

**COPY**

**AGREEMENT BETWEEN**  
**THE TOWN OF MOULTONBOROUGH**  
**NEW HAMPSHIRE**  
**AND**  
**THE NEW ENGLAND POLICE BENEVOLENT**  
**ASSOCIATION**  
**LOCAL 52**  
**MOULTONBOROUGH**  
**POLICE BENEVOLENT ASSOCIATION**

**March 17, 2012 - June 30, 2015**

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## **ARTICLE I – PURPOSE AND PARTIES**

This Agreement is entered into by and between the Town of Moultonborough, New Hampshire, hereinafter referred to as the Town, and Local 52, New England Police Benevolent Association, dba the Moultonborough Police Benevolent Association, hereinafter referred to as the Union, pursuant to New Hampshire Revised Statutes Annotated, RSA 273-A. It is the purpose of this Agreement to achieve and maintain harmonious relations between the Town and the Union, and to provide for the equitable and peaceful adjustment of contractual differences which may arise, through proactive, constructive, and cooperative interaction, and to continue the existing harmonious relationship between the Town and its employees, and to promote the efficiency, morale, well being, and security of said employees, and to establish proper standards of wages and benefits, hours, and other conditions of employment.

The parties agree to not discriminate against any employee because of race, color, creed, national origin, sex, sexual orientation, marital status, military status, handicap status, or any other legally protected class status.

## **ARTICLE II - RECOGNITION**

The Town, as ordered by the New Hampshire Labor Relations Board in decision No. 2011-186/Case No. G-0144-1, hereby recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours, settlement of grievances, and other terms and conditions of employment for all permanent full time Sergeants, Corporals, Master Patrol Officers, Police Officers, and the Executive Assistant as well as the full-time and part-time Communication Specialists/Dispatchers employed by the Town of Moultonborough in its Police Department, hereinafter referred to as the Department.

## **ARTICLE III – TERM**

This Agreement shall be in full force and effect upon the ratification of the cost items by the voters at the March 2012 Town Meeting and shall remain in full force and effect through midnight of June 30, 2015 unless otherwise terminated by mutual agreement of the parties. Should one party desire to negotiate a successor agreement it shall provide notice in writing to the other party no less than 180 days before its expiration and no more than 240 days prior to its expiration. Upon said notice the parties shall convene within 30 days to commence negotiation of such a successor agreement.

## **ARTICLE IV – DEFINITIONS & INTERPRETATIONS**

Whenever used in this agreement, the following terms and words shall be defined as indicated below:

**DAYS:** A calendar day without exclusion as to whether or not a day fell on a Saturday, Sunday or legal holiday.

FULL TIME: A person working a regularly scheduled work week of 40 hours on a year round basis.

GENDER: Whenever a male gender is used in this Agreement it shall be construed to include and refer to all employees in job classifications regardless of gender.

GRIEVANCE: An alleged violation, misinterpretation, or misapplication with respect to one or more employees of the express provisions of this Agreement.

IMMEDIATE FAMILY: Spouse, child, step child, mother, father, or a person living in the employee's household.

OFFICER: A person appointed by the Town, irrespective of rank within the Police Department, and sworn to the duties of a Police Officer and performing the duties thereof, in accordance within the rules and regulations of the New Hampshire Police Standards and Training Council and the statutes of the State of New Hampshire.

PART-TIME: A person working a regularly scheduled work week of at least 20 hours on a year round basis.

PERMANENT: A person who has successfully completed an initial period of employment in a probationary status as defined in the Town's Personnel Policy.

SENIORITY: A position occupied in a ranking of employees by their greatest continual length of time in the employ of the Town or in a specific position as dictated by the application of the specific contract provision.

## **ARTICLE V - MANAGEMENT RIGHTS**

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 responsibility to manage the affairs of the Town or any part of the Town. All rights and responsibilities not specifically modified by this Agreement shall continue to remain as the sole and exclusive function of the Town.

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 for the terms thereof, and any subject which was or might have been raised in the course of collective bargaining, but is closed for the term hereof.

Without limitation, but by way of illustration, the exclusive prerogatives, functions, and rights of the Town shall include, but not be limited to, the following:

- a. To direct and supervise all operations, functions and policies of the Town in which the employees in the bargaining unit are employed.
- b. To determine the total number of employees required to perform the duties of the Department, and to adjust the assignment of those employees as necessary for the efficient management of the department.
- c. To relocate, reorganize, or combine the work of divisions, offices, branches, operations or facilities for budgetary or other reasons.
- d. To determine the need for a reduction or an increase in the work force and the implementation of any decision with regards thereto.
- e. To establish, revise, and implement standards for hiring, classification, promotion, evaluation, quality of work, safety, materials, uniforms, appearance, equipment, methods, and procedures. It is jointly recognized that the Town must retain broad authority to fulfill and implement its responsibilities and may do so by oral and written work rule, existing or future.
- f. To implement new, and to revise or discharge, wholly or in part, old methods, procedures, materials, equipment, facilities, and standards.
- g. To assign and distribute work.
- h. To assign shifts, workdays, hours of work, and work locations.
- i. To determine the need for and the qualifications of new employees, transfers, and promotions.
- j. To discipline, suspend, demote or discharge an employee for just cause.
- k. To determine the need for additional educational 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.

Nothing in this Agreement shall be construed to limit the right of the Chief of Police, or his designee, hereinafter referred to as the Chief, to command the Department in any and all emergency situations as deemed appropriate.

#### **ARTICLE VI – UNION & EMPLOYEE RIGHTS**

The rights of employees in the bargaining unit and the Union hereunder are limited to those specifically set forth in this Agreement. There shall be no discrimination, interference, restraint, or coercion by the parties against any employee for his activity on behalf of the Union, or his membership or non-membership in the Union.

## **6.1 Union Membership**

The Union will represent its members with respect to all matters contained herein. However, membership in the Union is not mandatory. Therefore the Town recognizes that non-members who request that the Union provide grievance representation shall be charged the full fair cost to the Union of such non-member representation as the Union may establish from time to time. If the non-member shall be represented by the Union in a grievance and they notify the Union they wish to withdraw the grievance, or the Union shall in its sole discretion determine it shall not represent or continue to represent the non-member then the Union shall notify the Town forthwith in writing.

## **6.2 Union Dues**

The Town agrees to deduct Union dues, on an even bi-weekly deduction basis, from all employees who are covered by this agreement who are Union members and to turn said deductions over on a monthly basis to:

TREASURER  
NEW ENGLAND POLICE BENEVOLENT ASSOCIATION  
7 TECHNOLOGY DRIVE, SUITE 102  
CHELMSFORD, MA. 01863

If an electronic transfer (ET) of said Union dues is made by the Town to the Union, then the Town shall provide on a monthly basis a statement listing those employees paying said dues.

The Union shall provide to the Town, within 30 days of the effective date of this Agreement, an initial listing of all those whom have signed a dues deduction authorization card and indicate the amount to be deducted. The Town shall be notified by the Union promptly upon any additions to or deletions from the initial listing. The deduction of such dues shall commence upon the 1<sup>st</sup> of the month following the notice to the Town. If any employee has no check coming or if the check is not large enough to satisfy the dues, then no deduction will be made from that employee for that period. In no case will the Town attempt to collect fines or assessments for the Union beyond the regular dues. The Union agrees to notify the Town of any changes in the amount of dues one (1) month prior to said change. The Union agrees to hold the Town harmless over any disputes arising out of the collection of said dues.

## **6.3 Union Business & Stewardship**

The Union shall elect a local President, Vice President and Secretary/Treasurer who shall be, in descending order, the official representatives of the Union with whom the Town shall have its discussion relative to any matters relating to this Agreement. The Union shall keep the Town informed of any changes in the roster of the officers and representatives of the Local.

An officer of the Union shall be allowed to take brief, periodic and reasonable amounts of time from their duty day, provided they shall first notify their immediate supervisor and obtain permission, said permission not being unreasonably withheld, to investigate Union

related matters, or negotiations or conferences with the Town and/or the Chief. Time spent by Officers, Representatives, and/or Stewards processing matters related to this agreement and/or the grievance procedure, attending disciplinary sessions with supervisors, and attending disciplinary and/or administrative hearings before appropriate authorities while on-duty shall not effect pay and benefits nor require the official to rearrange their work schedule.

The Town shall grant a collective total of nine (9) days off per fiscal year, without pay, to the members of the Union to attend the Quad-Annual Convention of the New England PBA, training classes to further management-employee relations and the like provided they shall first notify the Chief of their intended absence no less than thirty (30) days prior to said absence and obtain permission, said permission not being unreasonably denied. It is understood that time spent by Officers and Union Representatives on Union related matters while off-duty is non-compensable.

The Union shall be permitted to meet at the Moultonborough Public Safety Complex to conduct business matters so long as the meetings are scheduled at such a time as to not interfere with the normal business operations of the Police Station. The Union shall give a reasonable notice to the Chief on such meetings.

#### **6.4 Union Bulletin Board**

The Town agrees to allow the Union to have space for a desk in the police station, as well as bulletin board space, and the use of an area in the public safety complex for Union informational activities and meetings, provided that all such areas will be kept in a neat and orderly manner, and that any such usage does not interfere with the operation of the Police or Fire Departments. No notice shall be posted on the Union portion of any bulletin board until it has been signed by a Union representative.

### **ARTICLE VII – WORKWEEK & OVERTIME**

#### **7.1 Payroll Period**

Unless otherwise established by the Town, the Payroll Period shall run from Monday through Sunday and pays are issued on a bi-weekly basis.

#### **7.2 Hours of Work**

The regular work week for full time employees, excepting the Executive Assistant, shall consist of a forty (40) hour workweek in five eight (8) hour shifts or four (10) hour shifts. The regular work week for the Executive Assistant shall consist of five eight hour shifts which shall be extended in total length by the length of an unpaid lunch break of no less than 1/2 hour nor more than 1 hour as may be established by the Chief from time to time. The regular work week for part time employees shall consist of shifts of no less than four hours in duration. All employees will be provided with at least two successive days off.

### **7.3 Scheduling of Shifts**

The scheduling of shift times shall be established by the Chief provided that, except as otherwise established herein, shifts will be rotated on the basis of seniority bidding. Shifts shall be available for bidding on cycles of no less than four (4) weeks and no more than thirteen (13) weeks. Notice of bidding shall be done no less than four weeks prior to the start of the new cycle, the schedule shall remain open for bidding for one week from the date of posting, the Chief shall have the right to fill any shifts which are not bid upon, working from the most junior person to the most senior person, and the final schedule shall be posted no less than two weeks prior to the date it is to take effect. Notwithstanding the bidding of shifts by seniority, every employee subject to working a shift schedule must work at least one full cycle of shifts over the course of the year.

Work times for the Executive Assistant shall be established between the hours of 0730 and 2100 hours on Monday through Friday.

Work times for the special assignment personnel such as the Detective, K-9 Handler and School Resource Officer, hereinafter the SRO, shall be on a fixed shift basis as determined by the Chief. Between and inclusive of the first week of school through the last week of school, the SRO fixed shift shall generally be consistent with the school day. The SRO shall be placed on the rotating shift schedule between and including the first full week following the end of the school year and the last full week preceding the opening of the school year.

The foregoing provisions regarding hours of work shall not preclude the parties from agreeing to alternative work schedules during the term of this contract.

### **7.4 Shift Swaps**

Officers may swap shifts with one another by mutual agreement. Such shift swaps may not be for more than seven (7) days, may not result in any overtime costs to the Town, and must be the subject of a written notification to the Chief, on a form to be prescribed by him, signed by all the affected employees, at least 24 hours in advance. The Chief may waive such time limits and disapprove any shift swap if, in his sole opinion, it results in a reduction in rank being present on the shift from what would have otherwise occurred. Any shift swap must be repaid by the officer within fourteen days of the shift that is worked.

### **7.5 Call-Ins & Court Time**

An employee who is called in to work more than one hour prior to the regular scheduled reporting time, or is called back to work more than ½ hour after a shift has ended, or is called in on a day off for court duty, departmental meetings, training, or other duties, shall be credited with a minimum of three hours whether it shall have been worked in its entirety or not. Whenever an employee receives a separate witness fee, stipend, mileage fee or similar reimbursement to that which has been paid by the Town for their services, they shall turn-over or endorse over to the town such monies which shall then become the property of the Town.

## **7.6 Additional Duty**

The Town shall make a good faith effort to equalize the offering of additional duty for coverage of shifts across the full range of officers. Toward that end additional duty shall be offered on the basis of seniority on a rotating list. Unless a shift is refused because the officer is on vacation, already working that shift or the preceding or following shift, a refusal to work shall count as time worked and that person shall not be eligible for additional duty until their name shall next appear in the normal rotation of the list. In the event that there are no volunteers for the additional duty on the first cycle through the roster, the Chief may direct an officer to take the duty working in reverse order from the most junior person to the most senior person.

## **7.7 Grant Funded Duty**

Grant Funded Duty available for specific targeted purposes such as DWI Hunter Patrol, School Bus Patrol and the like shall be made available for a sign-up by any officer without respect to seniority or an attempt to equalize the offerings. A senior officer may “bump” a less senior officer by formally notifying them no less than 72 hours prior to the scheduled start of the duty. If no officer shall voluntarily sign-up for the duty by 72 hours before its scheduled time, the Chief shall have the discretion to assign an officer to any such duty which is not signed up for, working from the most junior person to the most senior person, and such assignments shall not be subject to the “bumping rights” established herein.

## **7.8 Overtime Compensation**

Overtime shall be paid at the rate of time and one half for all hours worked in excess of forty (40) hours in a seven day period of the payroll cycle. In no event, without the mutual agreement of the employee, may the Chief cancel or abbreviate a shift or move an employee to another time slot or day of work to avoid the payment of overtime in a given week.

## **ARTICLE VIII – OFF DUTY DETAILS**

Off-Duty details paid for by other entities, such as those for security at the summer camps, construction, and the like shall be made available for a sign-up by any officer without respect to seniority or an attempt to equalize the offerings. A senior officer may “bump” a less senior officer by formally notifying them no less than 72 hours prior to the scheduled start of the detail. Unless the Chief shall have assigned a town police vehicle to the detail, it shall be the responsibility of the officer to get to and from the site of the detail and there shall be no mileage reimbursement by the Town for any such travel time or mileage. The officer shall be paid \$35.00 per hour for their time on the detail with all such details to be of no less than three hours in duration. If no officer shall voluntarily sign-up for the detail by 72 hours before the event, the Chief shall have the discretion to call in officers from other communities or agencies and such assignments shall not be subject to the “bumping rights” established herein.

**ARTICLE IX – SENIORITY**

The Town shall regularly establish a list of personnel in the department which shall show their initial date of appointment, the date of any subsequent appointment in a higher rank and other status as a Union member. It shall also show an “adjusted seniority date” to reflect any periods of time during which they are not eligible to accrue benefits as established herein. In the event of persons being appointed on the same day seniority shall be determined by the alphabetical order of the last name with the person closest to the letter “A” being the more senior person.

**ARTICLE X – RULES, REGULATIONS, POLICIES & PROCEDURES MANUAL**

The Union accepts the Rules, Regulations, Policies and Procedures Manual and implementation directives and memorandum, hereinafter the Manual, in effect for the Department as of the signing of this Agreement in its entirety except where the Manual is in conflict with or tends to modify any clause of this Agreement, in whole or in part, in which case the Agreement will prevail. The Manual may be periodically updated as the Chief and/or Town deems appropriate, subject to bargaining with the Union on such items as may be lawfully required.

**ARTICLE XI – BENEFITS & PERSONNEL PRACTICES**

The Union accepts the Moultonborough Personnel Policy and implementation directives and memorandum, hereinafter collectively the Policy, in effect as of the signing of this Agreement in its entirety except where the Manual is in conflict with or tends to modify any clause of this Agreement, in whole or in part, in which case the contract will prevail. The Policy may be periodically updated as the Town deems appropriate, subject to bargaining with the Union on such items as may be lawfully required.

**ARTICLE XII – ABSENT LEAVE**

Employees will earn a bank of leave time, and may use the same to be absent from work with pay, in accordance with the terms and conditions of this section:

**12.1** Full time employees shall accrue leave time in accordance with following schedule:

<b>Term of Service</b>	<b>Accrued Hours Per Week</b>
0 – 1 Years	3.00
1+ – 5 Years	4.00
5+ – 10 Years	4.50
10+ – 15 Years	5.00
15+ – 20 Years	5.50
20+ – 25 Years	5.75
Over 25 Years	6.00

**12.2** Part time employees shall accrue leave time on the basis of the same schedule provided that it shall be pro-rated by a percentage to be determined for the first year upon the basis of the hours they are informed they will work in their appointment letter, divided by 2000, and thereafter by a percentage to be determined by the total hours in the prior year that they actually worked divided by 2000.

**12.3** Accruals hereunder shall be capped at 500 hours for full time employees and 200 hours for part-time employees. At the time of conversion to this new system of absent leave, the vacation time and sick time that any employee has on the books shall be consolidated into one single number. Any employee who has time in excess of the caps established herein shall not lose such excess time but shall not accrue any new time until they would otherwise be in keeping with said cap.

**12.4** Except as may otherwise be prescribed by statute, leave time shall cease to accrue upon an absence from work for more than thirty (30) days. Leave time will begin to accrue again upon the first of the month following the employee's return to work. Employees who are not accruing leave time will not be paid for holidays which occur during this non-accrual time period but will have the right to use leave time to otherwise be paid for such a day.

**12.5** Leave time may be used, for the purposes of vacation, illness or disability, to attend physical or dental examinations, to attend to the care of members of one's immediate family, a contribution of time to the Town sick bank in accordance with the provisions thereof, maternity leave, a work related injury and personal needs. It shall be requested on and/or confirmed on a Town prescribed form. It must be used in increments of even whole hours (i.e. 1, 3, 5, 8, etc). It may not be used during the first six months of employment.

**12.6** All leave, other than that being used for illness, injury, or emergency purposes must be requested in advance on the leave forms prescribed by the Town and approved by the Chief prior to using the leave time. The use of all other leave time shall be documented upon a form to be prescribed by the Chief.

**12.7** With respect to the usage of leave time for vacation, the SRO shall be limited to taking vacation leave during days when school is not in session. They may however, under a circumstance that might so justify their absence, request from the Chief, at his sole discretion, permission to take vacation during such periods. No employee shall, without prior specific approval of the Town Administrator upon the advice of the Chief, take more than 3 full calendar weeks of leave at any one time. All employees with five years or less service time must take one full week of vacation time at some point in the calendar year. All employees with more than five years of service time must take two full weeks of vacation time at some point in the calendar year. If such vacation has not been scheduled through the normal and

ordinary process by September 1 of a given year (April 1 of a given year if the Town should convert to a fiscal year) the Chief will have the discretion to fix the time period(s) in which the employee shall take such vacation time off.

**12.8** With respect to the usage of leave time for illness or disability, an employee shall notify the Chief at their first awareness that they will be unable to report to work as scheduled, but in no event later than one hour prior to the scheduled start of their shift, or the paid leave time may not be allowed. After three (3) continuous days of sick leave use the employee will be required to present a certification from a licensed medical practitioner, hereinafter the certification, that shall inform the Town as to the reason for the absence and the expected date of follow-up and/or return to work. No continuing payments for an absence related to illness will be made without such a certification having been filed. No return to work will be allowed without a certification as to the employee's fitness to return to the duties of the position occupied.

The Town reserves the right, at its expense, to refer any employee returning to work under a certification to its physician for a second opinion and certification as to fitness for duty. When the Chief has a reasonable belief that the employee is inappropriately representing that the use of absent leave is for an illness, he shall so notify the employee and upon a subsequent event causing a similar belief may require a certification from the employee's a licensed medical practitioner to the validity of the absence. If the certification validates the employee's use of absent leave for this purpose the Town shall be responsible to reimburse to the employee their out-of-pocket costs for obtaining such certification.

**12.9** With respect to the usage of leave time for the care of members of the immediate family, no employee shall, without prior specific approval of the Town Administrator upon the advice of the Chief, be allowed to be compensated for more than 3 full calendar weeks of leave at any one time.

**12.10** With respect to the usage of time for maternity leave, such leave shall commence at a reasonable time prior to birth as recommended by the attending physician and shall extend for a period not to exceed ninety (90) days after birth. The employee, prior to returning to work, shall provide the employer with a certification that the employee is able to perform his/her regular duties. Any employee who has been granted a leave of absence for maternity reasons, who fails to return to work upon the expiration of such leave shall be deemed to have voluntarily terminated employment.

**12.11** With respect to the usage of leave time to supplement workers compensation benefits in order to receive 100% of the pre-injury base weekly compensation received prior to the work related injury compensable under the worker's compensation law, the calculation of the number of hours to be used shall be made by the Town, which shall reduce any fractional

hours calculated to the lower whole hour. Any such calculations by the Town shall be at its sole discretion and not subject to the grievance procedure.

**12.12** Upon the employee's separation of employment with the Town, they shall be entitled to draw any remaining leave time provided that all such draws shall be capped at a maximum of 240 hours for a full-time employee and 120 hours for a part-time employee.

### **ARTICLE XIII – COMPENSATION & REIMBURSEMENTS**

**13.1** Effective April 1, 2012 the Labor Grade and Step schedule applicable to the Union positions shall be adjusted to reflect a 2.5% cost of living increase for the employees covered herein.

**13.2** Should the Board of Selectmen adjust the Town's compensation plan by the application of a general cost of living increase at any time between April 1, 2013 and June 30, 2015, the Labor Grade and Step schedule applicable to the Union positions shall be adjusted to reflect the same increase and it shall be paid to the employees covered herein.

**13.3** The Town reserves the right to determine if it shall pay over to the employee any stipend or reimbursement due to them for cell phone, mileage, meals or the like by means of an account payable check or on their compensation check.

### **ARTICLE XIV – INSURANCES**

The Town shall provide its full time employees, subject to any future agreements between the parties or changes imposed by the insurance carriers outside the control of the Town, access to a group health insurance program which is substantially equivalent to the Matthew Thornton Blue 10 RX\$10/20/45/M\$ Same program, a group dental plan substantially equivalent to the Delta 3C program, a life insurance policy equivalent to 1 times the annual base salary rounded to the next higher \$1,000 with a maximum value of \$50,000, and a long term disability insurance policy of 60% of the employee's base monthly earnings with a maximum monthly benefit of \$6,000 and subject to a 90 day waiting period. The Town, in its sole discretion, retains the right to offer additional, alternative, or better programs and the action of doing so shall not obligate the Town continue to do so when it deems it in the best interests of the Town.

The Employee shall contribute 10% of the costs of coverage on themselves and 10% of the costs of any such plan above those incurred for the employee as an individual. The Town shall contribute the balance of the costs of coverage. Said 10% employee share is acknowledged to be 4% which shall be increasing on January 1, 2013, and then annually on January 1 thereafter, by two (2) percentage points each adjustment period until it is to reach the 10% contribution rate established herein. Notwithstanding the foregoing escalating schedule of employee contribution rates for the insurance programs in which they shall enroll, the annual adjustments on January 1 of any given year shall not be implemented for that one year if the Town shall not have adjusted its compensation plan during the preceding calendar year by an increase of two (2) percentage points or more.

During the annual insurance open enrollment period an eligible employee may receive 30% of the cost the Town would otherwise have incurred for that employee if the employee elects not to have any health insurance coverage. The Opt Out cash payment will be capped at \$6000.00. The applicant for the program will be required to provide proof of health insurance coverage from other sources and execute an acknowledgment of the rules of the program. Prior to the next annual enrollment period, employees may only re-enroll in the health insurance plan if they have a triggering "change in circumstance". Such Opt-Out payments are not used in overtime or pension calculations.

All employees shall be ineligible for a Town contribution to the various insurance programs upon the date of their separation from the service of the Town. They shall, however, be eligible to continue various policies for the balance of the month and thereafter in accordance with the Town's COBRA procedures and any conversion rules established by the programs.

#### **ARTICLE XV – UNIFORM & EQUIPMENT**

The Town shall initially equip an officer or communications specialist with the requisite uniforms and equipment for them to perform their job in a proper manner and with a proper look of professionalism that reflects well upon the Town. The required inventory of such items, together with the listing of any minor incidentals the officer may need to supply for themselves, shall be as established from time to time by the Town in its Policy. All items are the property of the Town, excepting those minor incidentals the officer must supply for themselves, are for official use only, and shall be properly used and maintained in accordance with this section.

The Town shall pay the officer the sum of One Thousand Dollars (\$1,000.00) annually and the communications specialist the sum of Zero Dollars (\$0.00) annually toward their costs of supplying, replenishing, altering and cleaning the items for which they are thereafter responsible. Such payment shall be made in March if the Town shall remain on a calendar year budget and August if the Town shall convert to a fiscal year budget. If an employee has not been in the employ of the Town the full twelve months of the prior fiscal year, the payment shall be apportioned in accordance with how many full months they did work in the Town's employment. If an employee shall be on leave for a compensable injury under workers compensation or a sick leave of more than 30 days, or on Family and Medical Leave Act, or any such similar extended leave, this payment shall not be made until the employee returns to work and shall be reduced by the portion of the year for which they were not on the roster in active employment.

If an employee's employment with the Town is terminated for any reason during the course of the year, the employee shall return all uniforms and equipment issued to them as property of the Town and any unused portion of the allowance. Said unused portion shall be deducted from their last pay check to be issued by the Town. If said final pay is less than the amount due to the Town, the employee shall immediately reimburse the Town all sums owing under this paragraph. The authority for such deduction, and the responsibility for such payment, shall be acknowledged on a form to be provided by the Town upon the issuance of the items.

Any apportionments of payments or amounts owed under this Article shall be made by dividing the number of whole months, left in the period (a resignation on April 14 with a fiscal year ending December 30 has 8 whole months left in the year) divided by 12 multiplied by the amount having been paid ( $8/12 * \$1,000$  equals \$667 due back to the Town).

In the instance of damage to the items which renders the item unusable, the Town shall issue the new item to the employee. If, in the opinion of the Chief, the item is rendered unusable due to neglect, misuse, lack of proper care or negligence by the employee, the cost of the new item will be borne by the employee as a deduction from the next pay check.

## ARTICLE XVI - GRIEVANCE AND ARBITRATION

### 16.1 Filing

Grievances shall be filed, by an employee or employees or the union on their behalf, in writing on a form to be agreed upon by the parties which shall be used to track all actions on the grievance, in accordance with the provisions of this article. Said form shall include:

- a. The nature and facts pertaining to the grievance;
- b. The nature and extent of injury, loss, or inconvenience;
- c. The alleged violation, misinterpretation, or misapplication of the agreement including a specific reference to the Agreement;
- d. The remedy that is desired; and
- e. The signature of the grievant and/or the Union official.

A failure to follow the process detailed herein shall be deemed a waiver of the grievance.

### 16.2 Processing

A grievance must start at Step 1, unless otherwise noted, and proceed through each Step thereafter until a settlement is reached. If a grievance is settled in any one of the steps, it will be considered closed and the grievance will not be subject to the grievance procedure thereafter.

**Step 1:** The grievance will be presented to the immediate supervisor within seven (7) days of the incident or matter alleged to be suitable for this process. The immediate supervisor shall have ten (10) days to respond to the grievant in writing. If the grievance is directed at the immediate supervisor, the grievance may start at Step 2.

**Step 2:** Failing a settlement at Step 1, the grievant may present the grievance to the Chief within seven (7) days of the receipt of the reply due in Step 1 or the expiration of the time for a response. The Chief shall reply in writing to the grievance within ten (10) days after receipt of said grievance. If the Chief is unavailable for response, this time period shall be automatically extended until his return, but under no circumstances shall the time period be more than fifteen (15) days.

**Step 3:** Failing a settlement at Step 2 the grievant may present the grievance to the Town Administrator within seven (7) days of the receipt of the reply due in Step 2 or the expiration of the time for a response for consideration by the Board of Selectmen who shall reply in writing to the grievance within fifteen (15) days after the Town Administrator's receipt of such grievance.

**Step 4:** Failing a settlement at Step 3 the grievant may present the grievance and all related documentation to the Union for their consideration of a request for arbitration.

### **16.3 Arbitration**

If the Union is presented with a request at Step 4 and it not satisfied with the disposition of a grievance by the Board of Selectmen it may file in writing within seven (7) days with the Town Administrator of the Union's intent to submit the grievance to arbitration. The Union shall file its Request for Arbitration with the New Hampshire Public Employee's Labor Relations Board within seven (7) days of the filing of its notice of intent with the Town Administrator, with a copy to the Town Administrator, and the arbitrator shall be selected through the procedures of said body. The arbitrator shall have no power to add to, ignore or modify any of the terms and/or conditions of this Agreement.

If within the scope of his authority and under this agreement, the decision of the arbitrator shall be considered final and binding upon the Town, the Union, and the aggrieved employee. The arbitrator shall furnish a written decision within thirty (30) days of the close of the arbitration hearing. No party acting under Step 4 will have any power to award monetary damages (other than loss wages and benefits), make any changes to, modification or alteration of, addition to, or subtraction from any terms of this agreement. All decisions rendered by the Arbitrator shall be final and binding on both the Town and the grievant/Union.

The cost and expense of the arbitrator shall be shared equally by the Town and the Union.

### **16.4 Discussions and Settlement**

This grievance procedure shall not limit the normal process of discussions between employees and/or the Union and Management in which minor issues may be resolved. If settlement occurs between the parties, such discussions shall not be considered "grievances" and, as such, shall not need to be documented. If settlement does not occur between the parties, such discussions, if deemed necessary by the Union shall be considered a "grievance" and shall begin at the first appropriate Step.

### **16.5 Time Limits**

If the grievance is not filed within the time limits listed it shall be considered withdrawn and the matter settled. If the grievance is not answered within the time limits listed it shall be considered denied. All time limits set herein may be extended or waived by mutual agreement of the Town and the Union.

## ARTICLE XVII – WAIVER

The parties agree that each side had a full opportunity during the course of negotiations to bargain over any and all mandatory bargaining subjects, whether or not included in this Agreement. Accordingly, as to any such matter over which the contract is silent, excepting those items the subject of mandatory bargaining, the Town retains the right to make changes with prior consultation with the Union.

## ARTICLE XVIII – SEVERABILITY CLAUSE

If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid by any court action or by reason of existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

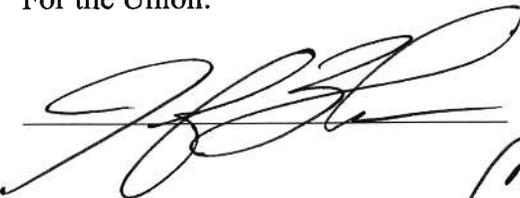
## ARTICLE XIX – COMPLETE AGREEMENT

This agreement is a complete and total understanding between the parties and supersedes all previous agreements, policies, procedures, and/or understandings. The parties acknowledge that during 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 understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement.

The parties may mutually agree to reopen negotiations on any subject, matter, or provision of this agreement, except a cost time as defined by statute, at any time. The entirety of this Agreement shall remain in full force and effect during such negotiations. Any amendment hereto agreed to by the parties shall be reduced to writing and executed in the same manner as this original Agreement.

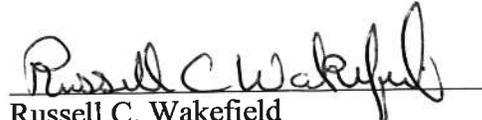
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers and representatives on this 1 day of February, 2012.

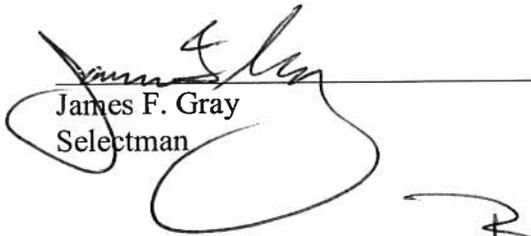
For the Union:

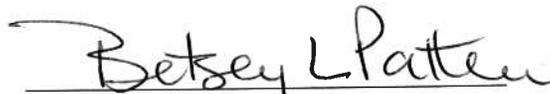

For the Town:

  
Joel R. Mudgett  
Chairman

  
Russell C. Wakefield  
Selectman

  
James F. Gray  
Selectman

  
Edward J. Charest  
Selectman

  
Betsey L. Patten  
Selectman

Attest:

I hereby attest that at the Town Meeting of March 13, 2012 the legislative body did approve Article 10 providing funding for this Agreement and it is therefore in full force and effect as of that date.

  
Barbara Wakefield, Town Clerk

## Appendix A

### Moultonborough Police Department Department Initial Issue vs. Clothing Allowance Officers

Department Initial Issue	Clothing Allowance
<p>Long sleeve shirts Tie Short sleeve shirts Pants BDU pants Sweater Embroidered windbreaker Embroidered polo shirt Winter coat Lightweight coat Leather field boots Winter boots Straw campaign hat Felt campaign hat MPD Wallet Badge</p> <p><b>These items are subject to continual replacement by the Town:</b></p> <p>State seal collar brass Nametag Academy pin Tie Clip Duty belt</p>	<p>Long sleeve shirts Tie Short sleeve shirts Pants BDU pants Sweater Embroidered windbreaker Embroidered polo shirt Winter coat Lightweight coat Leather field boots Winter boots Straw campaign hat Felt campaign hat MPD Wallet badge Clipboard* Cross pens* Duty bags* Black t-shirts* Gloves* Dry-cleaning Alterations</p>
<p>Portable radio Traffic vest Campaign hat cover MPD baseball hat MPD winter hat</p>	