AGREEMENT BETWEEN THE

TOWN OF BARRINGTON, NEW HAMPSHIRE

AND THE

BARRINGTON POLICE UNION
NEPBANEPBA, LOCAL # 240

April 1, 2014 to March 31, 2015

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ARTICLE I

AGREEMENT, PURPOSE AND NON-DISCRIMINATION

1.1 This agreement between the Town of Barrington, New Hampshire (hereinafter called the "Town") and the Barrington New Hampshire Police Union, New England Police Benevolent Association, Inc. (NEPBA). Local # 240 (hereinafter called the "Union"), is made and entered into on this 1 Day of April, 2014.

1.2 The general purpose of this Agreement is to set forth agreements reached between the Town and the Union with respect to wages, hours, and other terms and conditions of employment.

1.3 The Town and Union agree not to discriminate against a member of the Unit because of race, creed, color, sex, age, religion, sexual orientation, Union status, or any other characteristic or status protected by law.

ARTICLE II

RECOGNITION

2.1 The Town recognizes the Union, as the exclusive bargaining agent forthe following members of the Town's Police Department:

Patrol Officers (Full and Part Time)
Detectives
Sergeants
Lieutenants
Administrative Assistant

2.2 The term "Employee" as used herein refers to members of the unit as listed above.

ARTICLE III

EXCLUSION

3.1 This Agreement excludes the ranks of Chief of Police and all other town employees, including confidential and supervisory employees as described in NH RSA 273-A.

ARTICLE IV

PROBATION

4.1 All new employees will be required to successfully complete a probationary period. During the probationary period, an employee is eligible for those benefits for which the position qualifies. The probationary period for all Non-sworn employees will be three (3) months in duration, and may be extended for an additional three (3) month period by the Chief of Police. Police officers who attend the academy to become NH Full Time certified will have a probationary period of six (6) months beginning after the completion of the academy and after any subsequent field training. NH Full Time certified officers hired into the department will have a probationary period of six (6) months from their employment start date.

4.2 The supervisor shall meet with each new employee during the probationary period to review the employee's performance. Where appropriate, the supervisor will offer remedial suggestions for improvement.

4.3 Upon satisfactory completion of the probationary period, employees enter the "regular" employment classification, although they remain employed on an at-will basis.

4.4 All employees who have been promoted to new positions shall be required to complete a three month probationary period in the new position before the promotion is considered to be fully approved.

4.5 Personnel who leave the employ of the Town and are re-hired more than ninety (90) days after separation, except those granted a leave of absence or recalled after a layoff of less than twelve (12) months, shall serve another probationary period and shall in all other respects be treated as a new employee.

ARTICLE V

MANAGEMENT RIGHTS

5.1 The employer retains and reserves all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws of the State of New Hampshire (including but not limited to NH RSA 273-A:1) and of the United States.

5.2 All rights that ordinarily vest in and are exercised by public employers that are not specifically relinquished in this Agreement are reserved to and remain vested in the Employer.

5.3 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,

the Employer's organizational structure, selection, promotion, transfer, assignment, number, direction, and discipline of its personnel.

5.4 Further, the Employer retains the right to adopt, change, enforce, or discontinue any rules, regulations, or procedures, including the Town's Personnel Policy and Health and Safety Policy to direct employees in their duties, to establish reasonable work rules, to take disciplinary action for just cause, to relieve employees from their duties because of lack of work, 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.

ARTICLE VI

NO STRIKE

6.1. Under no circumstances will the Union cause, encourage, sponsor or participate in any Strike, sit-down, stay-in, stay-out, sick-in, sick-out, work slowdown of any kind while on duty, multiple resignations, withholding of services or any curtailment of work or restriction of interference with the operations of the Police Department of the Town of Barrington. In the event of any such activity, the Town shall not be required to negotiate on the merits of the dispute which gave rise to such activity until any and all such activity has ceased. Further, the Town may, at its option, institute any or all proceedings in court, at law or in Equity, as it may choose.

6.2 In the event that any of the activities described above, or any generally similar activities occur, then the members of this Union shall individually and in their capacity as Union Officers immediately call upon each participant and urge an immediate end to such activities. It is understood that any employee violating this Article may be subject to immediate discharge.

ARTICLE VII

UNION BUSINESS

7.1 Within forty-eight (48) hours of election, the Union shall notify the Chief and Town Administrator of the names and titles of those holding union office.

7.2 The union will designate one (1) of its members to process any grievance that might arise from the terms of this contract. That designee shall be allowed to process any grievance during his regularly scheduled shift with no loss of pay. That designee must request time in advance from the Chief or his designee, to process the grievance. Said grievance processing time shall not exceed forty-five minutes without the permission of the Chief.

7.3 The Union shall inform the scheduling officer of the dates and times of negotiating sessions and the names of those team representatives who will be in attendance. For the purposes of negotiating sessions no more than one member of the negotiating team will be allowed to be on duty during that session.

7.4 The Town will allow a Union bulletin board which will be located in the department in a mutually agreed upon location. The Union will be responsible to insure that the bulletin board is used only for union business.

ARTICLE VIII

UNION DUES

8.1 Deduction Right: The Union shall have the exclusive right to the deduction and transmittal of Union dues on behalf of each member.

8.2 Authorization of Deduction: A member may consent in writing to the authorization of the deduction of Union dues from his/her wages and to the designation of the Union as the recipient thereof. Such consent shall be a form acceptable to the Town and shall bear the signature of the employee. An employee may withdraw his/her authorization for the deduction of Union dues by giving a least 30 (thirty) days notice in writing to the Town. A copy of the dues revocation shall be forwarded to the Union.

8.3 Transmittal of Dues: The Town shall deduct dues from the pay of employees who request such deduction in accordance with this Article and transmit such funds to the Treasurer of the NEPBA together with a list of employees whose dues are transmitted.

8.4 Indemnity: The Union shall indemnify and save the Town harmless from any and all claims, demands, suits, or any other action arising under this Article, which are caused by the Union.

ARTICLE IX

GRIEVANCE PROCEDURE

9.1. The purpose of the procedure set forth hereinafter is to produce proper and equitable solutions to grievances. All grievances will be handled as provided in this Article.

9.2 The parties agree that such procedures shall be kept as informal and confidential as may be appropriate for the procedural level involved. Nothing in this agreement shall prevent any employee from individually presenting any grievance to his/her employer, without representation of the Union, provided that the adjustment is not inconsistent with the terms of this agreement, and. provided, further, that the Union may be present at

Grievance meetings (other than Level 1) and state its position on the Grievance if the employee so desires. Those Grievances reduced to writing and resolved without Union representation shall be documented and forwarded to the Union within ten (10) working days.

9.3 The following definitions shall apply for the purposes of this agreement:

A. Grievance shall mean a complaint by an employee that the Town has interpreted and applied the agreement in violation of a specific provision thereof.

B. An aggrieved employee shall mean the employee making the complaint.

C. For purposes of this Article, "working days" shall mean Monday through Friday, exclusive of legal holidays.

9.4 A matter which is not specifically covered by this agreement, or which is reserved by law so long as same is not in conflict with any provision of this agreement is not subject to this procedure.

9.5 Since it is important that Grievances be processed rapidly as possible, the number of days indicated at each level shall be considered as maximum. The time limits specified maybe extended only by prior written mutual agreement.

9.6 The Union, when requested by an employee, may assist him or her in processing a grievance. In so assisting the employee, the Union shall be given the opportunity to discuss the matter with the employee and any other employees who may have information bearing on the matter, prior to presenting the grievance. The Union will be notified of the scheduled time and duration of this procedure, which shall not interfere with department business.

9.7 Grievance Steps:

A. Step 1 – Oral (Chief of Police): The aggrieved employee shall first present the Grievance to the Chief of Police within five (5) working days of the day the aggrieved employee knew, or should have known, of the event, or events, on which the Grievance is based. The Chief of Police shall respond to the aggrieved employee within five (5) working days of the presentation of the Grievance.

B. Step 2- Written (Chief of Police): If the Grievance is not resolved to the satisfaction of the aggrieved employee by the Chief or his/her designee, then within ten (10) working days, it shall be reduced to writing, signed by the employee, and forwarded to the Police Chief. The Police Chief shall schedule and meet with the aggrieved employee within fifteen (15) working days. The Police Chief shall then respond within ten (10) working days of said meeting.

C. Step 3 - Written (Town Administrator): If the Grievance is not settled to the satisfaction of the aggrieved employee at Step two (2), the aggrieved employee

may submit a written grievance to the town Administrator within fifteen (15) working days of the due date for response at Step two (2). The Administrator and the aggrieved employee shall meet fifteen (15) working days of submission of the Grievance. The Administrator shall submit a written response within ten (10) working days of said meeting.

D. Step 4. Written - (Board of Selectmen): If the grievance is not settled to the satisfaction of the aggrieved employee he/she may submit it to the Board of Selectmen within fifteen (15) working days after the due date from the response for Step three (3). The Board and Aggrieved employee will meet within twenty (20) working days of submission of the grievance and the Board shall issue its response within fifteen (15) days of the meeting. The decision of the Board of Selectmen shall be final.

ARTICLE X

DISCIPLINARY ACTION

10.1 Disciplinary actions, for cause, may include an oral or written warning or reprimand, suspension with or without pay, reduction in pay, demotion or termination, probation counseling, training, close supervision, performance evaluation, transfer and termination.

10.2 Examples of circumstances which are causes for disciplinary actions are contained in the "General Rules of Conduct" for the Barrington Police Department. Nothing in those rules and regulations examples shall limit the charges against an employee because the alleged act or omission does not specifically appear in the manual, order of the department or in the laws and ordinances that the department is responsible to enforce.

10.3 Levels of Discipline: Depending on the level of the violation of the "General Rules of Conduct" the Chief, Town Administrator or Board may use whatever level of discipline it deems appropriate for the offense. Those levels include but are not limited to:

A. Oral or Written Reprimand: Said reprimand will contain a statement of the offense, and the steps necessary for correction of the issue. Said reprimand will be reviewed by the parties and signed off and placed in the employee's personnel file. If the employee refuses to sign off, this will be noted on the reprimand and be placed in the employee's personnel file. Said reprimand may be appealed to the Town Administrator within 5 days and he shall render a decision within 3 working days.

B. Administrative Leave (without pay): The Chief, with the concurrence of the Town Administrator may suspend an employee for a period up to ten working days for an offense. If the Chief and Town Administrator feel the safety of the employee, the public or other employees may be at risk they may take immediate action. If

such immediate suspension is given the Town Administrator shall notify the Chairman of the Board of Selectmen within 48 hours. If the employee chooses he may appeal the decision of the Town Administrator to the Board of Selectmen with ten (10) days. The Board shall meet with the employee, who has a right to representation by the union, within fifteen (15) working days and shall render its decision within ten (10) working days after said meeting.

C. Discharge: The Chief has the authority to discharge an employee for cause with approval of the Board of Selectmen.

ARTICLE XI

SENIORITY

11.1 Definition: For the purposes of this agreement Seniority shall be defined as the length of continuous employment in the bargaining unit.

11.2 If any employee voluntarily resigns from the department he shall lose all his/her seniority.

11.3 Should there be a reduction in department personnel covered by this agreement, the employee with least seniority, within their rank in the department, shall be laid off first and recalled in inverse order of layoff.

11.4 An employee laid off shall retain his/her seniority rights for 1 (one) year. If said employee is offered reemployment, the employee must notify the Chief or his designee in writing of his/her intention within 2 (two) weeks of notification of the rehiring opportunity. Reemployment is conditioned upon successful recertification.

11.5 The Department will prepare a seniority list.

11.6 Seniority shall be applied, subject to the needs of the Department as determined by the Chief, in determining vacation time.

ARTICLE XII

PERFORMANCE EVALUATIONS

12.1 In order to improve employee performance and to better understand the Town's expectations, the performance of employees will be periodically reviewed. Employees will generally receive performance appraisals from the Chief of Police or his designee. A performance review is a continuing process throughout the course of employment, and employees may meet with supervisors to discuss performance more frequently.

12.2 Supervisors will discuss performance reviews, providing the opportunity to understand the expectations of an employee's position and to examine strengths, as well as areas in which improvement is needed. Employees will have the opportunity to provide written comment on and sign the review. A signature on the performance appraisal form indicates that the employee has seen the appraisal; it does not indicate agreement or disagreement with the content of the review.

12.3 A performance appraisal is not a contract or a commitment to provide a compensation adjustment, a promotion, a bonus, or continued employment. Appraisals are only one of several factors that the Town uses in connection with compensation, promotion, and retention decisions.

ARTICLE XIII

WORK WEEK/HOURS OF WORK

13.1 The Town's work week begins on Monday morning at 12:00 a.m. (midnight) and ends on Sunday evening at 11:59 p.m. If an assigned police shift begins on Sunday and carries past midnight, the assigned hours after midnight will be included with the previous day for payroll purposes. The Town requires the presence and diligent efforts of employees in order to provide the requisite level of service to our community.

13.2 The Town reserves the right to alter or amend any employee's work schedule at its own discretion and in accordance with the needs of the Town. An honor code of conduct exists whereby employees are entrusted to work their scheduled hours. Employees are encouraged to embrace this show of responsibility and commitment to the Town, the community and to each other. Employees who are asked by the Town to keep time records must also adhere to this honor code when completing their time records. Time records must be completed fully and accurately, and employees may not provide any false information on time records or any other Town records.

ARTICLE XIV

ATTENDANCE

14.1 Attendance and punctuality are important factors for an employee's success with the Town. However, the Town is aware that emergencies, illnesses, or pressing personal business that cannot be scheduled outside work hours may arise. If an employee is unable to report to work, or if an employee will arrive late, the employee must contact the Chief of Police. The Chief of Police should be given as much time as possible to arrange for someone else to cover the position until the employee arrives. If the employee knows in advance that he or she will need to be late or absent, the employee is required to request, in writing, this time off directly from the Chief of Police.

14.2 For late arrivals, the employee should indicate when he or she expects to arrive for work. If the employee is unable to call in because of an illness, emergency or for some other reason, the employee should arrange to have someone call on his or her behalf.

14.3 Absence from work for three (3) consecutive days without notifying the Chief of Police will be considered a voluntary resignation. Furthermore, three (3) absences in a 90-day period, or a consistent pattern of absence, may be considered excessive, and the reasons for the absences may come under question.

14.4 Tardiness or leaving early is often as detrimental to the Town as an absence. Three (3) such incidents in a 90-day period may be considered a "tardiness pattern" and may be considered excessive, and the reasons for tardiness or leaving early may come under question. Other factors, like the degree of lateness, may be considered.

14.5 All employees should be aware that excessive absenteeism, lateness, or leaving early may lead to disciplinary action, up to and including dismissal from employment.

14.6 Attendance records will be considered when evaluating requests for promotions, transfers, leaves of absence, and approved time off, as well as disciplinary, termination, and layoff decisions.

ARTICLE XV

OVERTIME

15.1 It may be necessary for employees to perform overtime work. All overtime must be approved in advance by the Police Chief. Except in the event of an emergency, the Town will attempt to provide employees with advance notice of the necessity for overtime work. Employees in law enforcement activities as those terms are used in sections 7(k) and 13(b)(20) of the Federal Fair Labor Standards Act and applicable regulations shall be subject to a work period of 28 consecutive days. For those employees, overtime will be paid for all hours worked in excess of the average of forty (40) hours per week during that period.

15.2 Overtime pay shall not be paid for any period when no work is performed such as earned time, holidays, leaves of absences, and other time off benefits. These are not counted as "time worked" for purposes of overtime. Overtime is only paid to non-exempt employees.

ARTICLE XVI

OUTSIDE DETAILS

16.1 An outside work assignment or detail is an assignment that is outside the scope of service normally provided by and paid for by the Town of Barrington.

16.2 All outside details will be paid to members of the bargaining unit at their overtime rate.

16.3 There is a four (4) hour minimum for outside details worked for private companies, contractors or organizations.

16.4 Outside details are filled based on the Officer's availability pursuant to the Department policy.

16.5 If the outside detail assignment is cancelled two (2) hours or less prior to the assignment the officer shall be paid for four (4) hours at the then current rate for outside duty.

ARTICLE XVII

HOLIDAYS

17.1 The Town allows 12 holidays each year. On or before January 1 of each year, the Board of Selectmen or the Town Administrator on its behalf will post a list of approved holidays for the coming year. All holidays will be observed on the day designated by the Federal Government other than the day before or after Christmas which is set by the Town Administrator. Normally, holidays falling on a Saturday will be celebrated on Friday. Holidays falling on a Sunday will be scheduled on a Monday.

1. New Year's Day – Floats
2. Civil Rights Day - Monday
3. President's Day – Monday
4. Memorial Day - Monday
5. Independence Day - Floats
6. Labor Day - Monday
7. Columbus Day - Monday
8. Veterans Day - Floats
9. Thanksgiving Day -Thursday
10. Day after Thanksgiving - Friday
11. Christmas Eve or the day after Christmas - Floats
12. Christmas Day – Floats

17.2 Full time sworn police officers will be paid for the 12 holidays whether they work them or not and that time will not count as time worked. This will be done by paying these full time sworn police officers for 48 hours of Holiday pay on or about June 1st and for 48 hours of holiday pay on or about December 1st of each year provided they were employed for that six month period. Any Officer working less than the six holiday periods shall have their holiday pay prorated for holidays worked during their employment period.

17.3 Other full time members of the bargaining unit will be allowed to take holidays off, if

they fall on a regularly scheduled shift, without loss of pay.

17.4 Part time employees who work under 20 hours will not receive holiday pay.

ARTICLE XVIII

TIME-OFF BENEFITS

18.1 Earned Time:

A. Earned Time is intended to provide employees paid time off from work for vacations and personal reasons.

B. The following schedule details the rate at which Earned Time will be accrued for the indicated consecutive years of employment, prorated by the number of hours regularly scheduled. Earned Time shall only apply to employees regularly working 20 hours or more.

Group A: 0-4 years of service 6%
Group B: 5-9 years of service 8%
Group C: 10-15 years of service 10%
Group D: 16+ years of service 12%

Example: An employee is regularly scheduled for 40 hours per pay period. His/her time is calculated by multiplying the hours scheduled by the accumulation percentage and adding the number to the employee's earned time bank.

Group A: 40 hours x 6% = 2.4 hours per week
Group B: 40 hours x 8% = 3.2 hours per week
Group C: 40 hours x 10% = 4 hours per week
Group D: 40 hours x 12%= 4.8 hours per week

18.2 **Earned Time General Rules:**

A. Earned Time is available for all employees who regularly work a minimum of 20 hours per week and is calculated upon the number of hours regularly scheduled up to 40 hours in a workweek. Exempt salaried employees are calculated on the basis of 40 hours per week.

B. Earned time is **not** accrued during any period of time when on unpaid leave including short and long term disability.

C. Earned Time can be accrued to a maximum of 320 hours for full-time employees. Part time employees may accumulate to a maximum of 8 times their regular weekly schedule, for example 20 hours per week times 8 equals 160 hours maximum for that part-time employee. Any hours in excess of that maximum limit will be lost without compensation for them, reducing the total earned time

down to the maximum. The Police Chief has the authority to grant a temporary excess of hours for a limited period of time based upon unique circumstances. Upon leaving service an employee will not be paid for more than the maximum number of hours allowed above.

D. During the course of any year an employee may only cash in an amount equal to 70% of his or her total annual accrual other than upon termination of employment.

E. Earned time can be used in amounts of one hour or more.

F. When using Earned Time, the total pay for any one day shall not exceed an employee's usual work hours.

G. Only the amount of Earned time ACTUALLY accrued and deposited in the Earned Time bank shall be available for use.

H. All Earned Time requests for reimbursement must be recorded on the sheet provided by the Town for Earned Time Cash-out Option Form according to schedule in this section.

I. Whether through a voluntary or involuntary termination of employment during the first six months, the employee shall forfeit all Earned Time benefits.

J. Upon termination of employment (other than during the first six months of the employee will be paid for all Earned Time accrued and deposited in the Earned Time bank.

18.3 **Earned Time Scheduling:** Except in emergencies beyond the employee's control, (e.g., an illness, unexpected appointment or occurrence, etc.) all requests to utilize Earned Time shall be granted or denied at the discretion of the Chief of Police as work schedule permits and on a first come/first served basis. Requests for more than two days will be treated according to the vacation policy in this agreement.

18.4 **Earned Time Exceptions:** Any variation from this Earned Time Policy will require the approval of the Chief of Police.

18.5 **Earned Time Buyout Options:** Earned time may be "bought out" four times a year, as indicated below. Full-time and part-time employee must retain a minimum of two weeks in their Earned Time bank when cashing out. Employees may not purchase hours that would reduce their bank below the minimum required hours. Use of this cash option will be permitted quarterly during March, June, September and December. Such requests must be submitted to Payroll in the first two weeks of the appropriate month and will be paid in the next pay period for that month. (In cases of unique hardship, a person can appeal to the Board of Selectmen for buy-out at another time.) A completed Earned Time Cash Option Form will be required and must be submitted by the employee to Payroll in a timely manner.

18.6 **Maternity :** Female employees may take an unpaid leave of absence for the period of temporary physical disability resulting from pregnancy, childbirth or related medical conditions. A maternity leave begins when an employee is medically determined to be disabled and ends when she is medically able to return to work. Employees will be required to take FMLA leave, if they are eligible for such leave, concurrently with maternity leave, as described in the Town's FMLA policy.

A. Employees must use their accrued earned time before taking unpaid leave under this policy. Employees on maternity leave may also be eligible for short-term or long-term disability benefits.

B. Employees on maternity leave who are not eligible for FMLA leave or who have exhausted their FMLA available leave will be allowed to continue to participate in the Town's health insurance benefit for the calendar month during which the leave begins. When that calendar month expires, the employee may continue medical insurance coverage by making arrangements with the Town's Finance Director to pay the entire amount of the appropriate monthly premium in advance each month.

C. When the employee is physically able to return to work, her original job or a comparable position will be made available to her unless business necessity makes this impossible or unreasonable. An employee who cannot be returned to her original or a comparable position will remain eligible to apply for any available position within the Town.

D. **Earned Time Exceptions:** Any variation from this Earned Time Policy will require the approval of the Board of Selectmen.

18.7 **SICK BANK: :** The purpose of this provision is to insure that time previously accrued as sick time but not taken by the employee will not be lost with the initiation of Earned Time. This was created for employees who were hired before 12/31/2000 and had unused sick time. All previously accrued but unused sick time did go into an extended sick-time bank for use by the employee for prolonged sickness or disability only.

A. Sick leave is different than the sick bank. A sick bank is for the individual employee who accumulated the balance at some point prior to 2013. No additional time may be added to the bank. Employees who have a balance in the preexisting sick bank at the time of this agreement may continue to maintain that balance according to these rules.

B. Following the second consecutive day of absence due to illness or disability, the employee may submit a request for use of the extended sick-time bank to the Chief of Police. These may only be used for the employee's own illness or that of a family member living in the same household.

C. The Chief of Police will notify the Finance Director to pay out of the employee's extended sick bank for the duration of the absence or until the accrued cash balance has been utilized.

D. The sick bank is closed to any additional deposits of time. No employees may add time to the sick bank and those with a zero balance may not open an account. All time in the sick bank is carried as a cash total. The funds expended are expended at the then current wave of an employee.

E. Upon separation of employment, accumulated money within the sick bank shall be forfeited, however, when an employee in good standing, who is separating his/her employment with the Town has a minimum of 10, 15, or 20 years of employment with the Town they will be paid on a prorated basis for their years of service as indicated below*:

10 years of service = 50% of accumulated funds
15 years of service = 75% of accumulated funds
20 years of service = 100% of accumulated funds

18.8 PERSONAL LEAVE OF ABSENCE:

A. The Town recognizes that due to personal circumstances, it may be necessary for an employee to request more time off than is provided under Town policies. A personal leave of absence may be granted at the sole discretion of the Town to employees who have exhausted their leave available under our other leave policies, including earned time, maternity leave and FMLA, and is normally only granted for compelling reasons. Employees generally are eligible to request extended leaves of absence if they have completed at least one (1) year of service, or as specified by law. The granting and duration of each leave of absence and the compensation received by the employee, if any, during the extended leave will be determined by the Town in conjunction with applicable Town policy, and state or federal law. There will be an initial "return by date" that is no more than 60 days from the date of the start of the leave. Personal leaves can be granted at the sole discretion of the Town for employees with less than one year of service in unusual circumstances. Personal leaves can be extended in increments of up to 60 days at the sole discretion of the Town.

B. Employees may be granted an unpaid leave of absence by the Town to attend to personal matters in cases in which the Town determines that an extended period of time away from the job will be in the best interest of the employee and the Town. There will be an initial "return by date" that is no more than 60 days from the date of the start of the leave. Personal leaves can be extended in increments of up to 60 days at the sole discretion of the Town.

C. Personal leaves of absence will be unpaid, and an employee on an unpaid personal leave of absence is not entitled to accrue any benefits, including, but not limited to holidays and earned time.

D. Employees who are granted a personal leave of absence may continue to participate in the Town's health insurance benefit for the calendar month during which the leave begins. When that calendar month expires, the employee may continue health insurance coverage by making arrangements with the Town's Finance Director to pay the entire amount of the appropriate monthly premium in advance each month.

E. To request a personal leave of absence, employees should contact the Chief of Police. Employees may be asked to provide a written request for the leave and/or a health care provider's certificate if it is for medical reasons stating the reason for the leave and the expected date of return to work. An employee who has taken leave for medical reasons must submit a fitness for duty certificate from his or her health care provider before reinstated to work.

F. Requests for leave will be considered on a case-by-case basis, taking into account the Town's staffing needs and other factors. If a personal leave is granted, the employee may not accept other employment of any kind, including the employee's own business, while on leave. If an employee is granted a personal leave of absence, the employee must inform the Chief of Police when the employee is able to return to work.

G. The Town will make reasonable efforts to reinstate employees returning from personal leaves to the same or similar job as held prior to the leave of absence, subject to staffing needs and other requirements. The Town cannot guarantee reinstatement from a personal leave. If the Town is not able to reinstate an employee returning from leave, the employee's employment will be terminated, and the employee will remain eligible to apply for employment in the future. If an employee fails to return to work following the expiration of the leave, the employee will be considered to have voluntarily resigned from his or her employment with the Town. An employee who accepts full-time employment from another employer while on leave shall be deemed to have voluntarily severed the employer/employee relationship with the Town.

18.9 MILITARY LEAVE:

A. Employees who serve in the United States armed forces or National Guard (collectively referred to as "uniformed services") will be provided with leaves of absence for such service or training in connection with such service in accordance with the federal Uniformed Services Employment and Reemployment Rights Act ("USERRA").

B. For each such period of military service, the employee will be paid the difference between service pay and the employer's regular compensation, for up to a maximum of 10 days per calendar year. Military leaves of absence longer than 10 days will be unpaid, unless otherwise required by law. Employees may elect to take part or all accrued vacation time with pay during military leave of absence, but are not required to do so.

C. **Notice of Leave Request:** An employee needing time away from work for service or training in the uniformed services should make the Chief of Police aware of the need for leave as soon as the employee receives the written or verbal orders. It is requested that notice should be provided at least 30 days before the leave begins where it is at all possible.

D. An employee's request for leave may include reasonable time off to get personal business in order prior to commencing service in the uniformed services. Reasonable time off will be decided by the Chief of Police on a case by case basis.

E. **Health Coverage:** If a military leave lasts less than 31 days, the employee's health insurance will be continued and the employee will pay his/her regular contribution for the cost of health insurance. Payment for insurance with less than 31 days leave may be paid in advance or upon return through payroll deductions.

F. If a military leave lasts 31 days or more, then the employee's health insurance coverage will cease and the employee will be eligible to elect to continue his or her health insurance coverage or coverage for dependents at his or her own expense for up to 24 months, in accordance with USERRA. The cost for continuation coverage will be the full cost of the premium, and a 2% administrative fee may also be charged.

G. When the employee returns to work, he or she will be reinstated to the health insurance benefit with no waiting period, even if coverage terminated during the leave.

H. **Pension:** Upon reemployment the employee is treated as if there was no break in service for participating, vesting and accrual purposes. If applicable, the employee may elect to make up any missed contributions or elective deferrals, but is not required to do so.

I. **Reinstatement:** Employees wishing to be reinstated following military leave should promptly notify the Chief of Police of their desire to be reinstated. If the leave is for service of less than 31 days, then the employee should return to work on the first full regularly scheduled work day following completion of service, allowing for 24 hours of rest and time for safe transportation back from the service. If the service lasts 31 to 180 days, then the employee should notify the Chief of Police of the desire for reinstatement within 14 days of completing service. If the military leave lasts more than 180 days, then the employee should notify Chief of Police of the desire for reinstatement within 90 days of completing service.

J. The Town will reinstate eligible employees promptly. Eligibility for reemployment will be determined with reference to USERRA and its implementing regulations. Employees seeking reinstatement may be asked to provide documentation of the timeliness of the reinstatement request, the total time spent in service, and/or a statement that the reason for separation or dismissal from service is not disqualifying.

K. Employees cannot waive their reemployment rights in advance of being released from uniformed service.

L. **Disabled Service Members:** If a returning employee was disabled or a disability was aggravated during uniformed service, the Town will make reasonable accommodations and efforts to help the employee become qualified to perform the duties of his or her reemployment position.

M. **Statement Against Discrimination and Retaliation:** The Town will not discriminate in hiring, employment, reemployment, or any benefits of employment against any individual because of that individual's service in the United States uniformed services. The Town also will not tolerate any retaliation against any individuals because of their service in the uniformed services or their engagement in any other activities protected under USERRA.

N. Questions regarding this policy should be directed to the Chief of Police or the Town Administrator.

18.10 **BEREAVEMENT LEAVE**

A. Bereavement leave may be granted by the Chief of Police without loss of pay for the death of an immediate family member to full and part-time employees. The employee, on request, will be excused for up to three (3) normally scheduled working days between the date of death and the date of the funeral, inclusive. For the purposes of this section, immediate family shall be defined as: a spouse (including civil union partners) and children of the employee; children of the spouse; grandmother, grandfather, mother, father, brother, and sister of either the employee or the employee's spouse.

B. One day off from work without loss of pay will be allowed for the death of a family member not listed above.

C. Exceptions can be made by the Chief of Police for unique circumstances.

18.11 **JURY DUTY/WITNESS LEAVE:**

A. The Town considers it a civic duty to serve on a jury if summoned and will grant you leave in order to serve on a jury. An employee shall be excused from employment for the day or days required in serving as a juror or witness in any court of the United States or the employee's state of residence.

B. For temporary employees, jury or witness duty will be considered an excused unpaid absence. Part-time and full-time employee called for jury duty or subpoenaed as a witness shall be granted leave, some of which may be partially paid. Employees who are compensated for jury duty or as a witness shall be paid up to ten days in a given calendar year the difference between their regular day's straight-time pay and the amount of compensation they receive for performing their jury or witness duty.

C. Employees summoned for jury duty must inform their supervisor as soon as possible, and must present a copy of the summons to the Chief of Police. If released from jury duty or testifying on any day, the employee is expected to return to work. Exceptions may be made by the Chief of Police for jury duty required beyond ten days.

18.12 **LEAVE OF ABSENCE FOR VICTIMS OF CRIME:**

A. The Town will grant an employee unpaid time off from work to attend court or other legal or investigative proceedings associated with the prosecution of a crime in which the employee was a victim. For purposes of this policy, a "victim" is any person who suffers direct or threatened physical, emotional, psychological, or financial harm as a result of the commission or attempted commission of a crime.

B. Employees may also qualify for leave under this policy if they are part of the immediate family of a homicide victim or part of the immediate family of a child under the age of 18 or an incompetent adult who is the victim of a crime. For purposes of this policy, "immediate family" means the father, mother, stepparent, child, stepchild, sibling, spouse, civil union partner, grandparent, or legal guardian of the victim, or a person who is otherwise in an intimate relationship with and residing in the same household as the victim.

C. An employee needing time off under this policy should notify the Chief of Police as far in advance as possible. The employee may be asked to submit copies of the notices of each scheduled hearing, conference, or meeting that is provided to the employee by the court or agency involved in the prosecution of the crime. Employees must comply with any requests to submit these notices, and failure to do so may result in denial of the leave of absence. The Town will maintain any such notices or records in confidence, and will disclose them only on a need to know basis.

D. The employee will be notified as soon as practicable whether the leave request is granted or denied. Requests falling within the definitions of this policy will typically be granted unless the leave of absence would cause an undue hardship on the Town. An "undue hardship" for purposes of this policy means significant difficulty and expense. In determining whether an undue hardship may exist, the Town will consider the size of its operations, the employee's position, and the Town's need for the employee to be at work.

E. Leave taken under this policy is unpaid, although an employee may elect to use his or her accrued earned time. The Town will not discharge, threaten, or discriminate against an employee for taking leave under this policy, and employees taking leave under this policy will not lose any seniority during the leave of absence.

18.13 **ADMINISTRATIVE LEAVE:**

A. Administrative leave is intended to allow the Town to place an employee on a leave status with pay or without pay for a fixed duration pending the conclusion of an investigation, review of performance or other circumstances not covered under other policies of the Town that may require the removal of the employee from the workplace until the matter is reviewed and/or resolved.

B. A request for administrative leave shall be initiated by the Chief of Police for the circumstances stated above. The request shall clearly state the reasons for the request and the duration of the leave. The request shall be reviewed and approved by the Town Administrator.

C. The Chief of Police also has the right to declare an employee on paid administrative leave for the purpose of a curtailed operation due to weather related incidents or other unsatisfactory workplace conditions that are out of the Town's control.

18.14 **COMPESATORY TIME (Instead of Cash Payment for Overtime):**

A. "Comp Time" may be earned and accumulated for later use, but not to exceed 40 hours.

B. "Comp Time" may be earned at the same compensation rate as an overtime cash payment, i.e.: one (1) hour equals one and one-half (1-1/2) hours-compensatory time. If an Officer requests compensatory time, the Chief of Police has the discretion to award compensatory time or pay overtime. The Chief of Police will not require an officer to take Compensatory Time in lieu of overtime.

C. The use of Compensatory Time shall be subject to approval in accordance with the guidelines of Earn time.

ARTICLE XIX

WORKERS' COMPENSATION INSURANCE AND REPORTING WORKPLACE INJURIES

19.1 On-the-job injuries are covered by Workers' Compensation Insurance, which is provided at no cost to the employee. The Town asks for employee's assistance in alerting the Town to any condition which could lead or contribute to an employee accident.

19.2 **Reporting Injuries:** If injured on the job, no matter how slightly, employees **must** report the incident immediately to a supervisor. Employees must complete the necessary workers' compensation forms following any injury. The Finance Director must be given the information as soon as possible. The Workers' Compensation carrier must also be contacted prior to seeking medical attention (unless it is a life-threatening injury).

19.3 **Weekly Income Benefits:** The amount of the weekly worker's compensation benefit is set by the New Hampshire Department of Labor. The weekly benefit is currently based upon 60% of an employee's average weekly wages. These benefits are paid by the Town's workers' compensation carrier to eligible employees.

19.4 **Temporary Alternative Duty:** Employees with work-related injuries may also be entitled to temporary alternative duty in accordance with New Hampshire's workers' compensation laws.

19.5 **Reinstatement:** A full-time employee who has sustained an on-the-job injury will be reinstated to his or her former position upon request within eighteen (18) months of the initial injury if the position exists and is available, and the employee is not disabled from performing the duties of the position. A fitness-for-duty certificate may be required before an employee is permitted to return to work.

19.6 Under New Hampshire law, an employee's reinstatement rights expire eighteen (18) months from the date of injury. An employee also will not be reinstated if he/she has accepted a job with another employer at any time after the date of the injury or if there is a medical determination that the employee cannot return to his/her former position. Other circumstances concerning reinstatement will be governed by the New Hampshire Department of Labor requirements.

TEMPORARY ALTERNATIVE DUTY

19.7 In accordance with the provisions of RSA 281-A: 23-b, the Town will provide temporary alternative work opportunities for employees who suffer a work-related injury or illness. When practicable, employees will be returned to their regular duties with modifications consistent with a healthcare provider's stipulated work restrictions. In the event that such restrictions make it impracticable for an employee to perform his or her normal job duties, even with modification, the employee may be reassigned to different duties or a different work schedule and may include assignment to a different department with the Town.

19.8 The specific assignment of duties shall be determined on a case-by-case basis pursuant to the healthcare provider's restrictions and the work available at the time of the injury or illness.

19.9 The Temporary Alternative Work Program will be available to employees for a period of time extending as long as the circumstances of the illness/injury requires, but not longer than four (4) months as dictated by the treating physician and as such duties are available. The treating healthcare provider and the ill/injured employee share the responsibility of providing the Town with the New Hampshire Workers' Compensation Medical Form. This form provides information relating to the employee's capabilities necessary to structure a temporary duty program. The Chief of Police and/or Town Administrator will work with the employee to facilitate a safe return to work program within limitations listed by the treating physician. If necessary, the Town may contact the treating physician for additional information.

19.10 After each subsequent visit, the ill/injured employee will be responsible for providing an updated medical form completed by the treating healthcare provider and returned to the Chief of Police or Town Administrator. Additional modifications will be made to the return to work program as required.

19.11 Upon release by the healthcare professional, the employee will assume normal duties of his or her regular position.

ARTICLE XX

STANDARDS OF CONDUCT

20.1 All employees are required to comply with the Town's standards of conduct, which are intended to promote consistency and harmony in the workplace, and to support the missions and objectives of the Town. The Town recognizes that no list of rules can be all inclusive. Incidents may arise that are not covered by the standards of conduct which may lead to discipline, up to and including termination. The following areas are intended to guide employees in recognizing certain behaviors which are clearly prohibited and which are considered by the Town to constitute cause for disciplinary action, up to and including discharge.

20.2 **Absence and Lateness:** Excessive absenteeism and/or lateness, failing to call in when absent, overstaying allotted break time, leaving the work area or work early without permission, misuse of any leave of absence. Absence of three consecutive working days without notification will be considered a resignation.

20.3 **Employment/Barrington Records:** Making a false statement on the employment application, falsifying Town records, falsifying time cards, or failing to maintain an accurate time record.

20.4 **Attitude:** Using abusive language to any person while at work, creating any type of disturbance, demonstrating a lack of cooperation, verbally abusing or neglecting visitors or residents of the Town.

20.5 **Safety:** Violation of safety regulations or endangering the health or safety of other persons; failing to report any work-related accidents.

20.6 **Employee Relations:** Using abusive or profane language to another employee or the public, negligent or intentional destruction of another employee's personal possessions, threatening bodily harm, intent to strike, striking another employee, using threatening, intimidating, abusive or profane language or other provocation which might reasonably be expected to result in a disturbance.

20.7 **Crime:** Conviction of any felony or misdemeanor.

20.8 **Dishonesty:** Dishonesty to a coworker, resident, visitor or to the Town. Violation of the Town's conflict of interest/ethics standards

20.9 **Incompetence:** Repetition of avoidable mistakes to a point that the mistakes demonstrate a disregard for the Town's interests.

20.10 **Intoxicants:** Bringing, possessing, dispensing, selling, buying or using alcoholic beverages or illegal drugs on Town property or while on the job unless it is part of the police duty assignment, being under the influence of or testing positive for these substances during working hours.

20.11 **Neglect of Duty:** Negligence in the performance of duties which conflicts with the Town's interests. Neglect of duty resulting in inferior work, equipment breakdown, or waste of materials, supplies or products. Sleeping on the job.

20.12 **Unsatisfactory Job Performance :** Failing to demonstrate the requisite skills, attitudes, or abilities to satisfactorily discharge the employee's duties.

20.13 **Weapons**: Possession of any kind of weapons (other than town issued weapons) or other dangerous weapons or explosives on Town property other than town issued weapons or privately owned weapons which have been approved by the Chief of Police specifically to be carried on Town property.

20.14 **Telephone, Facsimile, Computer, E-Mail, Copier:** Excessive and/or improper use of Barrington telephone, facsimile, computer, e-mail, Internet access and/or copier.

20.15 **Theft or Destruction of Property:** The attempt or act of theft or negligent or intentional destruction of any Town property or the personal property of a coworker, resident or visitor.

20.16 **Sexual or Other Unlawful Harassment:** Discrimination, sexual or other unlawful harassment, and/or inappropriate conduct in violation of Town policies. Retaliation against anyone who has complained of alleged harassment or discrimination or has participated in an investigation of a complaint.

20.17 **Insubordination:** Acting in an insubordinate manner toward any supervisor or directing abusive or threatening language at any supervisor, employee or official or acting in disregard of any directive of the Town.

20.18 **Violation of the Town's Policies, Procedures or Rules:** Violating or failing to follow the Town's policies, procedures or rules.

20.19 **Immoral or indecent conduct on Town property or while on the job**

ARTICLE XXI

INSURANCE COVERAGE

21.1 All eligible employees may enroll in either a single, two-person, or family plan after meeting the eligibility criteria stated in our plan documents. The coverage and type of policy shall be as approved by the Selectmen. Employees who work less than 35 hours per week are eligible to purchase, at their expense, single, two-person or multi-person coverage, as appropriate to his/her family status, for hospitalization and medical insurance through the Town's group policy.

21.2 The current health insurance plans will remain in place until July 1, 2014. The Town will have the option of changing to whatever health insurance plan(s) the school district has on July 1, 2014, without any further negotiation with the Union. As of July 1, 2014, whether the Town changes health insurance plans or not, the amount of the Town's contribution toward a health insurance plan will be no more than 85% of the total premium cost for the HMO option offered by the Town. If an employee elects a different plan option that is more expensive than 85% of the total premium cost for the HMO option, the employee will be solely responsible for paying the difference. If an employee elects a different plan option that is less expensive than 85% of the total premium cost for the HMO option, the Town will pay no more than 100% of the total premium cost for the less expensive plan option.

21.3 The Employees contribution toward their Health Insurance is to be paid by the employee through an authorized payroll deduction.

21.4 Nothing herein shall limit the right of the Employer to make any and all changes that it deems necessary, in its sole discretion, so that the health insurance it provides pursuant to this Agreement complies with the Affordable Care Act and is not subject to any related fees, fines, taxes or penalties, including, but not limited to "Cadillac" taxes (a.k.a. the excise tax on high cost Employer-sponsored health coverage). This will include, but not necessarily be limited to, the right of the Employer, in its sole discretion, to adopt and offer a health insurance plan that is not subject to any such fees, fines, taxes or penalties. Additionally, if the Employee chooses a health insurance plan that is subject to any such fees, fines, taxes or penalties, including, but not limited to "Cadillac" taxes, the Employee will be solely responsible for paying all such fees, fines, taxes or penalties, including, but not limited to "Cadillac" taxes. The Employer's right to make changes to its health insurance offerings under this provision will extend beyond the term of this Agreement and will not be considered a violation of the doctrine of status quo.

OPT-OUT OF HEALTH INSURANCE

21.5 Employees frequently have choices for health insurance coverage. They may have the option to be covered by plans through the spouse's employer(s), or perhaps to cover dependents under someone else's plan. Eligible employees will be required to secure, as a benefit of their employment with the Town, a basic package of health insurance for themselves. Employees regularly scheduled to work more than 35 hours a week who are eligible to receive Town medical insurance may avoid the minimum health insurance coverage requirements and receive a cash payment in lieu of such coverage provided they show satisfactory proof of coverage in a non-Town, employer-sponsored health insurance plan. For all employees regularly scheduled to work more than 35 hours a week who are eligible to receive Town medical insurance but who choose to have alternative non-Town supplied health insurance coverage and who elect to forgo the Town insurance plan for which they are eligible may receive a cash payment. If you opt out, you will receive a portion of the monthly premium savings that you can receive as taxable compensation in your paychecks through the year. The amount you can receive depends on your eligible coverage level as shown below.

Employee Eligible Coverage Level	Weekly Opt Out amount
• Family Coverage	$150
• Two-person coverage	$100
• Single coverage	$ 50

21.6 This payment shall be paid weekly through the employee's pay check. It is considered as income, is subject to taxes, but does not count towards NH Retirement Income. This cash incentive must be considered as income and is subject to withholding of taxes. Payment in lieu of insurance requests must be submitted annually by June 1st.

21.7 Application for payment in lieu of insurance shall be made to the Town Administrator, and it must be renewed annually each December to continue the payments. Falsification of the application, or failure to notify the Town Administrator immediately when eligibility for benefit ceases, may make employees subject to disciplinary action up to and including termination.

21.8 Full-time Town employees who are eligible for health insurance coverage under any other plan for which the Town or Barrington School System also pays the premiums (such as two Town/School employees married to each other) shall not "double dip". For example, a married couple employed by the Town and/or School each has the right to take a single person plan if they so choose or one may decline health insurance while the other selects to take two-person or family coverage. In this case, the declining employee shall not be eligible for the cash incentive, as the Town's taxpayers will receive no cost savings.

21.9 Eligible employees are prohibited from declining Town-provided health insurance for themselves or their dependents when no other health insurance coverage is in effect.

21.10 **DENTAL PLAN:** There is no dental plan available to employees.

21.11 **LIFE INSURANCE:** Barrington NH currently provides group life insurance to all eligible full-time employees. The amount of coverage is currently $25,000, and is subject to change. Upon meeting the insurance underwriter's requirements, the Town will pay 100% of the employee's premium up to $115 per quarter. Please see Finance Director for more details.

ARTICLE XXII

RETIREMENT/SUPPLEMENTAL RETIREMENT BENEFIT

22.1 Full time employees eligible for coverage under the New Hampshire Retirement System (employees who work thirty-five (35) hours or more per week) will receive the benefit of the Town's contribution required by that System. The employees will contribute their share toward the program.

22.2 DEFERRED COMPENSATION:

22.3 All employees, regardless of the hours they may work and having met any required eligibility standards, are eligible to participate in a deferred compensation plan offered through the Town. Participation in any of these programs is strictly voluntary and will involve the employee's own money through a payroll deduction process.

22.4 Town employees may participate in a 457 plan through Nationwide; or the State of New Hampshire Deferred Compensation Program currently administered by the Great West. Any employee not enrolled in the Nationwide plan at the time this is adopted may only enroll in the NH Deferred Compensation Program unless granted permission by the Board of Selectmen.

ARTICLE XXIII

SEPARABILITY

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

ARTICLE XXIV

WAGES & COMPENSATION

24.1 Effective April 1, 2014, a 3% wage grid adjustment for all employees.

Title	Grade	step 1	step 2	step 3	step 4	step 5	step 6	step 7
Admin Assist	14	$ 15.65	$ 16.19	$ 16.76	$ 17.35	$ 17.95	$ 18.58	$ 19.23
P-time Patrol	17	$ 18.37	$ 19.01	$ 19.68	$ 20.37	$ 21.08	$ 21.82	$ 22.58
Patrol	18	$ 19.38	$ 20.06	$ 20.76	$ 21.49	$ 22.24	$ 23.02	$ 23.82
Sergeant	21	$ 22.76	$ 23.56	$ 24.38	$ 25.23	$ 26.12	$ 27.03	$ 27.98
Lieutenant	24	$ 26.72	$ 27.66	$ 28.63	$ 29.63	$ 30.67	$ 31.74	$ 32.85

24.2 There will no step increases during the term of this contract.

ARTICLE XXV

DURATION

25.1 It is mutually agreed that the terms of this Agreement shall be in effect for the period of **April 1, 2014 to March 31, 2015.**

FOR THE UNION:

Stephen J. Arnold, Sr.
Chief Negotiator
NEPBA, Local 240

FOR THE TOWN OF BARRINGTON:

John Scruton
Town Administrator
Town of Barrington, NH

Thomas Closson, Attorney
Chief Negotiator
Town of Barrington, NH

William Neenan, President
NEPBA, Local 240
Barrington, NH Police Union

Michael Clark, Chairman
Town of Barrington, NH
Board of Selectmen

Date of Tentative Agreement: January 6, 2014

Date of Union Body Approval: January 8, 2014

Date of Select Board's Approval: January 6, 2014