TOWN OF HOOKSETT, NH

AND

New England Police Benevolent Association, INC.
(NEPBA) LOCAL 46 OF NEW HAMPSHIRE

COLLECTIVE BARGAINING AGREEMENT

July 1, 2015 to June 30, 2017

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POLICE OFFICERS/DETECTIVES/DISPATCH WAGE SCALE 07/01/16-06/30/17 = APPENDIX A

The Town of Hooksett, NH (hereinafter referred to as the "Town" and "Employer") and NEPBA Local 46 of New Hampshire (hereinafter referred to as the "Union") hereby agree as follows:

ARTICLE 1

RECOGNITION

1. The Town of Hooksett Police Department (hereinafter referred to as the "Employer") and NEBPA Local 46 of New Hampshire (hereinafter referred to as the "Union") hereby agree as follows.
2. The Employer hereby recognizes the Union as the exclusive bargaining representative pursuant to the provisions of New Hampshire RSA 273-A for all Regular Full-Time Patrol Officers, Detectives, Dispatchers, of the Town of Hooksett Police Department. Excluded from recognition or coverage under this Agreement are the Chief of Police, Captains, Lieutenants, Sergeants, Chief Dispatcher, Administrative Assistant, Dog Officers, Prosecutor and all other supervisors, professional and confidential employees, persons in a probationary or temporary status, employed seasonally, irregularly or on call and all other employees of the Hooksett Police Department. It is specifically agreed by the parties hereto that the terms of this agreement shall apply only to those of regular full-time employees in the job classifications set forth in the first sentence of this Article. Any changes in the composition of the Bargaining Unit will be preceded by discussions with the Union.
3. It is specifically agreed by the parties hereto that any rights, duties or authority existing by virtue of the New Hampshire Revised Statutes Annotated or other law shall in no way be abridged or limited by any of the provisions of this Agreement and to the extent that any provision of this Agreement is inconsistent with any such law, the provision(s) of law shall prevail.
4. The Police Department shall continue the present practice of allowing the members of the bargaining unit to participate in the New Hampshire State Retirement System.

ARTICLE 2

MANAGEMENT CLAUSE

Except as specifically limited or abridged by the terms of the Agreement, the management of the Hooksett Police Department in all its phases and details shall remain vested exclusively in the Employer and its designated agents. The Employer and its agents shall have jurisdiction over all matters concerning the management of the Hooksett Police Department, including, but not limited to: the exercise of all rights, responsibilities and prerogatives that are inherent in the Employer or its agents by virtue of the statutes and/or ordinances, as well as all rights, responsibilities and prerogatives relating to, including, but not limited to, the selection, direction and number of personnel, the establishment of rules and regulations, the right to hire, supervise, discipline or discharge or lay-off employees, the right to decide classifications, the right to abolish or create positions, the right to determine the methods, processes and manner of the performing work and the general control of all the operations of the Hooksett Police Department in all its phases and details, as well as all rights retained by virtue of, including, but not limited to, New Hampshire RSA Chapter 273-A, and any other provision(s) of the Revised Statutes Annotated or other laws. It is agreed that these enumerations of management rights shall not be deemed to exclude other proper management rights not specifically herein enumerated. It is further specifically agreed that this article and the exercise of any management rights herein shall not be subject to any grievance proceeding as hereinafter set forth.

ARTICLE 3

INTERFERENCE WITH OPERATIONS

AND LOCKOUT PROHIBITED

1. Under no circumstances will the Union cause, encourage, sponsor or participate in any strike, work slowdown, sanctions, multiple resignations, any form of job action, withholding of any services or any curtailment of work or any restriction or interference with the operations of the Hooksett Police Department or the Town of Hooksett government during the term of this Agreement. In the event of any such activity set forth above, the Employer shall not be required to negotiate on the merits of the dispute which gave rise to any such activity until any and all such activity has ceased. The Employer will not lock out any employees during the term of this Agreement.
2. Should any employee or group of employees covered by this Agreement engage in any activity prohibited by Section 1 above, the Union shall forthwith disavow any such activity and shall use all means to induce such employee or group of employees to terminate such activity forthwith. It is understood that any employee violating this Article shall be subject to immediate discharge.

ARTICLE 4

PROBATIONARY EMPLOYEES

All newly hired or appointed employees must serve a probationary period of twelve (12) continuous months from the date of hire and such probationary employees shall not be entitled to representation by the Union or covered by any of the terms of this Agreement. Absences from work due to sickness, injuries, or disciplinary matters will not be counted as part of the probationary period.

Said probationary period shall also cover promotions to a higher rank and transfer to a different job classification providing that there is no loss of rights under the collective bargaining agreement.

ARTICLE 5

DUES CHECK OFF

1. Upon an individually-written authorization card signed by the employee and approved by the Union, the Police Department agrees to deduct from each employee's wages, a sum for the Union dues to be collected on a weekly basis. The Union agrees to hold the Police Department and the Town harmless from any claim or liability arising out of its deduction of dues and payment to the Union under this Article.
2. The Employer agrees to deduct from each Employee's wages for the NEPBA, the amount authorized in writing by the employee, to be remitted on a monthly basis. No deductions prohibited by applicable law shall be made. The Dues along with a statement of which employees have paid dues shall be sent on a monthly basis to:

CARE OF TREASURER

New England Police Benevolent Association

7 Technology Drive, Suite 102

Chelmsford, MA. 01863

3. A D.R.I.V.E deduction from a unit member's payroll check will be allowed for each employee properly authorizing it as provided by law in an amount authorized by the employee. No deductions prohibited by law will be made.

ARTICLE 6

UNION RIGHTS

1. The Police Department agrees to recognize one (1) Shop Steward and one (1) Alternate Shop Steward to cover in the Shop Steward's absence. If a situation arises which threatens to disrupt the work place or work schedules, then the Chief or Chief's designee shall schedule meetings so as not to lessen the Department's coverage. If a settlement cannot be reached, the Steward shall report by telephone to the Union Business Agent. If the issue still cannot be resolved, the Steward shall reduce any resulting grievance to writing and submit it in accordance with the grievance procedure.
2. Time spent in grievance processing or investigating which is done by a Union Steward or member will be allowed 30 minutes during regular work schedule, with his/her supervisor's permission. Any time over that will be done either before or after working a regular shift or RDO and will not be compensated for.
3. Upon receipt of an external or internal complaint against a bargaining unit member, the chief or his/her designee will take reasonably prompt steps to investigate the complaint. The Chief or his/her designee will inform the member of their decision on the complaint within seven (7) business days of the date of the decision.
4. The employer will provide the Union Member with copies of all personnel orders as soon as practical. As used in this section, "Personnel Orders" shall be defined as all written notices of Disciplinary actions, transfer notices, promotion notices, termination notices, and any order which affects any member classified within the bargaining unit.
5. Police Officers are required to submit police reports and/or memos on any incident at the direction of the Chief of Police or his designee. Any employee who will be ordered to write a report or memo or who will be interviewed concerning any act which if proven could reasonably result in any type of discipline shall be afforded the following rights:

    5.1 The employee will be informed of the nature of the investigation and the allegations against them. The employee will be afforded the opportunity to consult with the representative of their choosing, prior to any interview or ordered written report/memo. The employee shall be afforded the right to have the representative of their choosing at any interview.

    5.2 All interviews shall take place at the employer's facilities unless mutually agreed upon to an alternate site. The employer shall make a reasonable, good faith effort to conduct interviews during normal business hours and on the employee's regularly scheduled day of work.

5.3 Any reports, memos, statements, or answers to questions in interviews conducted for non-criminal matters are for internal purposes only.

5.4 The employee shall be entitled to reasonable intermissions to attend to personal necessities and/or consult with their representative.

5.5 All interviews shall be limited in scope to activities, circumstances, events, or conduct which pertain to the incident which is the subject of the investigation unless during the interview, a violation of policy(s) or criminal offense surfaces.

5.6 Interviews and investigations of employees will be completed without unreasonable delays. Any investigation which cannot be completed within thirty (30) days, the employer shall provide notification of the official status. The employee shall be advised upon the conclusion of the investigation and what, if any, action is to be taken on the incident.

6. Beginning two (2) years from an adverse personnel action concerning a member of the bargaining unit, which action resulted in remedial training or a verbal reprimand, and four (4) years from any other adverse personnel action not involving demotion or suspension, such adverse personnel action will not be considered in assessing disciplinary action for subsequent actions by the unit member. Such disciplinary entries resulting in remedial training or verbal reprimand and all other disciplinary entries, except those resulting in demotion or suspension, shall be removed at the end of two (2) year period and four (4) year period respectively, if no further disciplinary action has been assessed against the unit member.

ARTICLE 7

JOB POSTINGS

1. When a vacancy occurs as a result of the establishment of a new position, retirement or termination of a current employee, the Chief shall post a notice for seven (7) days indicating the position, its pay grade, the qualifications required and the normal working hours for the position, all of which shall be subject to change at the discretion of the Chief.
2. The job posting shall be left on the bulletin board for seven (7) days and all employees in the bargaining unit shall be eligible to sign up to indicate their interest in filling the position. Nothing in this posting procedure shall be deemed to limit the Department's right to seek applicants for the position from outside the Bargaining Unit or the Department.

ARTICLE 8

HOLIDAYS

1. Patrol Officers, detectives and dispatchers shall receive holiday pay for the number of hours worked or assigned in their normal workday (shift) for each of the following holidays:

    - New Year's Day (January 1)
    - President's Day
    - Civil Rights Day
    - Memorial Day
    - Independence Day (July 4)
    - Labor Day
    - Columbus Day
    - Veterans Day
    - Thanksgiving
    - Christmas (December 25)

    In addition to the above, the Department will recognize one (1) floating holiday each year. Said floating holiday is to be granted in accordance with the employee's preference and the needs of the Department. Request for the use of the floating holiday can be made at any time by detectives, patrol officers, and dispatchers. The above-listed holidays (other than the floating holiday) will be observed on the date specified in RSA 288:1 (specifically excluding the provisions of RSA 288:2) recognizing that Civil Rights Day is referred to therein as "Martin Luther King, Jr. Civil Rights Day" and President's Day is referred to therein as "Washington's Birthday".

2. An employee shall be eligible to receive holiday pay provided the employee works the scheduled day preceding and the scheduled day following the holiday unless that employee's failure to work on either day results from an excused absence. An "excused absence" shall be defined as vacation leave, pre-scheduled sick leave, personal leave, workers' compensation leave, military leave or compensatory leave, provided that any leave taken by the employee is authorized in accordance with the General Orders or Standard Operating Procedures of the Department or with this Agreement.

3. If a Bargaining Unit member is scheduled to work on a holiday with the exception of the floating holiday, in addition to the member's holiday pay, the member will be paid time and one-half (1.5) the member's regular rate of pay for the hours worked on the day designated as the holiday by the Department. In the event that a Bargaining Unit member is required to perform unscheduled work on a holiday with the exception of a floating holiday, in addition to the member's holiday pay, the member shall be paid two (2) times the member's regular rate of pay for the hours worked on the day designated as the holiday by the Department.

4. Holiday pay will be paid in two checks. The dates of payment will be the second pay period of July and the first pay period in December. Holidays shall be calculated on a calendar year basis without regard to the fiscal year of the Town. The payment due during the first pay period in December shall only relate to holidays falling within that calendar year and an employee is only eligible for payment if he/she was employed by the Hooksett Police Department on the day the holiday fell. Should an employee terminate employment in any year between the first pay period in December and Christmas Day, the holiday pay for Christmas Day shall be deducted from his/her final paycheck.

ARTICLE 9

VACATIONS

1. Employees covered by this Agreement shall be entitled to paid vacations as follows:

Years Completed	Days/Hours Earned
1 year to 4 years	11 days total
5 years to 9 years	Additional five (5) days total
10 years to 14 years	Additional five (5) days total
15 years and over	25 total days

Days shall be defined as the normal workday, based on hours typical for the member's position of responsibility.

1. a. Vacation time frame: A vacation is not only the time being taken; any regular scheduled days off are also part of the vacation time frame. Members whose regular scheduled days off fall before, during, or after shall be considered part of the member's vacation leave 'without using leave hours/days to cover the shifts'. If there is a request for a member to work on a vacation regular scheduled day; the member may work the shift or has the right of refusal and not work the shift since the shift falls within the member's vacation time frame.

2. Vacations must be requested in increments of at least fifty percent (50%) of the employee's initial vacation allowance of eighty-eight (88) hours. This applies to all employees covered by this agreement each year between January 1st and February 28th. Requests for vacations in excess of the above maximums may be granted upon the approval of the Chief. Two (2) patrol officers, one (1) detective, and one (1) dispatcher may take vacation at any one time at the discretion of the Chief. Said vacation requests shall be approved on a seniority basis, and once approved shall not be subject to change by the employee, unless an exception is granted by the Chief for extenuating circumstances. In the event vacation days requested and approved in accordance with the above, occur on a scheduled day off, said vacation days shall be available to be rescheduled in accordance with the provisions of this Article. Any remaining vacation days may be taken by the employee in increments of at least one (1) shift provided that alternate coverage is secured in advance by the requesting employee so that the Department does not expend any additional administrative time or incur any additional cost or expense in covering the shift. The Chief must give prior approval for all vacations and the Chief shall determine the time and order in which vacations may be taken. If an employee requests vacation days in accordance with the aforementioned notice

requirements and does not receive a reply from the Department within the notice period, the vacation request will be considered granted. Vacations shall not interrupt or interfere with the normal operations of the Hooksett Police Department and the Chief shall have the right to change the vacation schedule so as to prevent any such interruption or interference. Vacations do not accrue from year to year.

2.1 Members who submit an initial vacation request will be considered to have a pre-approved vacation: up to 50% of an employee's yearly entitled vacation can be submitted for that year; this vacation request shall be submitted between January 3rd and February 28th. This vacation is considered approved, and is approved based on seniority. Employee will post and find leave coverage for any vacation time requested; if no coverage is secured, the Department will ensure proper shift coverage.

3. In the event that an employee's scheduled vacation is canceled by the Chief, for the good of the Department, the employee may request to have the canceled portion of the vacation carried over to the next fiscal year or to be paid for the canceled portion. The final determination of how canceled vacation will be treated will be made by the Police Chief or his / her designee and the needs of the Department.

ARTICLE 10
BEREAVEMENT LEAVE

1. Bereavement leave of up to four (4) days will be granted by the Chief in the case of a death of an immediate family member as listed below:
    a. wife or husband.
    b. child, adopted child, grandchild, or when a person has acted in loco parentis.
    c. mother or father of employee
    d. mother in-law or father in-law of employee.
    e. sister or brother of employee or spouse.
    f. Grandparents of employee or spouse.
    g. Civil union as defined by State Statute.
2. Bereavement leave will be granted only if the employee attends the funeral. The length of the leave will depend on the travel necessary to attend the funeral, the need for the employee to make arrangements regarding the deceased, and other relevant factors as determined in the discretion of the Chief.
3. In the case of a traumatic sudden loss, up to an additional four (4) days may be granted at the discretion of the Chief.

ARTICLE 11
SICK LEAVE

1. After ninety (90) days of work, all full-time employees shall accrue sick leave at the rate of one (1) day per month. Unused sick days shall accumulate from year to year, subject to the provisions of paragraph 5 below.
2. Sick leave may be used only as follows: to cover absences resulting from bona fide sickness or injury not covered by Workers' Compensation or Disability Insurance; to cover Doctor's appointments; absences resulting from exposure to contagious disease; or to cover absences resulting from a necessity to attend to ailing members of any employee's immediate house hold, when approved by the Chief or the Chief's designee.
3. In order to receive pay for sick days, an employee must notify the Chief or the Chief's designee no later than one (1) hour before the normal start of the employee's workday. The Chief of Police or his/ her designee reserves the right to establish policy requiring a doctor's statement for any sick days taken.
4. Chronic cases of absenteeism and/or suspected abuse shall be reviewed by the Chief of police or his / her designee and the determination will be made by regarding continued rate of pay and/or continued employment. The Chief of Police or his / her designee reserves the right to have a physical examination made at its expense of any employee whose health or physical condition appears to impair the employee's ability to meet job requirements.
5. Sick days may be accrued up to two hundred forty (240) hours total at which time any additional days that any employee would be eligible for shall be reimbursed at half pay at the end of the fiscal year or upon the employee's retirement, death or termination without cause. The employee should request reimbursement through the Chief. This reimbursement applies to only those days beyond the two hundred forty (240) hours limit.

ARTICLE 12
MILITARY LEAVE

Any employee who participates in any certified military service with a state or federal entity and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the military entity shall be granted a leave of absence during the period of such activity. During such absence, the employee shall receive as pay the difference between the employee's regular weekly straight time pay and the total pay received as a member of the military force. Payment of the above-stated differentials shall not apply to regular monthly meetings or when the employee enters full-time active duty, and shall not exceed a period of ten (10) working days each year.

ARTICLE 13
LEAVE OF ABSENCE

1. Written leaves of absence without pay may be granted by the Chief of Police or his/her designee for a period not to exceed ninety (90) days. An employee shall have no loss of accrued benefits or seniority but will not continue to accrue any such benefits. Health insurance benefit payments shall be paid by the employee when the employee is on leave of absence without pay. Upon expiration of the leave, the employee shall be reinstated to the position held before the leave was granted.
2. Written medical leaves of absence without pay shall be granted by the Chief of Police or his/her designee for a period not to exceed twelve (12) work weeks in any twelve (12) month period. Medical leaves of absence shall only be granted to full-time regular employees for purpose of a serious health condition of the employee, spouse, child or parent, or because of the birth of the employee's child or the placement of the employee's adopted child. While on medical leave, each employee must keep the Chief advised as to the medical recovery process. To be eligible for leave without pay for medical reasons, the medical condition of the employee or the family member for which leave is taken must be certified with a physician's written medical statement.
3. During a medical leave of absence without pay, an employee shall have no loss of accrued benefits or seniority but will not continue to accrue any such benefits. Health insurance benefit payments will be paid by the Department in accordance with the established level of the contribution during periods when the employee is on medical leave without pay.
4. A medical leave of absence shall not be granted until all of the employee's accumulated vacation leave and accumulated sick leave (in the case of serious health conditions of the employee, spouse, child, or parent) has been taken. The combination of paid and unpaid leave shall not exceed twelve (12) work weeks in any twelve (12) month period.
5. Upon expiration of the leave, the employee shall be reinstated to the same or an equivalent position to that held before the leave was granted. Failure of the employee to report promptly for work at the expiration of the leave shall be cause for immediate disciplinary action up to and including dismissal.
6. Upon the approval of the Chief of Police or his/her designee, an employee may receive an extension of the medical leave of absence without pay for a period of twelve (12) work weeks provided notice is given at least ten (10) days prior to the commencement of said extension. An employee shall have no loss of accrued benefits or seniority but will not continue to accrue any such benefits during said extension. Continuation of the health insurance benefit during the extension period shall be at the employee's expense.

ARTICLE 14
WORKERS' COMPENSATION

1. Absence of an employee for causes occurring while engaged in working for the Town and covered by Workers' Compensation as specified by the laws of the State of New Hampshire shall be treated as follows:
    a. The employee shall receive the Town's insurer workers' compensation in a dollar amount and for a period of time as specified by State Law.
    b. In order that the employee's income will not be interrupted by delay receipt of worker's compensation, the Town will continue the employee's regular weekly pay, computed as if the employee was present for duty and working on all normal working days up to the maximum of twenty (20) days. For this procedure to be followed, the employee must agree, in writing, that upon receipt of the employee's workers' compensation, the employee will pay back to the Town the amount received in such compensation for the period in which the Town continues the employee's regular pay.
    c. The sum paid by workers' compensation shall be supplemented so that the employee's net weekly wage shall be paid up to a maximum of fifteen (15) weeks. In no case shall the combination of workers' compensation payments and the differential paid by the Town equal more than one hundred percent (100%) of the employee's regular net pay.
2. Employees absent from work as a result of a bona fide workers' compensation injury are eligible for reinstatement to the employee's former position within eighteen (18) months of the date of injury, provided that:
    a. The employee requests reinstatement;
    b. The employee is capable of performing the duties of the position, as determined by the attending physician; and
    c. The position exists and is available.
3. The Town shall provide Alternate work opportunities (light duty) as determined by the Chief, said opportunities being consistent with the employee's limitations, as certified by the attending physician, and the appropriate provisions of RSA 281-A:64.

ARTICLE 15
MISCELLANEOUS PROVISIONS

1. Mileage. Employees required or requested to use their personal vehicles in the course of their duty for Police Department business shall be reimbursed at the rate then applicable as published by the Internal Revenue Service. Such reimbursement shall be in accordance with rules on the use of personal vehicles for Police Department business established by the Police Chief. Mileage will be paid from the Hooksett Safety Complex to the point of assignment and back to the station. If an employee decides to travel to and from the point of assignment from a location other than the station, the mileage reimbursement shall be adjusted to reflect actual mileage not to exceed the round trip mileage between the station and the destination.

2. Maintenance. Members shall not be responsible for maintenance of the Town buildings, grounds, and equipment. This shall exclude issued equipment, including but not limited to, guns, web gear, clothing, and pre-operation, during operation, and post-operation vehicle checks.

3. Educational Expenses. The following education reimbursement policy will apply to members of the Bargaining Unit after one (1) year of service. The Department agrees to provide reimbursement for the cost of courses in accordance with the following:

    a. Course requests must be submitted to the Chief by September 1st of the preceding year and must be approved by the Chief.

    b. Courses are related to the employee's job or are part of an approved career development program.

    c. Not more than one thousand five hundred dollars ($1,500) will be paid for any employee in any calendar year for course reimbursement.

    d. The Department shall provide reimbursement for fifty percent (50%) of the cost of courses for successful completion of course with a "B" or the numerical equivalent grade or better and satisfactory proof of attainment.

    e. The Department shall provide reimbursement for seventy-five percent (75%) of the cost of courses for successful completion of a course work with an "A" or the numerical equivalent grade or better satisfactory proof of attainment.

    If a course is paid for in whole or in part through Federal or State programs, then the Department will not reimburse for such course, it being the intent of this Section to eliminate double payment for any course.

    Education expenses shall include: tuition, registration, books, supplies, and course material.

    The restriction and requirements set forth above shall not apply to courses which the Department requests an employee to take during duty time.

ARTICLE 16
UNIFORM & CLOTHING ALLOWANCE

1. All regular full-time Patrol Officers and Detectives shall receive uniform allowance each contract year on the first payday in December as follows: $850.00. If required to wear a uniform, Dispatchers shall receive a uniform allowance each contract year on the first payday in December as follows: $450.00. Uniform allowances shall be for purposes of purchasing and maintaining required uniforms. Probationary employees shall receive a pro-rated uniform allowance. In order to secure tax deductibility for the allowance provided for under this Article, the employee shall be required to comply with the Internal Revenue Service regulations which mandate the submission of a receipt as a condition precedent to taking a lawful tax deduction. Such receipt shall be submitted to the Town on or before December 31 of each year or this stipend shall be considered to be ordinary income to the recipient.

    a. A uniform allowance will not be due any officer leaving employment for any reason within the first 365 days of employment.

2. All uniformed personnel shall be responsible for wearing the uniform as specified in Department regulations and shall be required to keep uniforms clean and in good repair. Uniform items that are damaged, destroyed, are made unserviceable, or are not presentable will not be replaced by the Police Department if in the opinion of the Chief the damage resulted from the carelessness, negligence or improper use by the employee.

3. All regular full-time Detectives shall receive a $450.00 clothing allowance each contract year on the first payday in December. Probationary detectives shall receive a pro-rated clothing allowance. In order to secure tax deductibility for the allowance provided for under this Article, the employee shall be required to comply with the Internal Revenue Service regulations which mandate the submission of a receipt as a condition precedent to taking a lawful tax deduction. Such receipt shall be submitted to the Town on or before December 31 of each year or this stipend shall be considered to be ordinary income to the recipient.

    a. A clothing allowance will not be due any detective leaving employment for any reason within the first 365 days of employment.

ARTICLE 17
SENIORITY

Seniority shall be measured from the late date of hire of an employee. Seniority shall terminate upon the occurrence of one of the following events:

- Retirement;
- Discharge;
- Resignation;
- Layoff for one (1) year
- Absence due to illness or accident in excess of twelve (12) months; or
- Failure to return from layoff within fourteen (14) calendar days of notification that a permanent full-time job is available.

This definition of seniority and parts thereof shall have force and effect only with respect to provisions of this Agreement specifically requiring the Department to make personnel decisions in whole or in part on the basis of seniority.

ARTICLE 18
DISCIPLINE AND DISCHARGE

The Police Department agrees that it shall only discipline or discharge members of the Bargaining Unit for just cause. For purposes of this Agreement, "just cause" for discipline or discharge shall be deemed to be unsatisfactory performance or misconduct as determined by the Police Chief; provided, however, that the term "discharge" shall not include termination of employment directly caused by Departmental reduction or restructuring.

ARTICLE 19
DRUG AND ALCOHOL POLICY

1. Employees shall not possess, use, or sell controlled substances or alcoholic beverages while on duty. Possession shall include, but not limited to, concealment or storage in a locker, town vehicle, or other places accessible to the employee during working hours but shall not apply to alcohol or controlled substances confiscated for law enforcement purposes and handled in accordance with the Department's standard operating procedures. Employees shall not report to work or attempt to work while under the influence of controlled substances or alcoholic beverages. Employees shall not report to work or attempt to work while suffering from the effects of exceeding the prescribed or directed usage or otherwise abusing prescription or over-the-counter drugs or medications. The Chief may enforce this policy by requiring employees to submit to drug and alcohol tests (including, but not limited to, providing urine and blood samples) and/or by conducting searches of employees and their personal belongings and vehicles based upon probable cause, and in accordance with applicable state and federal laws regarding such searches. The Chief may authorize drug and alcohol tests on a random basis, but searches of lockers or Town vehicles shall be authorized only when the Chief has probable cause that the employee is concealing controlled substances or alcohol in the area to be searched. Failure to comply with this policy or to cooperate with the Chief in the administration of this policy shall lead to disciplinary action or termination. Any drug tests administered under this policy shall comply with U.S. Department of Transportation procedures.
2. In the event that a urine or blood test proves positive for alcohol and/or prescription drug use, the employee shall be referred to professional treatment as specified by the Chief. Failure to comply with said Program and direction may result in disciplinary action. All cost of random and initial testing is to be borne by the Town of Hooksett.
3. Prior to implementation of said policy, the S.O.P.'s of the Hooksett Police Department must state the standards and criteria of said policy, including laboratory to be utilized and all safety precautions to include confidentiality. The Union must be involved in all phases of development of said policy.

ARTICLE 20
EMPLOYEE INDEMNIFICATION

1. The Police Department shall defend members of the Bargaining Unit against any claims made against them arising out of an act or omission by the employee while acting in good faith within the scope of the employee's employment. The Police Department shall indemnify members of the Bargaining Unit for any judgments entered against them arising out of any act or omission by the employee acting in good faith within the scope of the employee's employment, to the extent that the claim is within the scope of coverage of an insurance policy maintained by the Police Department
2. The obligation of the Police Department to indemnify shall not:
    a. extend to acts of alleged criminal conduct by members of the Bargaining Unit; or
    b. preclude discipline or discharge of the members of the Bargaining Unit for the conduct which gave rise to the claim.

ARTICLE 21
HOURS OF WORK AND OVERTIME

1. The hours of work for Police Department personnel shall be governed by Department policy pertaining to shift coverage and assignments, and the Standard Operating Procedures of the Department. Deviations from the schedule may be made at any time by the Department upon ten (10) work days' notice to the affected employees of the Bargaining Unit, or without notice in emergency conditions as determined by the Department.

   Deviations may be made from the schedule with less than ten (10) days' notice if mutually agreed upon by the Department and affected member.

2. Based on the current work schedule, which is subject to change, as determined by the Department in accordance with Section 1 of this Article, all bargaining unit members will receive 40 hours of straight pay during the weekly period which runs Monday through Sunday. An employee will be eligible for overtime after forty (40) paid hours in a given pay period or after eight and one half (8.5) hours on any given single day. Hours paid but not worked, with the exception of sick leave, shall be considered hours worked for the purpose of the computation of overtime.

3. At the employee's option and upon approval of the Chief or the Chief's designee, an employee may be compensated by compensatory time (comp time) at one and one-half times each overtime hour worked accumulative to a maximum of forty-two and one-half (42.5) comp time hours. Comp time may be taken in accordance with the employee's preference and the needs of the Department.

4. Shift Bidding: The bidding process will apply to all officers assigned to patrol duties, detectives and dispatchers.

   Shift assignments are to be made biannually based upon seniority; however, changes in shift assignments may be made for the following reasons:

   a) Demonstrable and reasonable needs of the department as determined by the Chief of Police.

If a change is made based upon the above, the least senior member or members of the division would be relocated to fill the open shift(s).

In the event the department, at its sole discretion, shall either place an employee on a specific shift or limit the employee's shift choices for remedial or temporary training purposes, that employee's selection will be affected as will the ability of any other employee to bid for the position selected for that employee. The Department's decision with respect to shift placement for remedial purposes shall not be subject to the grievance procedure for shift by seniority bidding during the employee's placement on that remedial cycle. The Department may order such remedial placement in successive cycle rotations.

All work shifts will be picked by the members in order of their seniority, beginning with the senior patrolman based upon continuous time in grade with the Hooksett Police Department. The members will have picked their new shift preference and submitted it to the Patrol Lieutenant, Detective Sergeant or Dispatch Supervisor at least 30 days prior to the new schedule. Members will submit two choices to the Patrol Lieutenant, Detective Sergeant or Dispatch Supervisor. Those not having submitted a choice 30 days prior to the start of the new schedule will lose their place in rank for that schedule and will be placed in the schedule at the preference of the department for that 12 week rotation. They will retain their seniority and be able to have their pick for the following rotations provided that they have met the 30- day time limit for the next schedule and are the senior member bidding for that rotation.

Detective Rotation Exception: Duration of rotation shall be determined by mutual agreement between the Chief administrator and the Detective's division. If rotation is under twelve (12) weeks, members will be allowed to work no more than three (3) rotations before having to switch to a different shift.

Members shall be allowed to work two rotations on a shift before having to switch to a different shift.

Except in emergency situations schedules cannot run longer than 3 months at a time so that all members may get an opportunity to work various shifts.

5. All Dispatchers shall work eight and one half (8.5) hours per day for four (4) consecutive days on followed by two (2) consecutive days off.

ARTICLE 22
CALLBACK

1. Employees called back to work after having left the station at the end of their shift or during any other period of off-duty hours must report back to work. Compensation will be paid for a minimum of four (4) hours call-backs for law enforcement purposes including emergencies and other reasons as determined by the Chief or the Chief's designee. Employees requested to report for their shift early or to stay on at the end of a shift will be paid only for the time actually worked. Scheduled call-backs for court appearances, depositions and hearing will be paid for a minimum of four (4) hours and five (5) hours for court appearances, depositions and hearings outside of the town of Hooksett. All witness fees shall be assigned to the Department.

   1a. If a Dispatcher is called off-duty to discuss a work related, non-priority situation that could wait until next duty shift, the member will receive one (1) hour straight time pay for the call. This will not include OT coverage or changes in court schedules.

2. Private Service Details. Employees shall be given the opportunity for extra duty in accordance with the current Department Policy on Extra Duty. Employees who work an extra duty assignment shall be compensated for each hour worked on the private service detail as follows:

Effective July 01, 2014

The Detail Rate will be: $45.00 per hour

It is understood and agreed that:

a. the Department's needs for manpower and proper shift coverage supersede and preempt any private service details;

b. ~~that~~ employees who are out sick or on medical leave shall not be entitled to take a private detail;

c. that the opportunity for private service detail work is limited by the amount of funds allocated by the Town to cover the Department's private service detail line item in the annual budget;

d. if the detail rate charged by the Chief of Police or his/her designee changes, the Department would, upon request, reopen bargaining to discuss the sole issue of an adjustment to the detail rate; and

e. the chief shall determine in his absolute discretion whether a special detail is appropriate work for the department, and his determination is not subject to the grievance procedure.

Once an officer elects a special detail, the Officer shall not fail to appear for his/her special detail, absent medically-documented incapacity or personal emergency approved by the Chief or the Chief's designate. Should he/she fail to appear, no further details will be assigned to that Officer for that Officer's next three (3) details for which that officer is eligible, that Officer's next six (6) details for which eligible in the event of a second failure to appear, and that Officer's next nine (9) scheduled details for which eligible in the event of a third failure to appear. An officer may not work a special detail which exceeds four (4) hours immediately prior to his/her shift, but may work a special detail immediately following his/her shift provided his/her next shift does not begin within eight (8) hours of the end of the detail. No detail will be scheduled within twenty-four (24) hours of receipt of the request for it, except in the event of emergency, which must be approved by the Chief or the Chief's designate. At the discretion of the Chief or Chief's designee, the twenty-four (24) hour time frame can be waived.

ARTICLE 23

WAGES

- Effective July 1, 2015 2% wage increase as calculated in appendix wage scale (increase above step chart contract period ending 6/30/15). Present contract steps still in effect for members on their anniversary date. Dispatcher no longer on wage scale will receive a 2% wage increase.

- *Effective July 1, 2016 .25% wage increase as calculated in appendix wage scale (increase above step chart contract period ending 6/30/16). Present contract steps still in effect for members on their anniversary date. Dispatcher no longer on wage scale will receive a 2.25% wage increase.

* NEPBA – Hooksett Police Local 46 of NH employees agree to participate in a Town wide Health Insurance Review Committee during calendar year 2015. Local 46 shall appoint a member to serve as the Union Representative on this committee and have an alternate in the appointment's absence. Recommendation(s) from the Committee shall be presented to Local 46 no later than Friday, September 18, 2015. Upon presentation of the recommendation(s) Local 46 shall vote no later than Friday, September 25, 2015 on whether or not to accept said recommendation(s). The Town shall be notified no later than Monday, September 28, 2015 of Local 46's intent to either accept the committee recommendation and follow through with a .25% wage scale increase and an increase to 15% premium cost for employees or re-open negotiations on wages and health insurance for 2016.

1. Grade increases may be withheld based upon documented performance deficiencies or misconduct as determined by the Chief of Police or his/her designee.
2. K-9 Handlers. Officers assigned as K-9 handlers shall be responsible for bathing, brushing, exercising, feeding, grooming, cleaning (kennel and cruiser), administering medication, vet transportation, training and picking up/delivering food and supplies (Department is responsible for payment) for the dog. It is expressly understood and agreed that the K-9 handler shall not work with, or care for, the dog to a greater degree, or for more time, than is provided for herein, without securing the Department's written authorization in advance, emergencies excepted.

   The K-9 handler shall perform such duties as are necessary to properly care for the dog. The handler shall be granted forty-five (45) minutes of on-duty time at the end of his/her shift to perform his/her K-9 responsibilities unless otherwise ordered to fulfill a departmental need by the Chief or his/her designee. When the handler is off-duty, he/she shall be paid one and one-half (1.5) hours per day's

pay at the handler's overtime rate of pay for the same, provided the handler actually performs the duties required for the dog's care. In the event that the handler is on leave (i.e. vacation, sick, FMLA, etc.) and remains responsible for the dog, those hours paid for the leave time off-duty maintenance of the dog shall not be included with, or added to, any other hours for compensation purposes. In the event that the dog is placed in a kennel during the handler's leave time, the handler shall not be entitled to the off-duty pay provided for herein. Conversely, if the handler performs his/her K-9 duties during his/her leave time, he/she shall receive off-duty compensation as set forth above. In the event that K-9 service is required during the off-duty hours of the handler, the handler shall be paid a four (4) hour minimum call back. All work required or related to the K-9 call back, including but not limited to, preparation of written reports and the like, shall be completed by the handler before going off-duty from the call back.

3. Service Out of Rank. After twenty (20) working days, the Chief shall, in his sole discretion not subject to further review, decide whether to retain the individuals in the higher-rated classification. If so retained, the individual would thereafter receive an additional fifty cents ($.50)/hour compensation.

ARTICLE 24
INSURANCE

1. The Town will provide to members of the Bargaining Unit Health, short-term & long-term disability, and Life Insurance on the same terms and conditions (level of benefits, deductibles, premium co-payments) as provided to other employees of the Town. The Town reserves the right to modify such insurance plans from time to time during the term of this Agreement, provided the Union is given thirty (30) days written notice of modification and provided further that members of the Bargaining Unit are treated as same as other Town employees.
2. In the event that the Town is considering a change in Health, short-term & Long-Term Disability, or Life Insurance that would include a decrease in benefits or an increase in employee premium contribution, the Police Chief agrees to meet with members of Bargaining Unit to discuss such change and to consider any proposal(s) on the subject submitted by members of the Bargaining Unit.

- Effective July 1, 2015 the Town will pay eighty-eight percent (88%) of the health insurance premium cost with the employee paying twelve percent (12%) through payroll deduction. The NEPBA Local 46 agrees to participate in a Town wide Health Insurance Review Committee in 2015 by having a union representative participate at the committee meetings.

- Effective July 1, 2016 the Town will pay eighty-five (85%) of the health insurance premium cost with the employee paying fifteen percent (15%) through payroll deduction. The NEPBA Local 46 shall have the ability to vote to either accept the result of the Health Insurance Review Committee and remain with the employee paying fifteen percent (15%) through payroll deduction or to reopen the contract on wages and insurance for year 2.

ARTICLE 25
GRIEVANCE PROCEDURE

1. For the purpose of this contract, a grievance is defined as written dispute, claim, or complaint which is filed and signed by an employee in the Bargaining Unit who alleges an actual instance of a grievance and which arises under and during the term of this Agreement. Grievances are limited to matters of interpretation or application of specific provisions of this Agreement and must specify the specific Articles and Section of this Agreement which has allegedly been violated, the date of the alleged violation, all witnesses to same, and the relief requested.
2. Whenever an employee in the Bargaining Unit has a grievance as defined in Section 1 above, the following procedure shall be utilized or such grievance shall be deemed waived.
    a. Step 1. The employee involved shall file the grievance in writing as specified above with the employee's immediate supervisor and the Union within ten (10) working days from the date of the event or the date the employee should have had knowledge of the event which gives rise to the alleged grievance.
    b. Step 2. If the grievant is not satisfied with the disposition of the grievance by his/her immediate supervisor, or if no decision has been reached within five (5) working days after filing with the immediate supervisor, the grievant, together with the Union, may file the grievance with the Police Chief within five (5) working days.
    c. Step 3. If the grievant is not satisfied with the disposition of the grievance by the Police Chief, or if no decision has been reached within five (5) working days after filing with the Police Chief, the grievant, together with the Union may file the grievance with the Town Administrator within five (5) working days.
    d. Step 4. If the grievant is not satisfied with the disposition of the grievance by the Town Administrator, or if no decision has been reached within five (5) working days after filing with the Town Administrator the grievant, together with the Union may file the grievance with the Town Council within five (5) working days.
    e. Step 5. If the grievant or Union is not satisfied with the disposition of the grievance by the Town Council or if no decision has been rendered within ten (10) working days after the meeting at which the Town Council originally considered said grievance, the Union may submit in writing a request to the American Arbitration Association to appoint an arbitrator to resolve said grievance in accordance with the rules and regulations of the American Arbitration Association within fifteen (15) working days after the meeting at which the Town Council originally considered such

grievance. If the Union fails to submit such written request for the appointment of an arbitrator to the American Arbitration Association within said fifteen (15) days, the grievance shall be deemed abandoned and no further action shall be taken with respect to such grievance.

i. The arbitrator shall not have the power to add to, ignore or modify any of the terms of conditions of this Agreement, nor shall said arbitrator have the power to hold hearings for more than one grievance; that is, multiple grievances before the same arbitrator will not be allowed. The arbitrator's decision shall not go beyond what is necessary for the interpretation and application of express provisions of this Agreement. The arbitrator's judgment shall not substitute for that of the parties in the exercise of rights granted or retained by this Agreement.

ii. The decision of the arbitrator shall be advisory only.

iii. The expenses of the arbitrator shall be shared equally by the parties. Each party shall make arrangements for and pay the expenses of witnesses who are called by them.

3. Prior to proceeding to arbitration and within fifteen (15) working days after the meeting at which the Town Council originally considered such grievance as specified in Section 2e Step 5 above, the parties may mutually agree to grievance mediation. The mediator shall be appointed by the parties. Grievance mediation shall be an optional dispute resolution procedure intended to preclude the need for arbitration. If no resolution is achieved as a result of grievance mediation, the Union may proceed to arbitration under Section 2e step 5 above, within five (5) working days of the close of the grievance mediation session. The parties agree to share equally in the compensation and expense of the mediator.

4. Any time limits set forth in the preceding grievance procedure may be extended by mutual agreement of the parties.

5. Excluded from this grievance procedure are grievances which question the exercise of rights as set forth in Article 2 of this Agreement, entitled Management Clause, or which question the use or application of any right over which the Employer or its designated agents have discretion.

6. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with an appropriate member of the staff of the Hooksett Police Department and having the grievance adjusting without the intervention of the Union, provided the adjustment is not inconsistent with the terms of this Agreement.

ARTICLE 26
SEPARABILITY

If any Article of this Agreement or any application of any portion of any Article of this Agreement to any employee or groups of employees is held to be contrary to law, then such Article shall not be deemed valid, but all other Articles shall continue in full force and effect. Upon such invalidation, the Union and the Employer agree to meet and negotiate concerning the Article affected.

ARTICLE 27
EXPENDITURE OF PUBLIC FUNDS

Any Agreement reached which requires the expenditure of public funds for its implementation shall not be binding upon the Employer unless, and until, the necessary specific appropriations have been made by the Town of Hooksett Town Meetings at each of its appropriate annual meetings during the term of this Agreement. The Employer shall make a good-faith effort to secure the funds necessary to implement said Agreement at each of the appropriate annual meetings. If such funds are not forthcoming, the Employer and the Union shall resume negotiations regarding the matters affected.

ARTICLE 28
EFFECT OF AGREEMENT

1. This instrument constitutes the entire agreement and final resolution of all matters in dispute between the Employer and the Union arrived at as a result of collective bargaining negotiations, except such amendments hereto as shall have been negotiated by mutual agreement and reduces to writing and signed by the parties.
2. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and that opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered, by this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.
3. The parties to this agreement may voluntarily agree to re-open negotiations on any subject, matter, provision, or article of this agreement at any time. Should the parties agree to mutually reopen this agreement; the remaining articles of the agreement shall remain in full force and effect. Should the parties fail to reach an agreement on any subject, matter, provision, or article which was mutually agreed upon as the subject of the re-opener, then the subject, matter, provision, or article of the existing agreement shall remain in full force and effect. Neither party of this agreement shall be subject to any litigation for failing to mutually agree to a re-opener, such as, but not limited to a grievance, unfair labor practice, etc…

ARTICLE 29
DURATION

The provisions of this Agreement will become effective July 1, 2015 and shall continue and remain in full force and effective until midnight June 30, 2017.

IN WITNESS WHEREOF, the parties have hereto set their hands and seals by their duly authorized officers and representatives, this 25th day of February, 2015.

FOR THE TOWN OF HOOKSETT

Peter Bartlett, Police Chief

Dr. Dean E. Shankle, Jr. Town Administrator

James Sullivan, Town Council Chair

Nancy Comai, Town Council Vice-Chair

Todd Lizotte, Town Council Secretary

James Levesque, Town Councilor

David Ross, Town Councilor

Donald Winterton, Town Councilor

Susan Lovas Orr, Town Councilor

Robert Duhaime, Town Councilor

Adam Jennings, Town Councilor

FOR (NEPBA) LOCAL 46 OF NEW HAMPSHIRE

Ron Scaccia, Business Agent

Brian Williams, Union President

Negotiator

Negotiator

Negotiator

Negotiator

Negotiator

Negotiator

Negotiator

Negotiator

Negotiator

Negotiator

Date February 25, 2015

Date February 26, 2015

APPENDIX A

Hooksett Police Department - Wage Scale
Effective July 1, 2015

Pay Grade	Length of Service	Patrol Officer	Detective	Pay Grade	Length of Service	Dispatcher II	Dispatcher I
A	13-18m	21.10	22.63	A	13-18m	19.44	-
B	19-24m	21.84	23.44	B	19-24m	19.96	-
C	Y3	22.60	24.24	C	Y3	20.50	20.86
D	Y4	23.38	25.09	D	Y4	21.01	21.39
E	Y5	24.21	25.97	E	Y5	21.59	21.96
F	Y6-7	25.04	26.86	F	Y6-7	22.21	22.55
G	Y8-9	25.90	27.81	G	Y8-9	22.78	23.16
H	Y10-12	26.82	28.75	H	Y10-12	23.39	23.77
I	Y13-15	27.75	29.76	I	Y13-15	24.02	24.42
J	Y16-18	28.72	30.82	J	Y163-18	24.66	25.10
K	Y19-21	29.58	31.75	K	Y19-21	25.33	25.77
L	Y22-24	30.47	32.70	L	Y22-24	26.02	26.47
M	Y25	31.37	33.69	M	Y25	26.81	27.25

Members will receive a step on their anniversary, based on their length of service. Dispatcher paid more than the scale will receive a 2% wage increase on July 1, 2015.

Hooksett Police Department - Wage Scale
Effective July 1, 2016

Pay Grade	Length of Service	Patrol Officer	Detective	Pay Grade	Length of Service	Dispatcher II	Dispatcher I
A	13-18m	21.15	22.69	A	13-18m	19.49	-
B	19-24m	21.90	23.50	B	19-24m	20.01	-
C	Y3	22.66	24.30	C	Y3	20.55	20.91
D	Y4	23.44	25.15	D	Y4	21.06	21.44
E	Y5	24.27	26.04	E	Y5	21.64	22.01
F	Y6-7	25.10	26.93	F	Y6-7	22.27	22.61
G	Y8-9	25.97	27.88	G	Y8-9	22.84	23.22
H	Y10-12	26.89	28.82	H	Y10-12	23.45	23.83
I	Y13-15	27.82	29.83	I	Y13-15	24.08	24.48
J	Y16-18	28.79	30.90	J	Y163-18	24.72	25.16
K	Y19-21	29.65	31.83	K	Y19-21	25.39	25.83
L	Y22-24	30.55	32.78	L	Y22-24	26.09	26.54
M	Y25	31.45	33.77	M	Y25	26.88	27.32

Members will receive a step on their anniversary based on their length of service. Dispatcher paid more than the scale will receive a 2.25% wage increase on July 1, 2016.