job class or duties shall be considered to be a probationary employee for the purposes of this Article.

ARTICLE IV
Management Rights

4.1 The Employer retains and reserves all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Hampshire and of the United States. All rights which ordinarily vest in and are exercised by the public employers which are not specifically relinquished in this Agreement are reserved to and remain vested in the Employer. The Employer possesses the sole right to operate Town government, subject to applicable law, and to exercise managerial policy within its exclusive prerogative, to manage its affairs efficiently and economically including, but not limited to, the use of technology, and the Employer's organizational structure, selection, promotion, transfer, assignment, number, direction, and discipline of its personnel. Further, the Employer retains the right to adopt, change, enforce, or discontinue any rules, regulations, or procedures, to direct employees in their duties, to establish reasonable work rules, to take whatever action is necessary to comply with State or Federal law, to introduce new or improved methods or facilities, to change existing methods or facilities, and to take whatever action is necessary to carry out the functions of the Employer in an emergency situation.

4.2 For the purposes of this Agreement, "emergency" is defined as a condition or situation unexpected and out of the ordinary which requires immediate action to avoid danger to life or property.

ARTICLE V
Association Rights

5.1 The Association, or committees of the Association may be allowed the use of the facilities of the Town for meetings when such facilities are available subject to the approval of the Town Manager under existing policy as determined by the Employer. If the Association wishes to use any of the facilities of the Town, it shall request such use at least one week in advance and the Town shall provide the requested facility, if available.

5.2 Staff representatives of the Association may, upon request to the Town Manager, be allowed to visit the work areas of employees during working hours and confer on conditions of employment to the extent that such visitations do not disrupt the work activities of the area being visited.

5.3 The Town shall provide reasonable space on bulletin boards in non-public work areas for the exclusive use of the Association in communicating with employees in the bargaining unit.

5.4 The Town shall, within thirty (30) days after effective date of this Agreement, furnish to the Association an alphabetical listing of the names of the employees in the bargaining unit. Upon reasonable request, the Town shall furnish updated lists to the Association. The Association agrees to limit such requests to not more than once per month.

ARTICLE VI
Dues Checkoff and Fair Share

6.1 The Town shall deduct the amount of Association dues certified by the Treasurer or authorized officer of the Association from the pay of each member of the Association who has heretofore submitted or who shall hereafter submit to the Town an individual written authorization for such deduction. A deduction of dues shall cover the current pay period in which the said deduction is made.

6.2 The Town shall pay to the Association such collected dues and fees once each month and shall include a list of the employees for which dues are being paid and the dates of such payments.

6.3 An individual who is not a member of the Association who requests services of the Association in a grievance representation shall be charged the full fair cost to the Association of such representation. The Town shall have no responsibility in the collection of such costs.

ARTICLE VII
Basic Work Schedule

7.1 All unit employees shall work on a schedule, which shall be developed by mutual agreement of the parties, and once established, such schedule shall remain in effect until it is replaced by mutual agreement. Notwithstanding the above, the chief may unilaterally, temporarily modify the schedule for a period of not more than twelve weeks to accommodate sudden, unforeseeable circumstances, except vacations, which constitute severe staffing or scheduling problems. Unforeseeable circumstances include, but are not limited to the following: personal days, bereavement days, worker's compensation injuries, family medical leave, sick leave and relief of duty for internal investigations, post traumatic stress incidents and discipline issues. The chief may modify the schedule for up to fourteen days to cover assigned schools.

The chief may modify the schedule if patrol division's officer levels drop below twelve patrol officers by moving the combination shift of 0700-1700 and 1700 – 0300 officer to the open shift, and, if the levels drop

below eleven patrol officers the 0900-1700 officer may be assigned to the open shift for up to the balance of the rotation. Only those officers assigned to cover shifts may be reassigned to a different shift. These shifts are "cover shift" 9-5 and the 5-3 shift.

The patrol officer to be moved may "bump" a less senior officer by choosing to work a different work shift. The officer who is "bumped" must work the open shift and is not allowed to "bump" an officer less senior than he/she.

7.2 For pay purposes, the workweek shall begin at the beginning of the employee's regularly scheduled first shift on Monday morning and end one hundred and sixty eight (168) hours later.

7.3 All probationary employees, except employees on probation by virtue of a promotion, shall be assigned a schedule by the Town. As part of an unsatisfactory job performance review, which could occur at any time, an employee may have schedules assigned as part of a corrective or monitoring measure, subject only to the provision that a shift which is bid by a senior employee will not be interfered with by such corrective or monitoring measure.

All unit employees shall work permanent shifts based on schedules posted on a quarterly basis to commence annually on the first full week in April, July, October, and January. Shift assignments shall be accomplished by seniority bidding. Seniority shall be based on the time in grade for the position of rank affected except that no employee who may have worked in more than one position, at the same pay grade, prior to October 7, 1992 shall lose seniority in their present position. The shift bid sign-up sheet shall be posted for at least seven days (from a Friday at 1600 hrs. until the next Friday at 1600 hrs.). The schedule shall be posted at least three weeks prior to inception; shift bidding shall be completed within ten days of posting. Officers and Sergeants who have worked at least ten (10) years with the Exeter Police Department will not be required to change shifts as part of the regular shift rotation process.

The Staff Sergeant will normally work an eight (8) hour shift, five (5) days per week, Monday through Friday. Sick leave, vacation, training and holiday pay will be addressed in a manner consistent with the eight hour per day, five day per week schedule while the sergeant is assigned to the staff division.

The Staff Sergeant shall be assigned to the Staff Division for a minimum period of twenty-four (24) months and a maximum period of forty-eight (48) months after which the Chief may select a Staff Sergeant from

interested candidates (including the incumbent) who are at the rank of Sergeant.

Patrol Sergeants shall work at least two different shifts of the following three shifts; days, evenings and midnight shift, the cover shift will be considered an evening shift in a twelve month period.

Midnight sergeant works 2300-0700 4 on and 2 off 8 hour rotating days off.

Evening sergeant works a 4 on and 2 off 8 hour rotating days off, 1500-2300.

Cover sergeant works 2 evenings and 2 midnights 8 hour shift with rotating days off.

Day sergeant works a 4 on 3 off 10 hour days with Tuesday, Wednesday and Thursday off.

All Patrol Division employees below the rank of Sergeant, shall work at least two different shifts of the following three shifts; days, evenings or midnights, in a twelve month period. The available shifts are 0700-1500, 1500-2300, 2300-0700, 0700-1700/1700-0300, 1700-0300 and the 0900-1700. This provision shall not apply to those Officers and Sergeants who, because they have worked at least ten (10) years with the Exeter Police Department, are not required to change shifts as part of the regular shift rotation process.

For sworn Officers in the patrol division the 0900-1700 shift is considered a day shift and shall be a Monday through Friday work week with Saturday and Sunday as days off duty.

The 1700-0300 shift is considered an evening shift and will be a Wednesday through Saturday workweek with Sunday through Tuesday as days off duty.

The shift that combines the 0700-1700 and the 1700-0300 shift is considered an evening shift and shall be Saturday and Sunday 0700-1700 Monday and Tuesday 1700-0300 with Wednesday, Thursday and Friday as days off duty.

Sick leave, vacations, training and holiday pay will be addressed in the same fashion as a 4 and 3 schedule while an officer works the 1700-0300, and the combination shift of 0700-1700/1700-0300. Officers will bid expressly for these shifts.

The shift for the ACO/Parking Enforcement (unsworn) shall normally be Mon-Fri 0730-1530 and not required to be bid.

All dispatch employees except the dispatch coordinator shall work rotating shifts based on schedules posted by the town on a 13 week basis. Dispatchers may swap 13 week rotations if mutually agreed upon by both dispatchers. During a swap, the rotation originally assigned shall be counted and not the rotation worked. The rotation schedule will be days, to cover to evenings, to swings to midnights.

- Day shift Tuesday through Saturday 0700-1500.
- Cover shift Sunday and Monday 0700-1500 Tuesday, Wednesday and Thursday 1500-2300
- Evening shift Friday through Tuesday 1500-2300
- Swing Shift Wednesday through Friday 1500-2300 Saturday and Sunday 2300 -0700
- Midnight Shift Monday through Friday 2300-0700.

The town reserves the right to make any shift assignment adjustments using articulable reasons, to ensure proper and experienced personnel coverage for all shifts.

7.4 Swaps – Shift swaps must be paid back within thirty (30) days. Partial day swaps must be taken at the end or the beginning of the shift. A limit on the number of swaps shall be established by the Chief of Police or his designee in cases of abuse or excessive use of this privilege. Abuse is defined as, but not limited to, not paying back swaps in the allotted time frame, accumulating more than a week of owed swaps, or not covering an agreed-upon swap.

7.5 Officers on the 4/2 schedule will work four 10-hour days on the short weeks with 2 hours added at the end of their shifts, except the midnight shift where 2 hours are added at the beginning of the shift.

ARTICLE VIII
Overtime

8.1 Hours worked beyond the normal workday or beyond the normal workweek shall be paid at time and one half.

8.1.1 The Parties agree that there shall be no claim for overtime compensation because of part-time work in a town department different from the employee's regular employment.

8.2 The supervisor shall give as much notice as practicable when overtime will be worked.

8.3 Time worked, for the purpose of this article, shall mean all time an employee is on pay status, subject to the exception set forth in 8.1.1. Pay status shall mean time worked and paid time off.

8.4 Claims for overtime payment should be made in the week in which the overtime is worked, and, to the extent practical, will be paid in the employee's next pay check.

8.5 In the event that an employee is called back to work after leaving the work premises at the end of his/her regularly scheduled shift, he/she shall receive time and on-half pay for all time worked on such call-out which is not part of a regularly scheduled shift, but in no case shall the call out pay be less than three (3) hours pay at time and one-half. The work premises shall be defined as the police complex grounds. Employees called back with less that 48 hours notice shall receive three hours pay at time and one-half. The Town will notify Union members at least eight (8) hours prior to the cancellation of a scheduled overtime shift. If such notice is not provided, at the Town's option, the Union member will either be granted a minimum of four (4) hours pay or will be required to work the shift. This provision will only apply when management is responsible for the cancellation. This provision will not apply to Court cancellations.

8.6 The Town agrees not to violate the terms of the Federal Fair Labor Standards Act.

8.7 The Town and Association agree that the Town may convert to a bi-weekly pay system at any time with a thirty (30)-day notice to the Association and will not result in any loss of pay.

ARTICLE IX
Holidays

9.1 The following are the official holidays for the term of the Agreement:

New Year's Day	Civil Rights Day
Columbus Day	Veteran's Day
Presidents Day	Thanksgiving
Memorial Day	Day after Thanksgiving
Independence Day	Christmas
Labor Day	

9.1.1 Any of the aforementioned holidays falling on a Sunday shall be treated as falling on the following Monday. In like manner, any of the aforementioned holidays falling on a Saturday, shall be treated as falling on the preceding Friday.

9.3 For police officers and dispatchers, payment for holidays shall be as follows.

9.3.1 Such employees covered by this agreement shall work their shift as scheduled regardless of the occurrence of holidays.

9.3.2 Each employee covered by this agreement will receive on the first pay period of November of each year, in addition to his/her regular pay, an amount that shall be determined by multiplying the amount of pay for his work shift by the number of holidays listed in 9.1. above which have occurred during the employee's term of employment during the current calendar year. Union members, at their election, may receive holiday pay incrementally (that is, included in the regular payroll for the pay period in which the Town's observance of the holiday falls) instead of in a lump sum. Union members electing to receive holiday pay incrementally must notify the Town of such election no later than November 1 in the preceding year, and must elect to receive holiday pay incrementally for the entire year.

9.3.3 Any employee who, after at least six months of full-time satisfactory employment in a current year, voluntarily terminates employment with the Police Department, shall be entitled to an amount in addition to his regular pay which amount is to be determined by multiplying the number of holidays which occurred during that employment by his/her amount of pay for one shift.

9.4 Employees shall be eligible for holiday pay at the date of employment.

9.5 The Town will pay only Patrol Officers, Sergeants and Dispatchers one and one-half (1 ½) times their regular rate of pay for hours actually worked on Memorial Day, July 4th, Thanksgiving Day and Christmas Day. Detectives, School Resource Officers, Animal Control Officers and Dispatch Supervisors will have the option to take off Memorial Day, July 4th (or the day observed by the Town for the holiday in July 4th falls on a weekend) Thanksgiving Day and/or Christmas Day (or the day observed by the Town if the holiday falls on a weekend) without any loss of regular pay, provided that they will then forfeit an equivalent amount of pay from their annual holiday pay check in November. In order to administer these expanded benefits efficiently and effectively, any payment to Patrol Officers, Sergeants and Dispatchers for hours actually worked on any of these four (4) holidays will be included in the regular payroll for the pay period in which the holiday falls; and Detectives, School Resource Officers, Animal Control Officers and Dispatch Supervisors will be required to inform

the Town which, if any, holidays they intend to take at least forty-five (45) days prior to the holiday.

ARTICLE X
Wage and Salary Administration

10.1 Wages:

Wages shall be administered in accordance with Appendix A.

10.2 Longevity pay- Full-time employees shall receive longevity pay according to the schedule below for continuous long-term service. Payments shall be made in the first pay period of November annually. Any member who voluntarily leaves the service of the Town prior to November 1st, but after their anniversary date, shall receive the annual payment prorated, based on the period served in the current year. Retirees shall be paid in full for the year in which they retire.

After completion of:

5th continuous year	$250.00 annually
6th continuous year	300.00 annually
7th continuous year	350.00 annually
8th continuous year	400.00 annually
9th continuous year	450.00 annually
10th continuous year	500.00 annually
11th continuous year	550.00 annually
12th continuous year	600.00 annually
13th continuous year	650.00 annually
14th continuous year	700.00 annually
15th continuous year	750.00 annually
16th continuous year	800.00 annually
17th continuous year	850.00 annually
18th continuous year	900.00 annually
19th continuous year	950.00 annually
20th continuous year	1,000.00 annually
25th continuous year	1,500.00 annually

Employees receiving payments under this section – Longevity Pay– shall continue to receive the longevity payment in place on January 1, 2010, but no increases in these payments will occur and no additional employees will be eligible for such payments.

10.3 Payroll checks shall contain an itemization of all payroll deductions for the pay period.

10.4 Beginning Salary – The minimum rate of pay for a class shall normally be paid upon appointment to the class. However, the Town Manager may make original appointments at a salary above the minimum rate of pay whenever such action is in the best interest of the Town.

10.5 Demotion – If an employee is moved into a lower paying position as a result of a reduction in force s/he may be employed at the maximum salary range of the lower class for which qualified, but s/he will receive at least the rate to which his/her length of service would otherwise have entitle him/her to in that class. If the maximum salary of the lower class is the same or higher than the salary of the person who moved into a lower paying position, the salary of that person shall be the same as s/he received prior to the move.

10.6 When an employee is promoted s/he shall suffer no loss in compensation.

10.7 Temporary Assignment to Higher Position – Employees covered by this Agreement who are required to assume, temporarily, the duties and responsibilities of a higher paid position, will be paid the minimum rate of pay for such a position or their regular rate of pay, whichever is more, such pay increase to start at the beginning of the second work shift.

10.8 Severance Pay – Any employee who ceases or terminates his/her employment with the Town without first giving fourteen (14) days notice of his/her intentions to quit said employment shall forfeit any severance pay.

Any employee who is employed by the Town as of the date of the execution of this Agreement who terminates his/her employment with the Town after having given fourteen (14) days notice either to his/her Department Head, or to the Town Manager shall be entitled, after one year of service, to one week severance pay, plus any unused portion of annual leave. Severance shall not apply to any employee hired by the Town after the date of the execution of this Agreement.

Any accrued sick leave shall be forfeited to the Town.

10.9 The Town and the Association agree that all cost items of this Agreement must be approved by the Town at the Annual or Special Town Meeting, and the action taken as such meeting shall be final on all cost items. These cost items will be included by the Selectmen in the annual Town Budget. Also, both parties agree that the cost items included in this

Agreement shall not become effective unless and until appropriate action is taken by the Town, provided, however, that such provisions shall be retroactive to January 1st.

Until the cost items have been approved or until a revised agreement is reached which is consistent with the action taken at the Town Meeting, the compensation and fringe benefits of employees covered by this Agreement shall be continued in accordance with the previous contract, provided that sufficient funds have been made available by the most recent Town Meeting.

10.10 Premium – Instructor Incentive – An annual instructor incentive of five hundred dollars ($500.00) shall be paid to departmental employees that conduct annual firearms instruction programs. This amount will be pro-rated based on the length of service. The amount will be paid in two installments of $250.00 on the first pay periods in May and November.

10.11 Dispatch Coordinator Stipend – This stipend will be eliminated effective at the beginning of the first rotation in April, 2010.

10.12 Field Training Officers shall receive a one dollar ($1.00) per hour premium for each hour specifically assigned and worked in training a new officer.

10.13 The Communications Training Officer shall receive a one dollar ($1.00) per hour premium for each hour specifically assigned and worked training another Officer. Upon the execution of this Agreement, the Town and the Union hereby eliminate the practice of awarding the Communications Training Officer an additional personal day as compensation for conducting training.

ARTICLE XI
Uniforms and Safety Equipment

11.1 The Town shall determine and provide such safety equipment as necessary for employees to safely carry out their duties.

ARTICLE XII
Leave Administration

12.1. Annual Leave:
Unit employees shall be entitled to annual leave with full pay on the basis of the following schedule:

After first year	five work days annually

After second year	ten work days annually
After fifth year	fifteen work days annually
After tenth year	twenty work days annually
After fifteenth year	twenty-five work days annually

Accumulation. Effective January 1, 2011, employees will be credited with their earned vacation leave on the last day of each full calendar month of service, up to their maximum vacation accrual cap. Employees may carry over a total of ten (10) earned vacation days in addition to their accrual cap. At no time will an employee's vacation allotment equal more than their maximum annual accrual plus ten (10) days.

Accrual Rate. Unit employees shall be entitled to annual leave with full pay on the basis of the following schedule:

Length of Continuous Service	Monthly Accrual Rate	Annual Equivalent	Maximum Carryover
Less than 1 years	3.33 hours/.417 days	5 days	80 hours
2 to 5 years	6.66 hours/.833 days	10 days	80 hours
5 to 10 years	10 hours/1.25 days	15 days	80 hours
10 to 15 years	13.33 hours/1.67 days	20 days	80 hours
15 years	16.66 hours/2.08 days	25 days	80 hours

Once the cap has been reached (annual equivalent plus 10 days) employees will no longer continue to accrue vacation. An employee will continue to accrue vacation under the above schedule when, and to the extent that, his or her total accumulated vacation time falls below his or her maximum vacation accrual cap.

For clarification, employees working 10 hours per day, on a four-day on, three day off shift, must use one and one-quarter (1 ¼) days of leave (10 hours) per work day off on annual leave.

Employees may borrow up to his/her maximum annual equivalent against their pending accruals. Upon termination of employment negative vacation accruals must be paid back to the Town.

Vacation leave accrual rates will be adjusted on the first day of the month in which an employee will be eligible for additional vacation leave on the 2nd, 5th, 10th, and 15th anniversary of hire subject to the adjustment in accordance with this section.

Termination of Employment. Upon termination of employment, regular full-time employees will be paid for any unused accumulated annual leave at their regular rate of pay. In the event of death of an employee, a sum equal to the number of days of annual leave remaining shall be paid to his/her estate.

12.1.2 Except in an emergency, every employee shall be afforded the opportunity to receive at least two consecutive weeks of annual leave if earned leave time is adequate.

12.1.3. Vacation administration: A two-week notice shall be considered sufficient notice for using annual leave. The two week notice may be waived by the chief or his designee in the event of an unforeseen circumstance. Any request for vacation will be based on a seniority first basis. Seniority for purposes of vacation leave shall be defined as length of service of the employee at his/her present rank. In the event a unit employee's scheduled days off fall between two vacation days or are taken in conjunction with other contractual leave time, management will use its best efforts not to force the employee to work, with the understanding that exigent circumstances or conditions may require management to call the employee in.

Up to two (2) vacation days may be taken with a minimum of twenty-four (24) hours notice. If the vacation request cannot be covered by "paging out" the vacation days(s) shall be denied.

Vacation leave may be taken in four (4) or five (5) hour blocks depending on an eight or ten hour shift, at the beginning or end of each shift, unless otherwise approved by a department head and subject to the provisions of section 12.5.6. If an employee has less than 4 hours remaining in his/her bank he/she may take the remainder of the vacation at the beginning or end of another shift.

12.1.3.1 Vacation Schedule: Vacations shall be schedule between January 1st and December 31st, allocated in preference by seniority. All vacations must be taken prior to December 31st of the vacation year. A full vacation must be taken each year by each eligible employee. It is the policy of the Town not to grant payment in lieu of vacations.

12.1.3.2 Divided Vacation: A divided vacation may be approved by the Department Head and/or Town Manager provided it is taken within the vacation year. Such a decision will consider the following factors:

(a) Departmental work schedule and/or schedule for shut down.

12.1.4 Seniority for vacations shall be determined by the length of service in the position or rank affected.

12.1.5 Upon termination of employment, a permanent employee will be paid for any unused accumulated annual leave at his/her regular rate of

pay. In the event of death of an employee, a sum equal to the number of days of annual leave remaining shall be paid to his/her estate.

12.2 Sick Leave:

12.2.1 Every unit employee shall be entitled to sick leave with full pay on the basis of the formula given below and computed at the end of each completed month of service.

Days Per Month	Days Per Year
1.167	14

Sick leave may be accrued to 180 days for employees who have completed probation by April 1, 2010. New hires and persons on probation as of April 1, 2010 may accrue to 105 days. All employees with 15 or more years of service as of the first full pay period in April, 2010, will be credited with 180 days of sick leave at that time. See Appendix B for Sick Leave Bank.

12.2.2 Sick leave is earned from the first day of employment and, after the probationary period, may be used as earned.

12.2.3 Paid sick leave shall be granted for the following reasons:

(a) personal illness:

(b) non-compensable bodily injury or disease:

(c) exposure to contagious disease, or quarantine:

(d) Attendance upon member of the immediate family whose illness requires the care of such employee for no longer than one day except that, with prior approval of the Department Head and the Town Manager, an extension may be granted.

(e) Attendance at an alcohol or drug rehabilitation facility, with prior notification of the department head and the Town Manager. If an officer voluntarily admits him/herself to an alcohol or drug facility, there shall be no disciplinary action taken as a result of that admission. Notification precludes discipline as the result of the admission of abuse. Such notification shall not preclude discipline for any prior acts.

(f) For medical appointments or procedures. The Member shall attempt in good faith to schedule such appointment or procedure outside of his her schedule. If this is not possible, the member shall schedule the appointment or procedure at the beginning or the end of the shift and the member will use sick time in one (1) hour increments as needed for the appointment or procedure. If, because of the appointment or procedure, the member is not able to return to work for at least half of his/her shift, the member will be permitted to use sick leave for the entire shift.

Employees absent for the above reasons shall report such absence to their supervisor immediately together with the reasons for the absence. A statement may be required from a qualified physician (designated by the Town Manager and at town expense) certifying the condition of the employee or a member of the family who has been reported ill. A physician's certificate for all sick leave in excess of three (3) working days shall be required.

12.2.4 Whenever a former employee who has been separated from the Town by a reduction in force, or for reasons without prejudice but for the convenience of the Town, is reinstated within one (1) year and had a satisfactory work performance, the previously accumulated and unused balance of his/her sick leave allowance not paid shall be returned to his/her credit.

12.2.5. In the event of retirement or death of an employee, she/he or his/her estate shall be paid for all unused sick leave time to his/her credit at one-half the employee's regular rate of pay at the time of such retirement or death.

12.2.6. Disabilities caused or contributed to by pregnancy, childbirth, and recovery there from shall entitle the employee to use accrued sick leave.

12.3 Bereavement Leave

12.3.1 An employee is entitled to bereavement leave at full pay, not to exceed three working days between the date of death and the date of the funerals inclusive for a death in the immediate family. For the purpose of administering the provisions of bereavement leave, immediate family shall mean, spouse, parent, brother, sister, child, father-in-law, mother-in-law, step-parent, step-child, step-brother, step-sister, or a person living within the household.

12.3.2. An employee is entitled to bereavement leave at full pay for one working day for the purpose of attending the funeral of a grandchild, grandparent, brother-in-law, sister-in-law, aunt or uncle.

12.4 Special leave of up to three days may be granted by the department head to an employee in the event of the death of a person whose death presents special immediate family commitments, not to be added to 12.3.1 or 12.3.2

12.5. FMLA Leave: Any employee seeking paid of unpaid leave for an FMLA purpose (See 12.5.3) shall apply in writing on Town forms. The application is subject to written approval of the terms by the Town Manager. The following conditions shall apply:

(a) An employee has less than 12 weeks of ordinary leave at the time of application. (Ordinary leave defined as: sick, vacation and personal leave), with the exception of placement of a child for adoption or foster care is which case only vacation and personal leave need be exhausted.

(b) An employee has worked for the Town at least 12 months and must have worked at least 1,250 hours in the 12 months prior to the date the requested leave begins.

(c) Such leave must be taken within 12 months from the date the requested leave begins.

(d) Time spent on unpaid FMLA leave shall not be considered in calculating ordinary leave.

(e) Employees must give thirty (30) days advanced notice of the need to take unpaid FMLA leave, when it is foreseeable for the birth or placement of a child for adoption, or for planned medical treatment. When unforeseeable events occur that require FMLA leave, employees must give notice within one working day. Notice should be given either in person or by telephone to the employee's immediate supervisor who shall, in turn, inform the Town Manager.

(f) The combination of ordinary leave for an FMLA purpose and unpaid FMLA leave shall not exceed a total of 12 weeks for each 12 month period the said employee has worked prior to the date the requested leave begins except as provided for under Section 12.5.1.

12.5.1. Extensions of leave for additional periods may be granted by the Town Manager with approval of the Board of Selectmen.

12.5.2. At the expiration of the leave period if it is twelve weeks or less, the employee shall be reinstated in the same status as he/she held prior to the leave of absence. If the leave period granted exceeds twelve weeks, the employee may be reinstated in the same status as (she/he held prior to the leave of absence if the same status is available. If the same status is not available, the employee may be employed in the closest lower status available.

12.5.3. FMLA Leave shall be granted for:

(a) The birth and first year care of child;

(b) Adoption or foster placement of a child in employee's home;

(c) The serious medical condition of employee's spouse, child or parent, or,

(d) The employee's own serious medical condition.

12.5.4. The following will be required of employees applying for FMLA leave;

(a) A completed Dept. of Labor form 380 Certification of Physician or Practitioner", said DOL Form 380 to be supplied by the employer; failure to provide said certification may result in the loss of the employee's right to return to work after taking leave.

(b) An "intent to Return to Work" notice, to be filed by the employee prior to the leave;

(c) A "fitness-for-duty' certification prior to reinstatement;

(d) Re-certification of condition may be required while employee is on leave.

12.5.5 The Town may require a second and third opinion of an employee's condition or a family member's health condition at Town expense. Said decision shall be made by the Town Manager, at his sole discretion, and the employee shall be informed of his/her decision by certified mail.

12.5.6 The minimum leave increment is fifteen (15) minutes.

12.5.7 Types of leave available to employees under FMLA:

(a) Intermittent leave: Leave taken in separate blocks of time due to a single illness or injury, rather than continuous periods of time, and may include leave periods from 15 minutes to several weeks. Medical appointments and chemotherapy are examples.

(b) Reduced leave schedule: A leave schedule that reduces an employee's usual number or working hours per work week or hours per work day. This is normally a reduction from full-time to part-time employment. An employee recovering from a serious health condition, who is not strong enough to work full-time, would be entitled to a reduced leave schedule. An employee who is deemed physically able to perform his/her tasks but for shorter periods of time would be covered by a reduced schedule leave.

12.5.8 The Town will maintain employee's coverage or group health benefits while employee is on FMLA leave. In the event the employee fails to return to work, s/h will be liable for any health insurance premiums paid by the employer during the unpaid leave.

12.5.9 Seniority will not continue to accrue while an employee is out on unpaid FMLA leave.

12.5.10 Married couples working for the Town are required to combine FMLA leave taken for the purposes set forth in 12.5.3 unless the leave requested is for the care of a sick child or of the other spouse, in which case each employee is entitled to 12 weeks of leave.

12.6 Maternity Leave: Any full-time employee who becomes pregnant may, subject to Town approval, remain employed during said pregnancy so long as said employee obtains a doctor's statement that she is able to perform the duties of her job adequately, it being the duty of said employee to provide such doctor a copy of the duties for which she is responsible under her job description. The Town may also require that said employee obtain a doctor's statement by a doctor chosen by the Town at Town expense that such employee is capable of performing all duties of her job description. If conflicting opinions are rendered by the two doctors, a third doctor's opinion shall be obtained from a doctor mutually agreed upon by the Town and said employee at Town expense.

12.6.1 – Paid Maternity/Paternity Leave: A permanent employee shall be entitled to use a limited amount of sick leave as paid maternity/paternity leave. The employee must give his/her supervisor at least four (4) weeks' notice that he/she intends to use sick leave as paid maternity/paternity leave. A biological parent may take fifty-six (56) hours of accumulated sick leave as maternity/paternity leave within six (6) weeks at or after the birth. This leave must be taken without interruption. Said leave shall also be applicable in the case of adoption. This provision does not disqualify employees for using FMLA leave under Section 12.5, provided however that any use of paid maternity/paternity leave will run concurrently with FMLA leave.

12.7 Leave of Absence Without Pay: A permanent employee, upon proper application in writing to an upon written approval of the terms by the Town Manager, may obtain a continuous leave of absence without pay for a period not to exceed three (3) months, provided all ordinary leave has been exhausted.

When requesting a leave or absence without pay for personal reasons, all vacation leave shall be exhausted. Extensions of leave for additional periods may be granted by the Town Manager. No annual leave or sick leave may be accumulated or used during a leave of absence without pay. At the expiration of such leave, or if approved by the Town Manager before the expiration of leave, the employee shall be reinstated in the same status as he/she held prior to the leave of absence unless arrangements are made to the contrary prior to the granting of the leave of absence. Failure on the part of an employee to report promptly for work after written notice to the last known address provided to the employer by the employee at the expiration of the leave of absence may be cause for disciplinary action including dismissal.

12.8 Leave of Absence With Pay: The Board of Selectmen may, upon written recommendation of the Department Head and the Town Manager, authorize salary payments to employees whose leaves have been approved in order to permit them to attend school, visit other governmental agencies, or in any other approved manner to devote themselves to improvement of the knowledge or skills required in the performance of their work. Requests under this section must be made to the Department Head in writing. All benefits shall remain in full force and effect during a leave of absence with pay.

12.9 Jury Duty: The parties hereby agree to adopt the Town's Jury Duty policy.

12.10 Military Leave: Any full-time employee shall be entitled to two (2) weeks leave with pay in accordance with the pay plan for duty with the reserve components of the Armed Forces of the United States, or the National Guard. This shall in no way affect his or her annual vacation status. The Town agrees to pay any full-time employee who serves such duty the difference between his earnings for Military leave and the average straight time hourly earnings which would have been realized had he/she worked a regular shift. In order to be eligible for payment, employees must furnish a written statement from the appropriate Military Official showing the date and time served and the amount of pay received.

Unauthorized Absence: An absence of an employee from duty for a single day or part of a day that is not authorized by a specific grant or leave under the provisions of this Article, will be deemed to be an absence without leave.

12.12 Personal Leave: Employees shall be allowed three (3) days of leave in each calendar year for his/her personal use, which shall not be deducted from other leave accruals. Personal leave is not intended to be used as an extension of a holiday or vacation Period, but, in the event that circumstances should require such use, the employer may ask the employee for a brief description of the circumstances which necessitated such use.

ARTICLE XIII
Safety and Health

13.1 The Employer shall endeavor to provide and maintain safe working conditions as required by law.

13.2 The present safety committee shall continue in operation to bring to the attention of the Town where conditions detrimental to health or safety exist, and make recommendations for the elimination of same.

ARTICLE XIV
Promotion, Layoff, Transfer, and Seniority

14.1 A vacancy or new position shall be filled in the following manner:

14.1.1 The Town shall post all open positions on employee bulletin boards for a period of seven working days. The posted position shall contain the following:

Title of Job	Closing Date of Application
Salary Range	Job Description

Minimum qualifications
Job Location

14.1.2 Filling of positions will be by selection from among the qualified candidates on the basis of capacity for the position, experience, ability to perform job tasks, and other criteria appropriate for the position to be filled.

14.1.3 In the event that two (2) or more applicants for any position appear to be equally qualified, preference shall be given to the Town employee for promotion over the applicant who is not already a Town employee.

14.1.4 When any two Town employees appear equally well qualified for promotion to any position, preference shall be given to the employee with the greater seniority.

14.1.5 Promotions made where the employee has less than five years of continuous employment with the Town of Exeter shall be subject to a twelve (12) month probationary period. If continuous employment has been for five years or longer, the probationary period shall be for a period of six (6) months.

14.2 Permanent employees who are promoted and who fail the probationary period shall be returned to the same or comparable position from which they were promoted.

14.3 The employer shall give written notice to the employee affected of any proposed layoff and the reasons therefore, at least fourteen (14) calendar days before the effective date thereof unless circumstances beyond the control of the employer prevent this length of notice.

14.4 Seniority shall be the length of continuous service with the Town from the date of hiring, and shall be calculated on the basis of years, months, and days of service. Should there be a voluntary interruption or break in service, seniority shall commence as of the date of last entrance into Town service. Should the break in service be due to a reduction in force, prior seniority will be retained upon re-entrance into the Town service. Leaves of absence shall not be considered as breaks in service.

ARTICLE XV
Benefits

15.1 Medical Insurance – Employees shall be provided with Major Medical, Health and Hospitalization insurance for themselves and dependents. The Town shall pay eighty-eight percent (88%) of the premium cost for whichever of the following two (2) health insurance plans the employee chooses: Blue Choice POS BC3T20 RX 10/20/45 which carries a $20 office visit co-pay and a $100 ER co-pay; or Matthew Thornton MTB20 RX 10/20/45 which carries a $20 office visit co-pay and a $100 ER co-pay. The employer will provide comparable plans if either of these plans becomes no longer available. At the employee's option, he/she may enroll in another medical plan offered by the town, subject to approval by the insurance carrier and subject to the town's open enrollment and/or change of status procedures.

15.1.1 Dental Insurance – Employees shall be provided with option 3 of NHMA-H.I.T. for themselves and their dependents, for which the premiums shall be borne by the Town.

15.2 Personal Loss:

15.2.1. At the Town's option, Employees shall either be reimbursed for the verified loss of or damage to personal clothing as a result of their official duties, or such personal clothing will be replaced by the Town. This provision shall only apply in those instances where the loss is caused by something other than the Union member's own negligence or misconduct.

15.2.2. At the Town's option, Employees shall either be reimbursed for the verified loss of damage to any other personal property as a result of their official duties, or such personal property will be replaced by the Town, provided it is personal property required by the department head. For purposes of this section, personal property shall not include money. This provision shall only apply in those instances where the loss is caused by something other than the Union member's own negligence or misconduct.

15.3. Life Insurance – Employees shall be provided, at no cost, with life insurance in the amount of twenty-five thousand dollars ($25,000).

15.4 Workman's Compensation – The Town of Exeter will provide a guaranteed salary for each full time permanent employee who would be subject to loss of salary due to a job connected injury or disability. This guaranteed salary shall be at the weekly rate currently being paid to the employee at the time of the injury or disability.

The Town will make up the difference between the rate paid by Workman's Compensation insurance and the employee's salary, for a period not to exceed 104 weeks. The Town will pay the employee his or her normal salary until such time as the employee receives his or her first insurance check concerning such disability. The employee shall reimburse the Town for the amount of the insurance paid during the period that the employee received full salary from the Town of Exeter.

15.5 The Parties recognize the responsibility of the Town to indemnify its employees from claims against them arising from the performance of duties. The Parties further agree that the action of the 1980 Exeter Town Meeting, pursuant to RSA 31:105, 106 and 107 fulfills such responsibility

ARTICLE XVI
Police Department Provisions

16.1. Issued equipment shall be replaced when worn out or destroyed. For replacement, the item must be turned in or reasonable proof provided of its loss or destruction in the line of work.

16.2 Education Incentive Plan – This shall be annual payment tot the unit employees for formal college education courses completed in accordance with the following schedule. Payment shall be made on the first of September each year only upon satisfactory completion (a grade of "C" or better) of each segment.

Completion of 30 credit hours	$260.
Completion of Associate's Degree or 60 credit hours	$460.
Completion of Bachelor's Degree	$800.

Employees receiving payments under this section – Educational Incentive Plan – shall continue to receive the incentive payment in place on January 1, 2010, but no increases in these payments will occur and no additional employees will be eligible for such payments.

Each unit employee shall be reimbursed for fifty (50%) percent of the course tuition for all courses approved by the Chief and successfully completed (a grade B or better) up to a maximum of five hundred dollars ($500) per year within the limitation of the current year budget. Allocation of available funds for education reimbursement shall be based on a seniority-first basis.

Employees shall only be eligible for tuition reimbursement or education incentives, not both, and must make that election at the successful completion of the course. An election to accept tuition

reimbursement shall not jeopardize an employee's education incentive previously earned.

16.3. Any article of clothing required to be worn as part of the uniform shall be supplied, maintained, and cleaned by the Town. In addition, with the approval of the Chief, Officers assigned to special details will be allowed to purchase, at Town expense, suitable civilian clothing, such as suit coats, trousers, hats, shirts, and suits. The Town will replace any article of clothing or repair any article of clothing, the damage to which resulted from any enforcement action or legitimate police activity. As used herein, "special details" shall mean any police employees assigned to work in civilian clothing, including, but not limited to the detective and juvenile officer. Payment shall be made in the amount of $100.00 per calendar quarter.

16.4. All private details shall be assigned through the police department, and shall be paid through normal payroll channels in a separate check at the rates set by the Exeter Police Association. Such payment shall be subject to all normal statutory deductions and contributions as is the regular payroll. The Town reserves the right to assess private employers an administrative fee to cover its actual cost.

16.5. All private details shall be assigned by the department on a rotating basis to qualified employees who desire the work in such a way as to allow all such employees' equal access to private detail work.

16.6. When an employee is required to appear in court outside his regularly scheduled shift, s/he shall receive duty compensation at the appropriate overtime rate and shall be guaranteed a minimum of three hours pay.

An employee shall be notified of the cancellation of a scheduled court appearance for any reason within forty-eight hours prior to the scheduled appearance, if not, the employee shall be entitled to two hours pay at the regular rate.

ARTICLE XVII
Discipline and Involuntary Separation

17.1 The Town shall not discharge or take other disciplinary action without just cause.

ARTICLE XVIII
Grievance Procedure

18.1 The purpose of this Article is to provide the mutually acceptable procedure for adjusting grievances arising from an alleged violation, misinterpretation or misapplication with respect to one or more unit employees, of any provision of this Agreement.

18.2 An employee is expected to discuss any grievance initially with his or her immediate supervisor. A written grievance must be filed with the department head within seven (7) working days of the alleged violation or of the grievant's first knowledge thereof.

18.3 The department head shall meet with the grievant and union representative to provide a written reply within seven (7) working days.

18.4 Any appeal from that reply shall be in writing to the Town Manger within seven (7) working days of receipt of the department head's answer.

18.5 The Town Manager shall meet with the grievant and union representative and provide a written reply within fourteen (14) working days.

18.6 If the union wishes to appeal the grievance to arbitration, it shall request a list of arbitrators from the New Hampshire Public Employee Labor Relations Board within fourteen (14) working days of the date of the Town Manager's written reply.

18.7 The decision of the arbitrator shall be advisory only. The parties shall share the costs of the arbitrator's services and expenses equally.

18.8 The Board of Selectmen shall meet within fifteen working days of receipt of the arbitrator's award to approve modify, or reject it, and shall so notify the grievant and the Association. Said decision shall be final.

18.9 Failure by the grievant or the union to meet the appeal time limits will constitute acceptance of the last answer. Failure of the employer to meet such time limits will be treated as a denial, thus permitting an appeal to the next step.

18.10 Any time limits herein may be extended by mutual agreement.

18.11 "Working days" shall mean Monday through Friday, excluding holidays designated in 9.1.

ARTICLE XIX
Separability

19.1 In the event that any provision of this Agreement at any time after execution shall be declared invalid by any court of competent jurisdiction, or abrogated by law, such decision shall not invalidate the entire Agreement, it being the expressed intention of the Parties hereto that all other provisions not declared invalid shall remain in full force and effect.

ARTICLE XX
Notices

20.1 Whenever a written legal notice is required to be given by the Town to the Association, such notice shall be given to the Exeter Police Association, P.O. Box 485, Exeter, NH 03833.

20.2 Whenever written legal notice is required to be given by the Association to the Towns such notice shall be given to the Exeter Board of Selectmen.

ARTICLE XXI
Duration and Re-Opening

21.1. This Agreement as executed by the parties shall remain in full force and effect ending at 11:59 p.m. on June 30, 2017 or until replaced by a successor agreement. No cost items will be retroactive unless specifically identified as retroactive and approved as such by the Board of Selectmen and Town Meeting.

21.2 Renegotiations of this Agreement will be effected by written notification by one Party as required by 273-A, as amended. Negotiations shall commence within two weeks of receipt of such notice.

IN WITNESS WHEREOF, the Parties hereto by their authorized representatives have executed this Agreement on this 4 day of August ,2015 .

FOR THE TOWN:

FOR THE ASSOCIATION:

APPENDIX A

1. Employees will be placed on this schedule in accordance with Appendix A.

2. The first pay period of July, 2015 a 2.0% COLA will be granted to all unit members. This COLA is reflected in the wage schedule attached as Appendix A – "Exeter Police Association Pay Plan 1/1/2015 – 6/30/2017".

3. The first pay period of July, 2015 all eligible bargaining unit members will be granted a step increase.

4. All employees will receive a 1.0% COLA on the first full pay period in July, 2016.

5. Employees on steps Min. through 7 will advance one step the first full pay period of July, 2016.

6. Employees on steps Min. through 3 will advance one step the first full pay period of June, 2017.

7. Employees on steps 10 and above (not including those at MAX) will advance one step the first full pay period of June, 2017.

8. Each step represents a 2.23% increase.

9. Employees promoted to Sergeant will be placed on the lowest sergeant step that is at least five percent (5.0%) above the employee's current wage.

Exeter Police Association
Pay Plan 1/1/2015 - 6/30/2017

2.23% between steps

2015 - 2% COLA eff. 1st PP July (step all eligible members)	Starting	Min	Step - 1	Step - 2	Step - 3	Step - 4	Step - 5	Step - 6	Step - 7	Step - 8	Step - 9	Step - 10	Step - 11	Step - 12	Max
Police Sergeant							29.90	30.57	31.25	31.95	32.66	33.39	34.13	34.89	35.67
Police Officer	22.24	22.74	23.24	23.76	24.29	24.83	25.39	25.95	26.53	27.12	27.73	28.35	28.98	29.62	30.29
Dispatch Supervisor		20.47	20.93	21.39	21.87	22.36	22.86	23.37	23.89	24.42	24.96	25.52	26.09	26.67	27.27
Police Dispatcher	17.75	18.15	18.55	18.96	19.39	19.82	20.26	20.71	21.18	21.65	22.13	22.62	23.13	23.64	24.17
Animal Control	19.40	19.83	20.27	20.73	21.19	21.66	22.14	22.64	23.14	23.66	24.19	24.73	25.28	25.84	26.42

2016 - 1% COLA eff. 1st PP July (Step Min - Step 7 only)	Starting	Min	Step - 1	Step - 2	Step - 3	Step - 4	Step - 5	Step - 6	Step - 7	Step - 8	Step - 9	Step - 10	Step - 11	Step - 12	Max
Police Sergeant							30.20	30.87	31.56	32.27	32.99	33.72	34.47	35.24	36.03
Police Officer	22.46	22.96	23.47	24.00	24.53	25.08	25.64	26.21	26.79	27.39	28.00	28.63	29.27	29.92	30.58
Dispatch Supervisor		20.67	21.13	21.60	22.08	22.58	23.08	23.59	24.12	24.66	25.21	25.77	26.35	26.93	27.53
Police Dispatcher	17.93	18.33	18.74	19.16	19.58	20.02	20.47	20.92	21.39	21.87	22.35	22.85	23.36	23.88	24.42
Animal Control	19.59	20.03	20.47	20.93	21.40	21.87	22.36	22.86	23.37	23.89	24.42	24.97	25.53	26.09	26.68

2017 - steps only eff. 1st PP June (min-step 3) & (step 10 & above)	Starting	Min	Step - 1	Step - 2	Step - 3	Step - 4	Step - 5	Step - 6	Step - 7	Step - 8	Step - 9	Step - 10	Step - 11	Step - 12	Max
Police Sergeant							30.20	30.87	31.56	32.27	32.99	33.72	34.47	35.24	36.03
Police Officer	22.46	22.96	23.47	24.00	24.53	25.08	25.64	26.21	26.79	27.39	28.00	28.63	29.27	29.92	30.58
Dispatch Supervisor		20.67	21.13	21.60	22.08	22.58	23.08	23.59	24.12	24.66	25.21	25.77	26.35	26.93	27.53
Police Dispatcher	17.93	18.33	18.74	19.16	19.58	20.02	20.47	20.92	21.39	21.87	22.35	22.85	23.36	23.88	24.42
Animal Control	19.59	20.03	20.47	20.93	21.40	21.87	22.36	22.86	23.37	23.89	24.42	24.97	25.53	26.09	26.68

APPENDIX B

Sick Leave Bank

A "Sick Leave Bank" shall be established and maintained for the purpose of protecting regular full time (and regular part time benefited) employees against loss of income due to long term illness or disability.

1. The Sick Leave Bank will be administered by a committee consisting of one (1) member to be elected from each of the constituent bargaining units which elects to participate (SEIU Local 1984, Exeter Fire Association, Exeter Police Association) and appointees of the Town Manager one more than the aggregate number of members representing the bargaining units. All members of the Sick Leave Bank Committee shall be participants in the Sick Leave Bank.

2. Employees eligible to withdraw sick leave days from the "Bank" must make application to the Sick Leave Bank Committee. The Committee may review the employee's records of attendance kept by the Town. The Sick Leave Bank Committee's decision shall be by majority vote and shall be final and not subject to the grievance and arbitration procedure.

3. Sick leave days may be deposited in the Sick Leave Bank in the following manner: Any employee eligible to participate in the Sick Leave Bank shall contribute four (4) days of his/her accumulated sick leave to the "Bank" on December 31st of the year that the employee initially joins the "Bank." Employees will continue to contribute two (2) days annually on December 31st, unless they give written notification to the Sick Leave Bank Committee by December 31st.

4. The Sick Leave Bank Committee may, with the approval of the Town Manager, vote to change the number of days contributed per year.

5. Unlimited sick leave days may be credited to the Sick Leave Bank by all employees, provided that no employee shall contribute more than two (2) days per year unless approved pursuant to Paragraph 4 above.

6. In order to be eligible to apply to the Sick Leave Bank for withdrawal of sick leave days, the employee must have used up all of his/her accumulated sick leave, and be a participant in the "Bank."

7. In order to be eligible to make application to the "Bank", an employee must have suffered an illness or disability resulting in thirty (30) consecutive days of work missed; or resulting in five (5) days without pay, whichever comes first. That is, an employee with fewer than thirty (30) days of accumulated sick leave will not become eligible to withdraw sick leave from the "Bank" until he/she has gone five (5) consecutive work days without pay due to the same illness or injury; any employee with accumulated sick leave in excess of thirty (30) days shall be eligible to receive days from the "Bank" on the day following the exhaustion of

his/her own accumulated sick leave. Paid vacation and/or personal leave may be allowed to be substituted for the five (5) days without pay. Notwithstanding the language in this paragraph, if an employee has missed thirty (30) days of work non-consecutively due to the same illness in the same year, then this paragraph may be waived by the Sick Leave Bank Committee.

8. The Sick Leave Bank Committee may require the employee to substitute paid accrued vacation and/or personal leave for leave available from the Sick Leave Bank.

9. Any employee who is eligible for Worker's Compensation during the period of disability shall not be eligible for the use of the Sick Leave Bank.

10. To the extent the Town offers long term or short term disability benefits, said benefits may not be supplemented by the "Bank" so as not to exceed 100% of an employee's income for the period of the long term illness or disability.

11. Should the Bank be eliminated, all days accumulated in the Bank shall be divided among the participants in the proportion that each contributed to the Bank, minus total days used.

12. Applications to join or withdraw time from the Sick Leave Bank may be obtained from any member of the Sick Leave Bank Committee or the Human Resources Director.