

AGREEMENT  
BETWEEN THE

TOWN OF LINCOLN, NEW HAMPSHIRE

AND

INTERNATIONAL BROTHERHOOD OF TEAMSTERS  
LOCAL #633 OF NEW HAMPSHIRE

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## **PREAMBLE**

This agreement entered into by the Town of Lincoln by its Board of Selectmen, hereinafter referred to as the Town, and Local No. 633 of the International Brotherhood of Teamsters, hereinafter referred to as the Union.

It is the purpose of this agreement to achieve and maintain harmonious relations between the Town and the Union, to provide for the equitable and peaceful adjustments of the differences, which may arise, and to establish standards of wages, hours, and other conditions of employment.

## **RECOGNITION**

The Town recognizes the Union as the sole and exclusive bargaining agent, for the purpose of establishing wages, hours, and conditions of employment, for all full-time employees in the following classifications as certified by the PELRB in Case No. M-0749.

Unit: Sergeant, Full-Time Patrolman, and Full-Time Dispatchers (includes Chief Dispatcher) and School Resource Officer.

Excluded from this agreement are the positions of:

Chief of Police, Lieutenant, Secretary (Administrative Assistant) and all other supervisory, professional, technical, clerical, and confidential employees, person in a probationary or temporary status, employed seasonally, part-time, irregularly, or on call and all other employees of the Lincoln Police Department and Town of Lincoln Government.

The classifications or job titles used above are for descriptive purposes only. Their use is neither an indication nor a guarantee that these classifications or titles will continue to be utilized by the Town.

## **ARTICLE I**

### **MANAGEMENT RIGHTS**

- A. Except as otherwise expressly and specifically limited by the terms of this Agreement, the Town retains all its customary, usual and exclusive rights, decision-making, prerogatives, functions, and authority connected with or in any way incidental to its responsibilities to manage the affairs of the Town or any part of the Town. The rights of the employees in the bargaining unit and the Union hereunder are limited to those specifically set forth in this agreement, and the Town retains all prerogative, functions, and rights not specifically limited by the terms of this Agreement. The Town shall have no obligation to negotiate with the Union with respect to any such subjects or the exercise of its discretion and decision-making with regard thereto, any subjects covered by the terms of this Agreement and closed to further negotiations of the terms hereof, and any subject which was or might have been raised in the course of collective bargaining, but is closed for the term hereof.
- B. Without limitations, but by way of illustration, the exclusive prerogatives, functions, and rights of the Town shall include the following:
  - 1. To direct and supervise all operations, functions, and policies of the Town in which the employees in the bargaining unit are employed.

2. To close or liquidate an office, branch, operation, or facility, or combination of facilities, or relocate, reorganize, or combine the work of divisions, offices, branches, operations or facilities for budgetary or other reasons.
  3. To determine the need for a reduction or an increase in the work force and the implementation of any decision with regards thereto.
  4. To establish, revise, and implement standards for hiring, classification, promotion, quality of work, safety, materials, uniforms, appearance, equipment, methods and procedures. It is jointly recognized that the Town must retain broad authority to fulfill its responsibilities and may do so by oral and written work rule, existing, or future.
  5. To implement new and to revise or discharge, wholly or in part, old methods, procedures, materials, equipment facilities and standards.
  6. To assign and distribute work.
  7. To assign shifts, workdays, hours of work, and work locations.
  8. To determine the need for and the qualifications of new employees, transfers, and promotions.
  9. To discipline, suspend, demote, or discharge an employee.
  10. To determine the need for additional education courses, training programs, on-the-job training and cross training and to assign employees to such duties for periods to be determined by the Town.
- C. The exercise of any management prerogative, function, or right which is not specifically modified by this Agreement is not subject to the grievance procedures, to arbitration, or as set forth above, to bargaining during the term of this Agreement.

## ARTICLE II

### NO STRIKES

Section 1: No employee covered by this Agreement shall engage in, induce, or encourage any strike, work stoppage, sick-in, sick-out, or slowdown or any job action or activity which interferes with the normal operation of the Town or the withholding of services to the Town of Lincoln.

Section 2: The Union agrees that neither it, nor any of its officers or agents, national or local, will call, institute, authorize, participate in, sanction, or ratify any activity referred to in Section 1 above.

Section 3: In the event of a work stoppage, picketing, or any other curtailment by the Union or the employees covered hereunder, The Union by its officers and agents, shall immediately declare such work stoppage, picketing or other curtailment to be illegal and unauthorized in writing to the employees, and order said employee in writing to stop the said conduct and return to work. Copies of such written notices shall be immediately furnished to the Town. The Union shall do everything in its power to obtain the return to work from said employees.

Section 4: In the event of any activity referred to in Section 1 above, any employee(s) participating in same, shall be subject to disciplinary action, up to and including immediate dismissal.

Section 5: In no event will the Town conduct a lockout.

### **ARTICLE III**

#### **NON-DISCRIMINATION**

Neither the Town nor the Union shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws because of race, creed, color, national origin, age, sex, or physical handicap, except as any of these factors may be bonafide occupational qualifications.

### **ARTICLE IV**

#### **EMPLOYEE RIGHTS**

Neither the Town nor the Union shall interfere with the rights of employees covered by this Agreement to become or not become members of the Union, and there shall be no discrimination against any such employee because of lawful union membership or non-membership activity or status.

### **ARTICLE V**

#### **DUES AND OTHER DEDUCTIONS**

Upon receipt of any individually written authorization by a Union member covered by this Agreement and approved by the authorized officer of the Union, the Town agrees to deduct from the pay of each Union member so authorized the current Union dues as certified to the Town by the Treasurer of the Union. Said deduction shall be made the first pay period in each month or may be withdrawn weekly if the employee wishes, provided however that if any employee has no check coming to him/her, or if the check is not large enough to satisfy the deduction, then and in that event, no collection will be made from said employee for that month. By the 20<sup>th</sup> of each month, the Town shall send the amount so deducted to the Treasurer of the Union, along with a list of the employees from whom the dues have been withheld and the dates of the pay periods involved. In no case will the Town attempt to collect fines or assessments for the Union beyond the regular dues.

Should there be a dispute between an employee and the Union over the matter of dues deduction, the Union agrees to defend and hold the Town harmless in any such dispute.

Upon receipt of any individually written authorization by a Union member covered by this Agreement and approved by the authorized officer of the Union, the Town agrees to deduct from the pay of each Union member so authorized a deduction for the Teamsters Credit Union and/or DRIVE political contributions. Said deduction shall be made the first pay period in each month or may be withdrawn weekly if the employee wishes, provided however that if any employee has no check coming to him/her, or if the check is not large enough to satisfy the deduction, then and in that event, no collection will be made from said employee for that month. By the 20<sup>th</sup> of each month, the Town shall send the amount so deducted to the Treasurer of the Union, along with a list of the employees from whom the dues have been withheld and the dates of the pay periods involved. In no case will the Town attempt to collect fines or assessments for the Union beyond the regular dues.

**ARTICLE VI**  
**WORK RULES**

Section 1: The Town may prepare, issue, and enforce rules and safety regulations necessary for the safe, orderly and efficient operation, which are not inconsistent with this Agreement.

Section 2: The Town shall have the right to make regulations for the safety and health of its employees during their hours of employment. Employees shall comply with all safety rules and regulations established by the Town.

**ARTICLE VII**  
**DISCIPLINARY PROCEDURES**

Disciplinary action will be for just cause and will normally be taken in the following order:

<u>Type</u>	<u>Removal</u>
a) Training Memo	1 year
b) Verbal Warning	1 year
c) Written Warning	2 years
d) Suspension(s) without pay	No removal
e) Discharge	No removal

However, the above sequence need not be followed if an infraction is, as determined by the Town, sufficiently severe to merit immediate suspension or discharge. Additionally, the Town reserves the right to take disciplinary action in a manner consistent with the efficiency of operations and appropriate to the infraction involved.

The custodian of the official work records of the permanent members of the Lincoln Police Department shall be the Administrative Assistant. Said work records shall contain the bargaining unit member's work history including, but not limited to, performance ratings, utilization of fringe benefits, commendations, and letters of reprimand.

All disciplinary action(s) will be removed from the personnel file according to the above table. This section shall be retroactive so as to include all reprimands outlined above that are currently in the member's personnel files. Each member shall be solely responsible for the accuracy of his/her personnel file

An employee shall be provided with a copy of letters of complaint by a third party and letters of commendation at the same time such letters are placed in the personnel file. All documentation placed in an employee's personnel file shall bear the employee signature acknowledging the existence of said documentation.

Every employee shall be informed as to the existence and location of all personnel files. Personnel file shall be defined as any file kept by a supervisor or custodian of official records that relate directly in any way to an employee's status as an employee.

All records pertaining to time worked, overtime, compensatory, sick, and annual leave shall be maintained and are available for inspection at a designated area.

An employee who is the subject of a disciplinary investigation shall be informed when the disciplinary investigation is complete and of the determination of the investigation.

Complete work records of any department member, who is a member of the Union, shall be made available to him/her upon his/her request, or any official of the International Brotherhood of Teamsters, Local 633, including the Shop Steward of said local unless the individual shall object thereto in writing, after receiving written notice from the Town Manager of said request. Said review shall be conducted upon reasonable notice to and in the presence of the Chief of Police or his/her designee and must be conducted on the off-duty time, if possible, of the individual(s) conducting the review. If any deletions, omissions, or additions are noted either by the member concerned or an Union Official, a meeting as soon as possible shall take place between the Union, a representative of the Town, the Chief of Police, and the member whose record is in contention.

## ARTICLE VIII

### GRIEVANCE PROCEDURES

1. A grievance is defined as an alleged violation, misinterpretation, or misapplication of any provision of this agreement.
2. A grievance to be considered under this procedure must be initiated in writing by the employee within seven (7) business days of its occurrence or from the time the employee knew or should have known of its occurrence. The following matters are excluded from the Grievance Procedure:
  - a. Any matter for which a specific method of review is prescribed by law
  - b. Any matter which, according to law, is beyond the scope of the authority of the Town or limited to the unilateral action of the Town alone.
  - c. Any grievance for which the grievant(s) or organization representing such grievant(s) has not in writing waived the right, if any, to submit the grievance to any other administrative or judicial tribunal
3. Any and all time limits specified in the grievance procedure may be waived by mutual agreement of the parties. Failure by the employee to submit the grievance in accordance with these time limits without such waiver shall constitute an abandonment of the grievance. Failure by the Town to submit a reply within the specific time limits shall be treated the same as if the grievance had been denied and therefore may be appealed to the next step in accordance with the time limits provided herein.
4. The Town, Union, or Employees will take no reprisals of any kind against any party in interest or other participant in the grievance procedure.
5. An individual member of the bargaining unit may present an oral grievance without the intervention of the exclusive representative. Until a grievance is reduced in writing, the Union shall be excluded from a hearing if the employee so request; but any resolution of the grievance shall not be inconsistent with the terms of this Agreement.

6. Procedure:

**Step 1:** Any employee who has a grievance shall submit it first in writing to the Chief of Police in an attempt to resolve the matter. The grievance must:

- a. Specify the person or activity allegedly causing the grievance
- b. The time and place of the action being grieved
- c. The nature of the grievance
- d. The language of this Agreement which has allegedly been violated or misapplied

- e. The specific injury or loss which is claimed
- f. The remedy sought

The Chief of Police/Designee shall hold a hearing within seven (7) business days of receipt of the written grievance and shall render a decision no later than seven (7) business days following the receipt of the written grievance.

**Step 2:** If the grievance is not resolved to the grievant's satisfaction at Step 1 or the Chief of Police/Designee does not render a decision within the timeframe specified, an appeal may be filed with the Town Manager in writing within five (5) business days of the receipt of the decision at Step 1. All documentation presented at Step 1, along with Step 1 decision shall accompany the appeal to the Town Manager. The Town Manager shall hold a hearing within five (5) business days of receipt of the appeal from Step 1 and shall render a written decision no later than five (5) business days following the hearing.

**Step 3:** If the grievance is not resolved to the grievant's satisfaction at Step 2, or the Town Manager does not render a decision within the timeframe specified, an appeal may be filed with the Board of Selectmen in writing within five (5) business days of the receipt of the decision at Step 2. All documentation presented at Step 2, along with Step 2 decision shall accompany the appeal to the Board of Selectmen. The Board of Selectmen shall hold a hearing within thirty (30) business days of receipt of the appeal from Step 2 and shall render a written decision no later than fifteen (15) days following the hearing.

#### Arbitration

This arbitration of grievance(s) agreement shall be subject to the provisions of RSA Chapter 542.

If the decision of the Board of Selectmen does not resolve the grievance, the Union shall have the sole right to appeal that decision and the matter shall be submitted to arbitration providing the Union notifies the Board of Selectmen of such request within ten (10) days of the receipt by the Union of the Board of Selectmen's decision.

The following procedure shall be used to secure the services of an arbitrator:

- a. The parties will attempt to agree upon a mutually satisfactory third party to serve as arbitrator. If no agreement is reached within ten (10) days following the date the request for arbitration was received by the Board of Selectmen, the Public Employees Labor Relations Board will be notified by either or both parties and requested to submit a roster of persons qualified to function as an arbitrator.
- b. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they shall request the Public Employees Labor Relations Board to submit a second roster of names.
- c. If the parties are unable to determine, a mutually satisfactory arbitrator from the second list, the Public Employee Labor Relations Board may be requested by either party to designate an arbitrator.
- d. The decision of the arbitrator shall be final and binding.
- e. The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and meals, shall be borne equally by the Town and the Union.

### Jurisdiction of the Arbitrator

The jurisdiction of the Arbitrator shall be limited to the determination of grievances, which involve an alleged violation of specific Article(s) and Section(s) of this Agreement, and which have been properly filed, processed and referred to the arbitrator as set forth above.

If either party shall claim before the arbitrator that a particular grievance fails to meet the test of arbitrability, the Arbitrator shall proceed to decide such issue before proceeding to hear the case upon the merits.

If the grievance concerns matters not subject to Arbitration, the Arbitrator shall return the grievance and all documents relating thereto to the parties without a decision.

### Powers of the Arbitrator

It shall be the function of the Arbitrator, and he shall be empowered, except as his powers are limited below, after proper hearing on a properly filed and processed grievance referred to him/her as set forth above, to make a decision in cases of an alleged violation of the specific Articles and Sections of this Agreement.

The decision of the Arbitrator shall be based exclusively on the evidence presented at the Arbitration hearing and the provisions of this Agreement.

The Arbitrator's decision shall not be based on any statutes, decisions, regulations, or other extra contract matters not specifically incorporated into this Agreement.

The Arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning, and conclusions on the issue submitted.

1. The Arbitrator shall have no power to add to, subtract from, alter, or modify any terms of this Agreement or any of the functions or responsibilities of the parties to this Agreement.
2. The Arbitrator shall have no power to change any practice, policy, or rule of the Town nor to substitute his judgment for that of the Town as to the reasonableness of any such practice, policy, or rule, unless such practice, policy, or rule is in violation of a specific Article and Section of this Agreement. The Arbitrator's powers shall be limited to deciding whether the Town has violated the express Article and Sections of this Agreement; and he/she shall not imply obligations and conditions binding upon the Town from this Agreement, it being understood that any matter not specifically set forth herein remains with the reserved rights of the Town.
3. The Arbitrator shall have no power to substitute his discretion for the Town's discretion in cases where the Town is given discretion by this Agreement.
4. The Arbitrator shall only have the authority to pass on a grievance referred to him/her as prescribed herein.
5. The Arbitrator shall be without authority to make any decision, which requires the commission of any act, prohibited by law or which is violative of the terms of this Agreement.

6. The Arbitrator shall have no power to rule on any claim or complaint for which there is another remedial procedure or forum established by law or regulation.

At the time of the Arbitration Hearing, both the Town and the Union shall have the right to call any employee as a witness and to examine and cross-examine witnesses. Each party shall be responsible for the expenses of the witness that they may call. The parties shall submit to each other a list of all witnesses to be called in the event of an arbitration hearing no less than forty-eight (48) hours in advance of the scheduled hearing date. At the close of the hearing, the Arbitrator shall afford the Town and the Union a reasonable opportunity to furnish briefs. The Arbitrator will render his/her decision within thirty (30) days from the date the hearing is closed or the date the parties submit their briefs; whichever date is later.

## **ARTICLE IX**

### **HOURS OF WORK**

This article is intended to define the normal hours of work per day or per week in effect at the time of this Agreement. Nothing contained herein shall be construed as preventing the Town from restructuring the normal workday or workweek for the purpose of promoting the efficiency of Town government from establishing the work schedule of employees; and establishing part time positions.

The regular working week of the police officers of the Lincoln Police Department shall consist of forty-two (42) hours per week or one hundred and sixty-eight (168) hours in twenty-eight (28) days. The hours to be worked shall be determined and scheduled by the Chief of Police or his/her designee.

The regular working week of the dispatchers of the Lincoln Police Department shall consist of forty (40) hours per week or one hundred and sixty (160) hours in twenty-eight (28) days.

Employees scheduled to work less than thirty (30) hours per week shall be considered part-time employees.

Every police officer and dispatcher of the Lincoln Police Department shall work the same number of hours as provided herein. It is also understood that during the twenty-eight (28) days there shall be no scheduled rotation of shifts. It is also understood that the work schedule shall be posted at least three (3) months in advance, with the understanding that an unforeseen circumstance may require an adjustment in the schedule. It is also understood that adjustments may be required due to the use of vacation time.

The current practice of taking paid lunch as duty permits while on duty during their shift will be continued for all police officers and dispatchers.

Nothing herein shall be construed as guaranteeing employees forty (40) hours of work per week or eight hours of work per day.

Compensation shall not be paid more than once for the same hours under any provisions of this Article or Agreement.

## ARTICLE X

### OVERTIME

Overtime will be offered by seniority starting with the most senior employee within the respectful division (dispatch/patrol). Overtime will be distributed as equitable as possible with the understanding that employees who turn down overtime will lose any right to grieve said overtime. Officer's and Dispatcher's work schedules, once established, shall not be changed solely to avoid or curtail overtime pay, unless by mutual agreement.

Whenever there is a need to fill a shift, the following procedure(s) shall be followed:

When there is more than twenty-four (24) hours before the shift:

- 1) All employees shall be notified by departmental email or with a posting of the shift(s) on the departmental clipboard.
- 2) A sign-up sheet shall be posted outside the Lieutenant's Office.
- 3) If an employee will not be in the office to read his/her email or see the notice, he/she shall be notified by telephone. The Lieutenant shall keep a log of all telephone calls with the outcome of each call noted.
- 4) No less than twenty-four (24) hours prior to the open shift, the employee awarded the shift shall be notified and no changes shall be made unless agreed to by the employee who has been awarded the shift. If more than one employee has indicated his/her desire to work the shift, the shift will be awarded to the senior employee.
- 5) If the Town cancels the shift after it has been awarded, the employee shall be compensated for the hours of that shift.

When there is less than one (1) day before the shift:

- 1) All employees shall be notified by telephone, starting with the most senior employee.
- 2) The Lieutenant shall keep a log of all telephone calls with the outcome of each call noted.
- 3) If more than one employee has indicated his/her desire to work the shift, the shift will be awarded to the senior employee as long as the indication is three (3) hours prior to the shift.
- 4) If there is less than three (3) hours to fill the shift, the first employee indicating his/her desire to work the shift shall be awarded the shift.
- 5) All employees that have indicated their desire to work the shift shall be informed of the status of the shift.
- 6) If the Town cancels the shift after it has been awarded, the employee shall be compensated for the hours of that shift.

In the event that all qualified employees within a job classification, in which overtime exists, should turn down the overtime, it is agreed by the parties that the least senior employee(s) available, can be required to perform the overtime even if that turns out to be most or all the employees in the classification. Once the least senior employee(s) have been required to perform the overtime shift, the next required overtime would start with the next least senior employee from the employee that was required to perform the overtime.

Employees shall be paid one and one-half (1½) time their regular hourly rate of pay for all hours worked beyond forty (40) hours in a work week for Dispatchers and beyond forty-two (42) hours for

Police Officers. For the purposes of this section sick days, vacation time, leaves of absence, and other time-off benefits are counted as time worked for purposes of overtime. For the overtime half-hour any time work over fifteen (15) minutes up to one-half (1/2) hour shall be compensated for as one-half (1/2) hour of overtime. For the overtime hour any time worked over one half (1/2) hour shall be compensated for as one (1) full overtime hour.

Nothing herein will be in any way interpreted to restrict the Town's right to determine when there is a need for overtime or to bring in part-time personnel first to cover needed hours in a job classification covered by this Agreement.

## **ARTICLE XI**

### **CALL BACK, ON-CALL, STANDBY PAY**

Full-time employees, who are called back to work after the conclusion of their regular workday, shall be reimbursed for a minimum of three (3) hours of service at the rate of one and one-half (1½) times the employees current rate of pay. If need for service is less than three (3) hours, the employee will be guaranteed three (3) hours of pay at time and one-half (1½). If the employee is required to be called back more than once during a single three (3) hour period, the employee shall be paid for only one call back period.

Employees who are on-call but do not get called for duty will be compensated at one-half (1/2) times the normal rate of pay for all hours on-call.

Employees who are in standby status shall be compensated at the employee's regular rate of pay. Time in standby status shall be considered time worked for regular compensation and overtime compensation purposes.

This section does not apply to scheduled overtime, call back times annexed to the beginning of the work shift, or to holdover time annexed to the end of the work shift.

On-Call: Time spent in which there is no shift coverage and an officer is asked to be "on-call" and respond to any calls that come in.

Standby: Any employee who is required by the employer to be available for immediate return to duty, under conditions which do not allow the employee reasonable use of the time waiting to be called back to duty for his or her own purposes, shall be deemed to be in standby status.

## **ARTICLE XII**

### **COURT PAY**

In the event a member of the bargaining unit is scheduled to appear in court on behalf of the Town, he/she will be paid in the same manner as any other on-duty time, except that if the appearance is other than on the officer's regular shift, he/she shall be paid a minimum of three (3) hours pay at the officer's overtime rate of pay. All fees and/or expenses paid by any court to the officer will be immediately turned over/endorsed over to the Town.

**ARTICLE XIII**  
**EXCHANGING TOURS OF DUTY**

The Chief of Police or his/her designee may, at their sole discretion grant the request of any two (2) members of the Police Department to exchange tours of duty or days off, without a change in pay, provided that, in the opinion of the Chief of Police or his/her designee, they are equally capable to perform each other's respective jobs and are willing and able to make the exchange. Request to exchange tours of duty or days off should be submitted at the earliest possible opportunity.

**ARTICLE XIV**  
**PRIVATE DETAILS**

Private details are those details that are not considered as public employment by the Town that is, supported by local property tax dollars.

All details shall be guaranteed a minimum of four (4) hours of compensation with the compensation for time worked beyond four (4) hours to be paid in increments of one half (1/2) hour.

Private Details shall be compensated as follows:

First contract year: \$52.00 per hour  
Second contract year: \$52.00 per hour  
Third contract year: \$52.00 per hour

The detail rate of pay shall never be lower than that of the New Hampshire State Police or that of the Grafton County Sheriff's Department.

Any and All Private Detail(s) shall be posted within twenty-four (24) hours of the request being made. Any detail cancelled with less than eight (8) hours notice, the company shall be billed at the four (4) hour minimum and the employee(s) scheduled for said detail will be compensated accordingly.

Details will be offered by seniority starting with the most senior employee within the respectful division (dispatch/patrol). Detail(s) will be distributed as equitable as possible with the understanding that employees who turn down detail(s) will lose any right to grieve said detail(s).

Whenever there is a need to fill a detail, the following procedure(s) shall be followed:

When there is more than twenty-four (24) hours before the detail(s):

- 1) All employees shall be notified by departmental email or with a posting of the detail(s) on the departmental clipboard.
- 2) A sign-up sheet shall be posted outside the Lieutenant's Office.
- 3) If an employee will not be in the office to read his/her email or see the notice, he/she shall be notified by telephone. The lieutenant shall keep a log of all telephone calls with the outcome of each call noted.
- 4) No less than twenty-four (24) hours prior to the detail, the employee awarded the detail shall be notified and if more than one employee has indicated his/her desire to work the detail, the detail will be awarded to the senior employee.

When there is less than one (1) day before the shift:

- 1) All employees shall be notified by telephone, starting with the most senior employee.
- 2) The Lieutenant shall keep a log of all telephone calls with the outcome of each call noted.
- 3) If more than one employee has indicated his/her desire to work the shift, the shift will be awarded to the senior employee as long as the indication is three (3) hours prior to the shift.
- 4) If there is less than three (3) hours to fill the detail, the first employee indicating his/her desire to work the detail shall be awarded the detail.

All employees that have indicated their desire to work the detail shall be informed of the status of the detail.

## ARTICLE XV

### HOLIDAYS

The following days shall be considered paid holidays for permanent full-time employees:

New Year's Day	Columbus Day
Civil Rights Day*	Veteran's Day
Washington's Birthday**	Thanksgiving Days
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

\* This holiday shall be observed as a floating holiday subject to the approval of the Chief of Police.

\*\* This holiday shall be observed on the 3<sup>rd</sup> Monday of February

Holiday pay for Federal or State holidays declared by the President and/or U.S. Congress or Governor and/or NH Legislature shall be incorporated into this agreement at the time of said change; such change may take place in the following fiscal year for budgetary reasons. Holiday pay for Federal or State holidays presently incorporated into this agreement will cease if and when the Federal or State government no longer celebrates said holiday.

Employees who are absent for unauthorized reasons on the day directly preceding or directly following the holiday shall forfeit pay on the holiday. In the event that the holiday falls on Saturday, it shall be observed on the preceding Friday. In the event that the holiday falls on a Sunday, it shall be observed on the following Monday.

All unit employees who work on holidays shall be compensated for time and a half on that day. Police Officers shall be compensated for holidays, whether the holiday is worked or not, by payment of eleven (11) additional days pay (92.4 hours) on the first payday in December, if otherwise eligible. Dispatchers shall be compensated for holidays, whether the holiday is worked or not, by payment of eleven (11) additional days pay (88 hours) on the first payday in December.

Other eligible employees, who do not work on a holiday, shall receive holiday pay computed at their regular straight time hourly rate for the number of hours for which they are normally and regularly scheduled to work immediately prior to the holiday, up to a maximum of eight (8) hours.

When a specified holiday falls within an eligible employee's approved vacation period and he is absent from work during his regularly scheduled workweek because of such vacation, he shall receive an additional day off.

In the case of occupational illness or injury, an employee will be paid for any holiday falling within the first ninety (90) days of that illness or injury. Time worked on holidays will be paid at one and one half (1½) times the normal rate of pay.

All Union employees that accumulate overtime on a holiday shall be compensated at double time and one quarter (2¼) for all hours work that day.

## ARTICLE XVI

### LEAVES OF ABSENCE

#### Vacation Allowance:

All employees shall begin to earn time off from date of hire according to this listed schedule. New employees must complete a six (6) month probationary period before applying for accrued vacation time. No accrued vacations time will be paid to any employee who is laid off, resigns, or is otherwise separated from service prior to the completion of the probationary period. The annual vacation time calculations shall run from anniversary date to anniversary date. Bargaining unit members shall be eligible for annual vacation time as follows:

#### Police Officers:

Date of hire to 5 <sup>th</sup> anniversary	2 weeks or 7hrs per month = 84hrs
1 day after 5 <sup>th</sup> anniversary to 10 <sup>th</sup>	3 weeks or 10.5hrs per month = 126hrs
1 day after 10 <sup>th</sup> anniversary to 15 <sup>th</sup>	4 weeks or 14hrs per month = 168hrs
1 day after 15 <sup>th</sup> anniversary or more	5 weeks or 17.5hrs per month = 210hrs

#### Dispatchers:

Date of hire to 5 <sup>th</sup> anniversary	2 weeks or 6.67hrs per month = 80hrs
1 day after 5 <sup>th</sup> anniversary to 10 <sup>th</sup>	3 weeks or 10hrs per month = 120hrs
1 day after 10 <sup>th</sup> anniversary to 15 <sup>th</sup>	4 weeks or 13.33hrs per month = 160hrs
1 day after 15 <sup>th</sup> anniversary or more	5 weeks or 16.67hrs per month = 200hrs

#### Vacation Procedure:

Vacation eligibility will be posted on an annual basis. Vacation time off may be taken in single days or several days at a time. No employee may carry more than ten (10) days of vacation time from one year to the next. Should a conflict arise between two or more employees requesting the same period of time, the employer shall use seniority as the method of resolving the conflict.

Request for vacation time will be submitted to the Chief of Police or his/her designee far enough in advance as reasonably possible to allow for proper scheduling of coverage. A thirty (30) day advance notice of vacation intent shall be considered reasonable. Request must be in writing, on a prescribed form. Each employee will receive a written disposition of his request.

Once an employee's leave has been approved, his/her leave shall not be cancelled or modified for any reason, except with mutual agreement, or in case of an emergency as defined below. Employees whose annual

leave has been cancelled in the case of an emergency shall have those hours worked compensated at one and one-half times their regular rate of pay.

For purposes of this section "emergency" is defined as any conditions or situation out of the ordinary, which requires immediate action to avoid danger to life, property, or to prevent losses affecting the employer, the employee, or the general public.

The rate of vacation pay shall be the employee's regular straight time hourly rate of pay in effect for the employee's regular job at the time the vacation is being taken.

Employees who are going on vacation may receive their payroll check in advance provided they submit a written request to the payroll department at least ten (10) days in advance.

An employee, who is laid-off, resigns, retires, or is otherwise separated from the service of the Town, shall receive vacation pay for all of their accrued vacation upon their separation from employment with the Town. The amount of payment for all unused vacation shall be calculated based upon the employee's regular straight time hourly rate of pay in effect for the employee's regular job, on the last workday of the employee's employment.

#### Sick Leave:

Every Bargaining unit member shall earn a half (1/2) a day per month of sick time. Sick time begins accruing on your first day of employment, but new hires cannot use their accumulated sick time until they have completed six months of employment. Carry over of sick time is allowed. Upon separation the employee shall be compensated at his current rate of pay for all accumulated sick days up to no more than fifty (50) sick days. Time lost by reason of leave of absence without pay, or time otherwise not worked, or paid for shall not be considered in computing earned allowances of leave.

In order to be paid for sick leave, an employee must notify his/her immediate supervisor or Department Head of his/her absence at the earliest possible opportunity but in no event later than one (1) hour before the start of the regular work day, unless physically unable. The employee will relay their expected location and when they expect to return to work. Failure to provide such notification of absence will result in the forfeiture of pay. Illness, for which sick leave may be granted, is defined as actual personal illness or bodily injury.

Sick leave will be paid at the employee's base rate of pay. An employee on paid sick leave shall receive pay for holiday, vacations, or other paid days off which fall during the period of paid sick leave. Sick leave will be reduced by one half (1/2) day for any use of leave from 1 to 4 hours in length. Leave, which exceeds 4 hours in length, shall result in sick leave, which will be reduced by one (1) day. An employee returning from sick leave, which exceeds three (3) consecutive workdays, may be required to supply a doctor's statement certifying that the employee's health is good enough to return to his/her normal duties. The Town shall at all times have the right to require from any absent employee a physician's certificate or other dependable evidence of the employee's illness.

All employees shall be able to donate sick days to another employee if said employee is in need of sick days. Nothing shall limit the number of days an employee is willing to donate to another employee. All hours donated will be adjusted to reflect the hourly rate of pay to which it had been earned, resulting in a dollar for dollar match for each day donated to another employee.

Personal Leave:

Every bargaining unit member may earn two (2) personal days to be used by December 31<sup>st</sup> of each year. Bargaining unit members earn 1 day for each four (4) month period in which no sick leave is used. A maximum of three (3) personal days may be used per calendar year. Carry-over of one personal day is allowed.

January 1 <sup>st</sup> – April 30 <sup>th</sup>	= 1 day to be used by December 31 <sup>st</sup>
May 1 <sup>st</sup> – August 31 <sup>st</sup>	= 1 day to be used by December 31 <sup>st</sup>
September 1 <sup>st</sup> – December 31 <sup>st</sup>	= 1 day to be used in the following year

Worker's Compensation:

The Town of Lincoln agrees to provide Worker's Compensation coverage as prescribed and to the extent required by New Hampshire law.

Leave of Absence without Pay:

Request for a leave of absence without pay and/or in accordance with the Family and Medical Leave Act must be made in writing to the Chief of Police. Granting of such leave will be based upon the requirements of law and the recommendation of the Chief of Police and subject to the approval of the Board of Selectmen. Request for Family and Medical Leave shall be in accordance with current Town policy.

Maternity/Paternity Leave:

Leave for a birth in the family may be obtained by a regular full-time employee to the extent the employee qualifies for and obtains approval for vacation or sick leave and/or to the extent such employee obtains approval for a leave without pay.

Bereavement Leave:

An employee may be excused from work for not more than five (5) days because of a death in the employee's immediate family, as defined below, and shall be paid at their regular rate of pay for scheduled work hours missed. Additional time off, if requested and approved, may be charged to accumulated vacation, or sick time, or as a leave of absence without pay; whichever the employee shall select.

Immediate family for the purposes of this section is defined to include: spouse, children, parents, step-parents, step-children, brothers, sisters, immediate in-laws, grandparents, grandchildren, or other persons actually living in the employee's household at the time of death.

Military Leave:

An employee with one or more years of seniority whom is called to and performs short term annual active duty for training as a member of the United States Armed Forces Reserves or National Guard, shall be paid as provided herein for days spent performing such duty provided the employee would not otherwise be on layoff or leave of absence. In order to receive payment under this paragraph, an employee must give the Town prior notice at the earliest possible opportunity of such military duty and upon his/her return to work, furnish the Town with a statement of the military pay received for performing such duty. Payment under this paragraph is limited to a maximum of ten (10) working days in a calendar year. In computing the pay due the employee, if any, payment will reflect the difference between the employee's straight time rate for the days in question and the military pay if the normal pay exceeds the military pay for the specified period.

### Jury Duty:

An employee with one or more years of seniority who is summoned and reports for jury duty, as prescribed by applicable law, shall be paid by the Town an amount equal to the difference between the amount of wages the employee otherwise would have earned by working during straight time hours for the Town on that day and the daily jury duty fee paid by the court or agency (not including travel allowances or reimbursement of expenses) for each day on which he otherwise would have been scheduled to work for the Town.

In order to receive payment, an employee must give the Town prior notice at the earliest possible opportunity that he/she has been summoned for jury duty and must furnish satisfactory evidence that he reported for or performed jury duty on the days for which he claims such payment. The provisions of this section are not applicable to an employee, without being summoned, volunteers for jury duty.

## ARTICLE XVII

### SENIORITY

Accrual: For purposes of this Agreement, an employee's seniority shall be equal to his years of service or employment with the town in a position covered by this Agreement unbroken by any of the reasons for termination or seniority specified in below.

Ability to Perform Work: Ability to perform the job or work as used in this Article means the employee is capable of performing the work of the job in a satisfactory manner subject to concurrence by the Department Head or his/her designee.

Termination of Seniority: Seniority for all purposes shall be terminated for any of the following reasons:

- A. Voluntary quit.
- B. Discharge for just cause.
- C. Failure to report for work in accordance with the provisions of the recall notice
- D. Absence for three (3) consecutive working days without properly notifying the Town.
- E. Failure to be recalled from layoff or return to work due to any non-occupational illness or accident for a period of twelve (12) months.
- F. Retirement.

Seniority Lists: The Town shall establish and post a seniority list once each year in January. The employee with the greatest seniority shall be listed first. Any objections to the seniority list, as posted or amended, must be reported to the Chief of Police or his/her designee within fourteen (14) days from the date of posting or amendment or it shall stand as accepted and shall take full force and effect.

Application of Seniority (lay-off, recall): In the event the Board of Selectmen determines that there is a need to lay off employees, they shall provide to the Union at least two (2) weeks advance notice of any such layoff. When it is necessary to reduce the number of employees on the Town payroll, the Board of Selectmen shall decide which employees shall be laid off in accordance with the following provisions:

- A. Layoffs shall be by job classification within the department, and
- B. Probationary full-time employees shall be laid off before any non probationary full-time employees are laid off, and
- C. Among each classification of employees in which layoff are to occur, the Board of Selectmen shall, where they determine all performance factors to be substantially the same, designate the least senior employee(s) to be laid off.

Employees shall be recalled in the reverse order in which they were laid off. A person who is laid off shall maintain his seniority for twelve (12) months. Employees who are eligible for recall shall be sent a recall notice by certified or registered mail and the employee must notify the Department Head within three (3) business days after receiving notice of recall of his/her intention to return to work. The Town shall be deemed to have fulfilled its obligation by mailing the recall notice by registered mail, return receipt requested, to the mailing address provided by the employee, it being the obligation and responsibility of the employee to provide the Department Head with his latest mailing address. In any event, the employee must return to work within two (2) weeks of the date specified.

Seniority does not give employees any preference for particular types of work within their job classification or to place of work, or equipment.

## **ARTICLE XVIII**

### **PROBATIONARY PERIOD**

Police employees shall serve a probationary period of twelve (12) months. All other employees in positions covered by this Agreement shall serve a probationary period of six (6) months.

Probationary employees are not part of the bargaining unit and are not covered by this Agreement. All employees entering the bargaining unit covered by this Agreement from any other Town Department will serve the required probationary period.

During the probationary period, the probationary employee may be discharged at the sole discretion of the Town and neither the reason nor the discharge may be the subject of a grievance.

## **ARTICLE XIX**

### **JOB POSTING, PROMOTIONS AND TRANSFERS**

A. When a vacancy occurs as a result of the establishment of a new position or the retirement or termination of a current employee, the Town retains the right to create temporary positions and to fill said temporary positions as the needs of the department may require. However, any such temporary position shall not remain in existence for a period in excess of ninety (90) days. Upon the expiration of said ninety (90) day period, the Town shall determine whether to terminate said position or to make said position a permanent position in the Police Department. If said position becomes permanent and does not involve an increase in compensation over that compensation paid to the senior patrolman, said position will then be filled in accordance with the seniority provisions contained in Article XVII thereof. If said position involves an increase in compensation, it shall be filled in according to the procedures contained in this article.

B. In order for a police officer to be eligible for a promotion above Patrolman, excluding Chief of Police, said police officer shall have been a full time member of the Lincoln Police Department for at least four (4) years on the date the promotional sign-up is posted. No promotional meeting shall begin without notice of said meeting having been posted on the Union Bulletin Board at the police department for at least five (5) days prior to the date set for said meeting. The posting shall include, but not limited, indicate the position, its rate of pay, the qualifications required, and normal working hours for the position. The Lieutenant shall ensure that all eligible officers were notified of the meeting and their right to sign up.

Nothing in this posting procedure shall be deemed to limit the Department's right to seek applicants for the position from outside the Department. If the Department is going to seek outside applicants, it shall so note on the posting and shall note the date on which the receipt of applications will close.

The promotional meeting for promotions to the rank of Detective, Sergeant, and Lieutenant shall be scheduled and chaired by the Chief. The Chief, and all Lieutenants will attend the meeting unless on leave. During the meeting the participants will discuss the work history, job performance, attendance, department seniority, qualifications, and other relevant information about the applicants for promotion. Within seventy-two (72) hours of the conclusion of the meeting, the Chief will decide which officer will be recommended to the Town Manager for promotion. All applicants shall be notified of the decision forthwith. The Town Manager shall ratify the promotion recommended by the Chief if the Town Manager is satisfied that the decision of the Chief is based on good and sufficient facts.

C. Promotions and Transfers:

1. The Town reserves the right and shall have the right to make promotions and transfers according to this Agreement.
2. Jobs to be filled through promotion shall be posted on the department bulletin board for a period of five (5) business days.
3. When it is determined by the Town that the qualifications and suitability of a current department employee is substantially equivalent to a candidate from outside the department, the promotion shall be made from within the department.
4. The above procedure shall be followed in all permanent promotions and transfers.
5. An employee who meets the minimum qualifications and is promoted to a higher level shall be placed in a probationary status not to exceed six (6) months in the higher position. The employee shall periodically be evaluated to determine if he/she is performing the job in a satisfactory manner. If an employee is not found to perform satisfactorily at the higher-level duties, then he/she shall be reduced in status to the same classification, pay grade, and step as he/she had obtained prior to promotion.
6. Members of the Lincoln Police Department who are ordered/assigned to assume the majority of the responsibilities of a higher rank shall be compensated for this service at the same rate as the police officer or dispatcher, for whom they are filling in for, provided such service is for a period of eight (8) hours or more. Such higher rate shall apply for all time spent at the higher rank.

## ARTICLE XX

### WAGES

The pay plan, which is effective during the term of this agreement, is shown in the table below labeled Pay Plan. Following the Pay Plan table is a table labeled Rules for the Use of Pay Plan, which lists the rules for how the Pay Plan is used in normal circumstances. Accordingly, the third table, which follows, is labeled Step Allocation Guide.

The Rules for the Use of Pay Plan is a guide drawn up specifically outlining how, as a result of negotiations, each employee shall progress within the Step Allocations during the term of this agreement.

The Step Allocation Guide is a guide drawn up specifically for this transition agreement to show where, as a result of negotiations, each employee shall move to with satisfactory or better performance during the term of this agreement.

Field Training Officer(s): All employees while performing the duties of a field training officer shall receive an additional one (\$1.00) per hour for all hours worked while performing those duties.

\*\* Contract years two and three the April adjustment will be a minimum of 1.0% with a maximum increase of 3.5%. The adjustment will be determined by using the Northeast Urban CPI. The anniversary step increase will continue to be 2.5% and in years 1, 2, and 3 for Patrol and Dispatch divisions.

## **RULES FOR THE USE OF PAY PLAN**

1. New employees shall start at the first step of the pay grade for their position or at the grade commensurate with their years of experience. The selectmen or their designee shall have authority and discretion to hire new employees at Steps above the first Step in the position of Pay Grade, depending on their judgment of the qualifications and experience of the prospective employee as well as the market conditions.
2. A the end of one (1) year of employment on the employee's anniversary date, a unit employee shall, with a satisfactory or better evaluation, be advanced from their current step to the next step of that employee's position pay grade or higher on the recommendation of the Chief of Police and with the approval of the Selectmen or their designee.
3. The eligibility requirement for each additional step is completion of an additional year of service in each case and recommendation for advancement by the Chief of Police and with the approval of the Selectmen or their designee until the top pay step of the pay grade is reached.
4. Step increases may be granted at other than salary review dates for exceptional service. Such a step increase must be recommended in writing by the Chief of Police and approved by the Selectmen or their designee.
5. If the Chief of Police recommends withholding a Pay Step for performance that is less than satisfactory, the Selectmen or their designee must approve such a withholding. If such a step is withheld, the employee shall have the right to appeal such a withholding. If the step withholding is upheld, the employee shall be eligible for such a step increase six months later, at which time it is expected that the employee will be performing satisfactorily. If granted at such later time, the Step increase will not be retroactive.
6. The Chief of Police, at least thirty (30) days prior to the member's employment anniversary date, shall notify the Town Manager and the member that said member is or is not entitled to Pay Step increment by virtue of his/her employment record. If the Chief of Police does not so notify the Town Manager, it shall be automatically and conclusively presumed that the member is entitled to the Pay Step increase.
7. On April 1<sup>st</sup> of every year, all bargaining unit members shall move into the next pay plan.

STEP ALLOCATION GUIDE

**CONTRACT YEAR 2011 - 2012**

<u>Employee</u>	<u>Date of Hire</u>	<u>On APRIL 1 (2.0%)</u>	<u>Anniversary Step (2.5%)</u>	<u>Rate</u>
Stevens	11/28/2001	P12 (\$23.94)	P13	\$24.54
Meier	08/26/2002	S9 (\$25.72)	S10	\$26.36
DeLuca	04/24/2006	P10 (\$22.78)	P11	\$23.35
Ulwick	04/04/2007	P4 (\$19.64)	P5	\$20.13
Bassett	06/14/2010	P1 (\$18.24)	P2	\$18.24
Perry	07/19/2010	P1 (\$18.24)	P2	\$18.24
Bujeaud	05/20/1997	D12 (\$19.22)	D13	\$19.70
Langmaid	06/10/2000	CD9 (\$20.67)	CD10	\$21.18
Gaites, M	05/17/2010	D1 (\$14.64)	D2	\$15.00
Gaites, J	05/17/2010	D1 (\$14.64)	D2	\$15.00

**CONTRACT YEAR 2012 – 2013\*\***

<u>Employee</u>	<u>Date of Hire</u>	<u>APRIL 1 (1.0 - 3.5%)</u>	<u>Anniversary Step (2.5%)</u>	<u>Rate</u>
Stevens	11/28/2001	P13	P14	
Meier	08/26/2002	S10	S11	
DeLuca	04/24/2006	P11	P12	
Ulwick	04/04/2007	P5	P6	
Bassett	06/14/2010	P2	P3	
Perry	07/19/2010	P2	P3	
Bujeaud	05/20/1997	D13	D14	
Langmaid	06/10/2000	CD10	CD11	
Gaites, M	05/17/2010	D2	D3	
Gaites, J	05/17/2010	D2	D3	

**CONTRACT YEAR 2013 – 2014\*\***

<u>Employee</u>	<u>Date of Hire</u>	<u>APRIL 1 (1.0 - 3.5%)</u>	<u>Anniversary Step (2.5%)</u>	<u>Rate</u>
Stevens	11/28/2001	P14	P15	
Meier	08/26/2002	S11	S12	
DeLuca	04/24/2006	P12	P13	
Ulwick	04/04/2007	P6	P7	
Bassett	06/14/2010	P3	P4	
Perry	07/19/2010	P3	P4	
Bujeaud	05/20/1997	D14	D15	
Langmaid	06/10/2000	CD11	CD12	
Gaites, M	05/17/2010	D3	D4	
Gaites, J	05/17/2010	D3	D4	

**PAY PLAN**

**EFFECTIVE APRIL 1, 2011**

(2.0% cola & 2.5% step)

Grade	Step1	Step2	Step3	Step4	Step5	Step6	Step7	Step8	Step9	Step10	Step11	Step12	Step13	Step14	Step15	Step16
Dispatcher	\$14.64	\$15.00	\$15.38	\$15.76	\$16.16	\$16.56	\$16.97	\$17.40	\$17.83	\$18.28	\$18.74	\$19.21	\$19.69	\$20.18	\$20.68	\$21.21
Chief-Dispatcher	\$16.96	\$17.39	\$17.82	\$18.27	\$18.72	\$19.19	\$19.67	\$20.16	\$20.67	\$21.18	\$21.71	\$22.26	\$22.81	\$23.38	\$23.97	\$24.57
Patrol Officer	\$18.24	\$18.69	\$19.16	\$19.64	\$20.13	\$20.63	\$21.15	\$21.68	\$22.22	\$22.78	\$23.35	\$23.94	\$24.54	\$25.15	\$25.78	\$26.42
Corporal	\$19.15	\$19.62	\$20.11	\$20.62	\$21.13	\$21.66	\$22.20	\$22.76	\$23.33	\$23.91	\$24.51	\$25.12	\$25.75	\$26.39	\$27.05	\$27.73
Sergeant	\$21.11	\$21.64	\$22.18	\$22.74	\$23.31	\$23.89	\$24.49	\$25.10	\$25.72	\$26.36	\$27.02	\$27.69	\$28.38	\$29.09	\$29.82	\$30.57

**EFFECTIVE APRIL 1, 2012**

The April adjustment will be a minimum of 1.0% with a maximum increase of 3.5%. The adjustment will be determined by using the Northeast Urban CPI.

The anniversary step increase will continue to be 2.5% for both Patrol and Dispatch Divisions.

**EFFECTIVE APRIL 1, 2013**

The April adjustment will be a minimum of 1.0% with a maximum increase of 3.5%. The adjustment will be determined by using the Northeast Urban CPI.

The anniversary step increase will continue to be 2.5% for both Patrol and Dispatch Divisions

## ARTICLE XXI

### INSURANCE

#### Health Insurance:

All bargaining unit members will continue as members of the Northern New England Benefit Trust (NNEBT) for the duration of the contract. The Town will continue to pay for single, 2-person, and family plans at the current rates for the current contract. Regardless of first, second, and third year premium increases the Town is responsible for increases over the previous year.

The NNEBT has capped any premium increase at ten (10) percent for the first, second, and third year, if they should occur. If an increase were to occur that is greater than seven and one-half (7.5) percent then the bargaining unit members would pay the percentage greater than seven and one-half (7.5) percent.

(Example: premium increased 10%, Town portion: 7.5% employee: 2.5%)

The NNEBT has the right to change benefits at any time throughout the life of the contract but shall make every attempt to notify the Town Of Lincoln members as soon as possible of any benefit changes.

#### Dental Insurance:

As part of the change to NNEBT Dental Insurance is part of the coverage provided by the Northern New England Benefit Trust (NNEBT).

#### Life and Disability Insurance:

The Town will pay the premium for the current level of life insurance and disability insurance.

Any Bargaining unit member, who is able to demonstrate to the Town that they have obtained adequate health insurance coverage from another source besides the Town and as a result so notifies the Town that coverage by the Town is no longer necessary, will receive from the Town at the end of the calendar year, a lump sum amount equivalent to 15% of the cost of the health premium that the Town would have otherwise paid on behalf of the employee if the employee were enrolled in the Town health insurance program.

Increases in the percentage of premium coverage and the transfer of insurance carriers for the bargaining unit members are considered by the Town to be solely a condition stemming from negotiations of this contract and are not to be interpreted as the precedent from which future contract negotiations will issue.

## **ARTICLE XXII**

### **TERMS OF INSURANCE POLICIES TO GOVERN**

The extent of coverage under the insurance policies referred to in this Agreement shall be governed by the terms and conditions set forth in said policies or plans. Any questions or disputes concerning said insurance policies or plans or benefits there under shall be resolved in accordance with the terms and conditions set forth in said policies or plans and shall not be subject to grievance and arbitration procedures set forth in the Agreement.

The failure of any insurance carrier(s) or plan administrator(s) to provide any benefit for which it has a contract or is obligated shall result in no liability to the Town, nor shall such failure be considered a breach by the Town of any obligations undertaken under this or any other Agreement.

Nothing in this Agreement shall be construed to relieve any insurance carrier(s) or plan administrator(s) from any liability it may have to the Town, employee or beneficiary of any employee.

## **ARTICLE XXIII**

### **RETIREMENT**

The Town of Lincoln agrees to continue the retirement contributions to the New Hampshire Retirement System.

## **ARTICLE XXIV**

### **EMPLOYEE INDEMNIFICATION**

The Town shall defend all employees 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 his/her employment. The Town shall indemnify all employees for any judgments in good faith within the scope of his/her employment, to the extent that the claim is within the scope of coverage of an insurance policy maintained by the Town.

## **ARTICLE XXV**

### **TUITION REIMBURSEMENT**

In accordance with Town policy, The Town shall reimburse full-time employees for fifty (50%) percent of the tuition relating to college courses so long as:

- A. The employee must have worked for the Town for a minimum of one (1) year.
- B. A certificate of course completion with a grade of "C" or better is presented to the Town Manager.
- C. The course, in the opinion of the Chief of Police, is related to the employee's job and will enhance the employee's value to the Town.
- D. Town Manager's approval has been obtained at least thirty (30) days prior to commencement of the course.

- E. The total reimbursement to an employee does not exceed \$900 per course completed per school semester and the total reimbursement to the employee does not exceed \$2000 for all courses completed per fiscal year
- F. The maximum funds to be paid in one year by the Town will be determined by budget appropriation of six thousand (\$6,000.00) dollars. In the event that more applications are received than can be paid in one year, approvals will be made using seniority as criteria

## ARTICLE XXVI

### MILEAGE/MEALS REIMBURSEMENTS

Any employee covered by this Agreement, who is required to use their personal vehicle for work related purposes, shall be reimbursed a mileage allowance at the rate set by the Internal Revenue Service.

All employees shall receive reimbursement for meals, not otherwise provided, while attending any employer sanctioned event, school, or training. If the employee attends a day event, he/she shall be reimbursed for a lunch meal and if his/her training and travel time exceeds twelve hours a dinner meal. If the employee attends an event that includes overnight stays, he/she shall be reimbursed for all meals associated with said event to include meals that occur during travel time.

Meal reimbursement shall not exceed the following per diem rate:

Contract year 2011: Breakfast - \$11.00  
Lunch - \$15.00  
Dinner - \$30.00

Contract year 2012: Breakfast - \$12.00  
Lunch - \$16.00  
Dinner - \$30.00

Contract year 2013: Breakfast - \$12.00  
Lunch - \$16.00  
Dinner - \$32.00

## ARTICLE XXVII

### UNIFORM POLICY

The Town agrees to provide each sworn officer with initial uniforms and replacement uniforms as determined appropriate by the Town. The Town agrees to provide Dispatchers with shirts and jackets as determined appropriate by the Town. Employees must turn into the Chief of Police or his/her designee worn or damaged items when seeking replacement. Upon termination of any kind, the employee shall turn into the Chief of Police or his/her designee all uniform items and equipment issued items with the exception of shoes and caps.

The Town will replace a Sworn Officer's or an employee's personal article of clothing should it become damaged due to unusual circumstances while carrying out his/her normal job responsibilities, (this precludes replacement of clothing due to normal wear).

The Town shall reimburse each employee up to one hundred (\$100.00) dollars in dry cleaning to assist with the cleaning and upkeep of the departmental uniforms. No reimbursement will be made without the proper receipt.

## **ARTICLE XXVIII**

### **SHOP STEWARD**

- A. The Town of Lincoln agrees to recognize one Shop Steward and one Alternate Shop Steward, to cover in his/her absence.
- B. The Employer agrees there shall be no discrimination against any Steward because of his/her duties as a Union Official or member. The Union shall furnish the Employer a list of the Stewards representing the agency and keep the list current.
- C. The employer shall authorize a reasonable amount of time during the regular working hours without loss of the time or pay, to permit the Steward(s) to carry out their responsibilities in accordance with the provisions of this agreement. The Union agrees that it shall guard against the use of excessive time in handling such responsibilities.
- D. Whenever an employee who is a Steward finds that he/she also is the "supervisor" in a grievance procedure, it is agreed that another authorized Steward shall function in that particular grievance.
- E. It is understood that time spent in grievance processing or investigation, which is done by a Union Steward or member when he or she is not working a regular shift, will not be paid for.
- F. The Employer agrees that the Steward(s) shall be able to attend any training relating to being a Steward(s) without loss of time or pay for one (1) day and the one (1) day will be considered a training day for scheduling purposes. The Union agrees that the Stewards(s) shall attend no more than two (2) trainings per year.

## **ARTICLE XXIX**

### **BULLETIN BOARD & DEPARTMENT EMAIL**

The Town shall provide space for a bulletin board in a designated area of each department for Union notices. Employees shall not post notices of derogatory, libelous, or profane nature, and shall be limited to actual Union activity. Employees shall not post Union notices at any other locations other than the approved Union bulletin board. The department's in-house email system shall be an approved form of communication for Union correspondence between its members.

## **ARTICLE XXX**

### **LEGISLATIVE COST INCREASE**

Should the New Hampshire Legislature enact legislation benefiting employees or immediate families of employees covered by this Agreement, where the effect is to increase costs to the Town beyond those which exist at the time this Agreement is executed, such increased cost shall be charged against the total compensation package of the employees covered by this Agreement at the time they are incurred.

The Town may thereafter deduct from wages or benefits provided in this Agreement the amount of such increased costs

“Legislature benefiting employees or immediate families of employees” include but is not limited to pensions or other retirement benefits, sick leave, holidays, other paid leaves, uniform or clothing allowances, training, certification, or educational incentive compensation.

## **ARTICLE XXXI**

### **ENTIRE AGREEMENT**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Therefore, the Town and the Union for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agree that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to, or covered in this Agreement, even though such subjects or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. This Agreement may only be amended during its term by the parties' mutual agreement in writing.

To the extent of any conflict, the provisions of this Agreement supersede any prior practices and/or agreements, whether written or oral unless expressly stated to the contrary herein, and together with any letters of understanding executed concurrently (or after) with the Agreement constitute the complete and entire Agreement between the parties, and concludes collective bargaining (except as provided for in the grievance procedure) for its term.

## **ARTICLE XXXII**

### **SAVINGS**

If any provisions of the Agreement is subsequently declared by legislative or judicial authority to be unlawful, unenforceable, or not in occurrence with applicable statutes, law, ordinances and regulations of the United States of America and the State of New Hampshire, all other provisions of the Agreement shall remain in full force and effect for the duration of this Agreement and the parties shall meet as soon as possible to agree on a substitute provision. However, if parties are unable to agree within thirty (30) days following commencement of the initial meeting, then the matter shall be postponed until contact negotiations are reopened.

## **ARTICLE XXXIII**

### **DURATION OF AGREEMENT**

This Agreement shall be effective as of April 1, 2011 and shall remain in effect until March 31, 2014.

This Agreement shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing one hundred and twenty (120) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

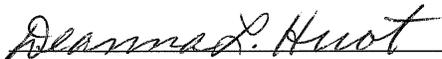
In the event that either party desires to terminate this Agreement, written notices must be given to the other party no less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph

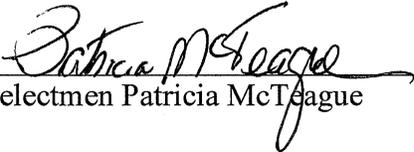
SIGNATURES

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal this 31<sup>st</sup> day of January 2011.

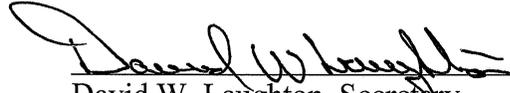
SELECTBOARD, TOWN OF LINCOLN

  
Chairman Peter Moore

  
Selectman Deanna Huot

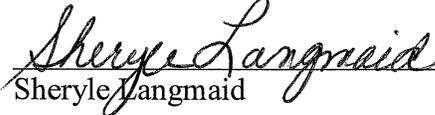
  
Selectmen Patricia McTeague

INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS, LOCAL 633 OF NEW  
HAMPSHIRE

  
David W. Laughton, Secretary-  
Treasurer/Principle Officer

  
Tom Noonan, Business Agent

  
Michael Stevens, Shop Steward

  
Sheryle Langmaid