

COPY

AGREEMENT BETWEEN

THE

TOWN OF MOULTONBOROUGH

NEW HAMPSHIRE

AND

THE

NEW ENGLAND POLICE BENEVOLENT

ASSOCIATION

LOCAL 52

MOULTONBOROUGH

POLICE BENEVOLENT ASSOCIATION

July 1, 2022 – June 30, 2025

COPIES

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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, pregnancy 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, as further modified by order of the New Hampshire Supreme Court on October 16, 2012, 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 regular full time Master Patrol Officers, Police Officers, 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 May 2022 Town Meeting and shall remain in full force and effect through midnight of June 30, 2025 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 240 300 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, stepchild, 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 with 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.

REGULAR: 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 funds transfer (EFT) 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 1st 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 Lead Communication Specialist/Administrative 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 Lead Communication Specialist/Administrative Assistant generally consists of a 40-hour workweek between the hours of 7:00 AM and 11:00 PM and shall be subject to change from time to time at the discretion of the Chief. 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 for regular employees who are assigned to work a shift schedule shall be established by the Chief or designee (the "Scheduling Officer") provided that, except as otherwise established herein, shifts will be rotated on the basis of seniority bidding. Shifts shall be available for bidding for the entirety of an upcoming calendar year in blocks of no less than four (4) weeks and no more than eight (8) weeks. Notice of bidding shall be posted on or about October 1 annually and the schedule shall remain open for bidding for three weeks from the date of posting and the final schedule shall be posted no later than November 15th. The bidding of shifts will take place by the most senior employee requesting their shifts to be worked for the bidding period followed by the next senior employee requesting the shifts and so on down the seniority list to the least senior employee. The Chief shall have the right to fill any shifts, working from the most junior person to the most senior person, which are not bid upon at the initial time the schedule is constructed. Notwithstanding the bidding of shifts by seniority or voluntary shift swaps, every employee assigned to working a shift schedule must work at least one full cycle of shifts over the course of the year and may not work the same shift for more than two consecutive blocks of time.

The Chief may, at his discretion, reassign an officer for a period of not less than 30 days and not more than 60 days in order to assure shift coverage. Reassignments will only occur under special circumstances, including but not limited to extended absences due to medical or administrative leaves of absence; specialty assignments within the Department or with outside agencies; training assignments; or similar circumstances that result in a need for extended leave.

Prior to reassigning an officer under this provision, the Department will first seek volunteers for the shift reassignment. If more than one officer volunteers, selection will be made in accordance with the shift bid procedures. If there are no volunteers, reassignments will be made on a reverse seniority basis. No employee shall be reassigned under this provision more than one time per calendar year.

Notification to any affected employee will be no less than 30 days prior to the change.

Work times for any special assignment personnel, such as a Detective, K-9 Handler or School Resource Officer, hereinafter the SRO, shall be on a fixed schedule as determined by the Chief. Between and inclusive of the first week of school through the last week of school, the SRO schedule 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

Employees 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 Scheduling Officer, 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 or 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 Chief may, at his sole discretion, post additional duty opportunities resulting from employee absences. The Town shall make a good faith effort to assure that additional duty that is offered is equalized 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. For the purposes of this section, the phrase "worked" shall mean (a) time spent physically performing work for

which the employee is entitled to compensation, and (b) the use of absent leave which the employee has earned during the course of their employment.

7.9 Compensatory Time

Compensatory time may be used in lieu of overtime by mutual agreement. When compensatory time off is taken in lieu of paid time for overtime work it shall be accrued at the rate of one and one half (1½) hours for each hour of overtime worked. An employee may accumulate a maximum of 40 hours of compensatory time. Any compensatory time taken shall be at the sole discretion of the hief. Such requests to take time off shall not be unreasonably denied.

ARTICLE VIII – OFF DUTY DETAILS

8.1 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. 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.

8.2 Effective July 1, 2022, the officer shall be paid \$55.00 per hour for their time on the detail with all such details to be of no less than three hours in duration.

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. Without prejudice to the Town's right to make such updates as are not subject to bargaining, the Town shall give notice of proposed changes forty-five (45) days prior to the anticipated date of adoption to provide an opportunity for discussion between the parties.

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:

Term of Service	Accrued Hours Per Week
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. Use of paid leave time shall run concurrent with an employee's use of unpaid FMLA leave of absence. An employee who fails to return to work upon exhaustion of all available leave shall, absent extenuating circumstances as determined at the Town's sole discretion, be terminated from 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 periods when school is in session. 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 confirm that the absence was medically necessary 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 The Town shall provide pregnant employees with an unpaid leave of absence for the period of physical disability resulting from childbirth and related health conditions. Pregnancy related leave shall run concurrent with the use of FMLA leave. The duration of the leave period shall be determined by the employee's health care provider. While on unpaid maternity leave, an employee may use absent leave until it is exhausted. 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.

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.

12.13 Employees are eligible to receive Police Holiday Pay equivalent to eleven (11) days' pay.

ARTICLE XIII – COMPENSATION & REIMBURSEMENTS

13.1 Effective July 1, 2022 bargaining unit employees shall receive a cost-of-living wage adjustment of three and a half percent (3.5%) as outlined in the Appendix B.

13.2 Effective July 1, 2023 bargaining unit employees shall receive a cost-of-living wage adjustment of three percent (3%) as outlined in the Appendix B.

13.3 Effective July 1, 2024 bargaining unit employees shall receive a cost-of-living wage adjustment of two and a half percent (2.5%) as outlined in the Appendix B.

13.4 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.

13.5 Promotions: Whenever a person is promoted, they shall be placed on the first step of the new grade which shall give them an increase in compensation of at least 2% above their former grade and step (the 102% rule).

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 Anthem AB20(01S) RXR10/25/40M10/40/703K(S). 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 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.

Those Employees who are in the employ of the Town as of January 1, 2015 shall contribute 10% of the costs of such coverage. Those employed by the Town after said date shall contribute 15% of the costs of such coverage. The Town shall contribute the balance of the costs of coverage.

During the annual insurance open enrollment period an eligible employee may receive 30% of the cost the Town would otherwise have incurred for a single person health insurance plan, which shall be disbursed on a pro-rata basis with their compensation, 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.

Cadillac Tax

A. In the event that the health benefit plan offered in accordance with this Agreement becomes subject to the excise tax on high-cost health plans, the Town shall provide the Union with notice within seven (7) days of the employer becoming aware that the plan may be subject to the tax based on prospective costs exceeding the applicable dollar limit established pursuant to 26 U.S.C. § 49801. The notice will include the prospective costs of the plan(s) and be accompanied by statements from the health insurer, carrier, and/or plan actuary certifying that costs for the ensuing plan year shall exceed the applicable limit. The Employer shall promptly provide the Union with information relevant and necessary to verifying prospective plan costs subject to any restrictions under law.

B. Within thirty (30) days of the notice described in subsection A above, the Town shall provide the Union with plan design change options (increases in co-insurance, co-payments, deductibles, narrower networks, higher out of pocket limits, etc.) accompanied by the cost reduction to the plan associated with each change. The Employer shall obtain estimated plan cost reductions for other plan design options proposed by the Union. The Union shall select from the plan design options offered by the Town plan changes including the options proposed by the Union that will reduce prospective plan costs below the applicable dollar limits. In the event that the Union fails or refuses to select plan changes, the Town may implement a plan change of its choosing that will reduce prospective plan costs below the applicable dollar limits.

C. Fifty percent (50%) of the Town's costs savings resulting from plan design changes shall be used to offset required health care benefit contributions from employees. Upon application of the plan design cost savings, the employee percentage contribution in each year described in Article III shall not change, but the Town shall reduce the total amount paid by employees by the amount saved by the Town at each tier level.

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).

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 paycheck 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 paycheck.

ARTICLE XVI – GRIEVANCE AND ARBITRATION

16.1 Filing

Prior to the filing of a grievance, the grievant(s) will make every effort to resolve the matter orally with the appropriate supervisor. If this discussion fails to resolve the matter within 7 days, or the appropriate supervisor is not available during that time period, a formal grievance may then 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 including the date upon which the incident or matter giving rise to the grievance occurred.
- 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 formal 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 fourteen days of the incident or matter alleged to be suitable for this process. The immediate supervisor shall have fifteen (15) 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 is 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

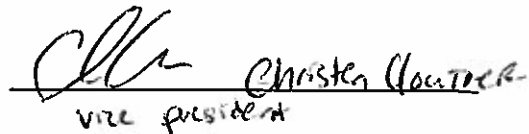
from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement.

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 28th day of March 2022.

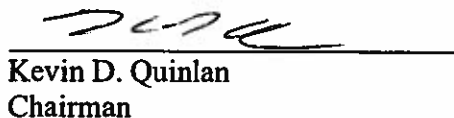
For the Union:

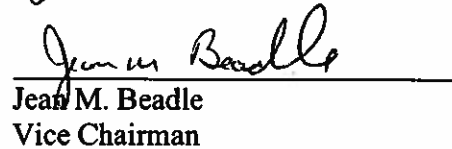

Elijah Balser
Pres. Int.

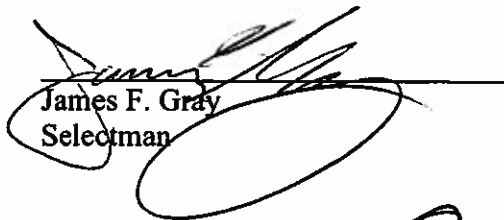

Kristen Goutier
Vice President


Karen Ann Jones
Secretary

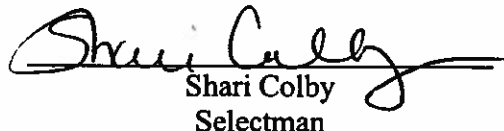
For the Town:


Kevin D. Quinlan
Chairman


Jean M. Beadle
Vice Chairman


James F. Gray
Selectman


Charles M. McGee
Selectman


Shari Colby
Selectman

Attest:

I hereby attest that at the Town Meeting of May 2022 the legislative body did approve the warrant article providing funding for this Agreement and it is therefore in full force and effect as of that date.


Julia Marchand, Town Clerk

APPENDIX A

Moultonborough Police Department Department Initial Issue vs. Clothing Allowance Officers	
Department Initial Issue	Clothing Allowance
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* Uniform hat(s) Uniform & Wallet Badge	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* Uniform hat(s) Uniform & Wallet badge Clipboard* Cross pens* Duty bags* Black t-shirts* Gloves* Dry-cleaning Alterations
These items are subject to continual replacement by the Town:	
State seal collar brass Nametag Academy pin Tie Clip Duty belt	Portable radio Traffic vest Uniform hat cover MPD baseball hat* MPD winter hat*

Department Initial Issues (cont'd) Clothing Allowance (cont'd)

Inner belt	Bulletproof vest	
Duty holster	Badges	
OC case	MPD collar brass	
Magazine case	2 pairs of handcuffs	
Radio holder	ASP expandable baton	
Taser holster		
Handcuff case/strap		
ASP holder		
Keepers		
Sig P320		
LWRC rifle		
O.C.		
Taser	High visibility raincoat	

* Considered "Minor Incidentals" and not required to be turned in at termination.

APPENDIX B

MOULTONBOROUGH POLICE COLLECTIVE BARGINING AGREEMENT 2021 WAGE SCALE

Wage Scale 04/01/2021

	Step 1		Step 2		Step 3		Step 4		Step 5	
	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual
	2021	**	2021	**	2021	**	2021	**	2021	**
Patrol Officer	\$23.72	\$49,337.60	\$24.54	\$51,043.20	\$25.26	\$52,540.80	\$26.00	\$54,080.00	\$26.78	\$55,702.40
MPO/Detective	\$27.48	\$57,158.40	\$27.96	\$58,156.80	\$28.97	\$60,257.60	\$29.78	\$61,942.40	\$30.59	\$63,627.20
Com. Specialist.	\$18.75	\$39,000.00	\$19.03	\$39,582.40	\$19.32	\$40,185.60	\$19.61	\$40,788.80	\$19.90	\$41,392.00
	Step 6		Step 7		Step 8		Step 9		Step 10	
	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual
	2021	**	2021	**	2021	**	2021	**	2021	**
Patrol Officer	\$27.57	\$57,345.60	\$28.37	\$59,009.60	\$29.23	\$60,798.40	\$30.09	\$62,587.20	\$31.03	\$64,542.40
MPO/Detective	\$31.45	\$65,416.00	\$32.41	\$67,412.80	\$33.33	\$69,326.40	\$34.28	\$71,302.40	\$35.74	\$74,339.20
Com. Specialist.	\$20.20	\$42,016.00	\$20.50	\$42,640.00	\$20.81	\$43,284.80	\$21.12	\$43,929.60	\$21.44	\$44,595.20
	Step 11		Step 12		Step 13		Step 14		Step 15	
	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual
	2021	**	2021	**	2021	**	2021	**	2021	**
Patrol Officer	\$31.44	\$65,395.20	\$31.84	\$66,227.20	END OF SCALE					
MPO/Detective	\$35.74	\$74,339.20	\$36.13	\$75,150.40	END OF SCALE					
Com. Specialist.	\$21.75	\$45,240.00	\$22.08	\$45,926.40	\$22.41	\$46,612.80	\$22.76	\$47,340.80	\$23.09	\$48,027.20
	Step 16		Step 17		Step 18		Step 19		Step 20	
	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual
	2021	**	2021	**	2021	**	2021	**	2021	**
Patrol Officer	END OF SCALE									
MPO/Detective	END OF SCALE									
Com. Specialist.	\$23.44	\$48,755.20	\$23.79	\$49,483.20	\$24.15	\$50,232.00	\$24.52	\$51,001.60	\$24.88	\$51,750.40

