

TOWN OF NEWMARKET
AND
NEW ENGLAND POLICE BENEVOLENT ASSOCIATION LOCAL 215
COLLECTIVE BARGAINING AGREEMENT
JULY 1, 2023 THROUGH JUNE 30, 2026

PREAMBLE

This Agreement made and entered into by the Town of Newmarket, New Hampshire, a municipal corporation hereinafter referred to as the “Town,” and Local No. 215 of the New England Police Benevolent Association, hereinafter referred to as the “Union”.

It is the intent and purpose of this Agreement to set forth the terms and conditions of employment and to establish the wages, hours, and other conditions of employment for employees covered by this Agreement.

RECOGNITION AND BARGAINING UNIT DESCRIPTION

Section 1:

The Town recognizes the New England Police Benevolent Association of New Hampshire as the sole and exclusive bargaining agent for the employees of the bargaining unit for the purpose of collective bargaining as to salary, wages, and fringe benefits.

Employees in the following ranks/classifications have been certified (Case No. G—0173-3/Decision No. 2012-195 – August 20, 2012) as being included in the bargaining unit:

Sergeants, Patrolmen, Communication Supervisor, and Dispatchers.

Section 2:

Excluded from recognition and this Agreement are all employees in the following classifications:

Chief of Police

Lieutenant

Administrative Assistant

ARTICLE 1

EMPLOYEE RIGHTS

Section 1:

Both the Town and the Union agree not to discriminate against any employee covered by this Agreement in order to discourage or encourage membership in the Union, or to discriminate against any employee because he/she has engaged in activity required by this Agreement or because he/she had given testimony or taken part in a grievance procedure or any other legal proceeding.

Section 2:

The Town and the Union agree not to discriminate against any employee covered by this Agreement because of race, religion, creed, color, age, handicap, national origin, or sex.

ARTICLE 2

MANAGEMENT RIGHTS

Section 1:

Except to the extent that there is contained in this Agreement an express and specific provision to the contrary, all of the authority, power, rights, jurisdiction, and responsibility of the Town and the Police department are retained and reserved exclusively to the Town and the Chief of Police including, but not limited to, the right to manage the affairs of the Town and the department and to maintain and improve the efficiency of its operations; to determine methods, means, process and personnel by which operations are to be conducted; to determine the size and direct the activities of the Police Department; to determine the schedule and hours of duty consistent with this Agreement and the assignment of employees to work; to establish new job classifications and job duties and functions, to require from each employee the efficient utilization of his services; unless otherwise conditioned by this Agreement; to hire, promote, assign and retain employees; and for just cause to discipline, suspend, demote, and discharge employees, to promulgate and support reasonable rules and regulations pertaining to the operations.

Section 2:

Both the Town and the Union agree that the most efficient, effective, and productive manner for the delivery of police services, as determined by the Chief of Police, is of paramount importance and is the ultimate goal of the parties.

Section 3:

Nothing in this Agreement shall be construed to limit the right of the Chief of Police or other administrative personnel to command the Police Department as their judgment directs them in any and all emergency situations as they deem appropriate.

ARTICLE 3

NO STRIKES OR LOCKOUTS

Section 1:

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

Section 2:

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

Section 3:

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

Section 4:

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

Section 5:

In no event will the Town conduct a lockout.

ARTICLE 4

NON-DISCRIMINATION

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

ARTICLE 5

DUES AND OTHER DEDUCTIONS

Upon receipt of any individually written authorization by a Union member covered by this Agreement and approved by the authorized officer of the Union, the Town agrees to deduct from the pay of each Union member so authorized the current Union dues as certified to the Town by the Treasurer of the Union. Said deduction shall be made bi-weekly provided, however, that if any employee has no check coming to him/her or if the check is not large enough to satisfy the deduction, then in that event, no collection will be made from said employee for that period. Within seven business (7) days of the date upon which the employee receives his/her check, the Town shall forward the amount so deducted by direct deposit to the Treasurer of the Union, along with a list of the employees from whom the dues have been withheld and the dates of the pay periods involved. In no case will the Town attempt to collect fines or assessments for the Union beyond the regular dues.

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

Upon receipt of any individually written authorization by a Union member covered by this Agreement and approved by the authorized officer of the Union, the Town agrees to deduct from the pay of each Union member so authorized, a deduction for the Teamsters Credit Union and/or Drive political contributions. Said deductions shall be made bi-weekly provided, however, that if any employee has no check coming to him/her, or if the check is not large enough to satisfy the

deduction, then in that event, no collections shall be made for that period. Within seven (7) business days of the date upon which the employee received the payroll check, the Town shall send the amount so deducted to the Treasurer of the Union, by electronic transfer, along with a list of employees from whom the contributions have been withheld and the dates of the pay period involved.

ARTICLE 6

WORK RULES

Section 1:

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

Section 2:

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

ARTICLE 7

DISCIPLINARY PROCEDURES

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

- (a) Verbal Warning
- (b) Conditional Warning
- (c) Written Warning
- (d) Suspension with pay
- (e) Discharge

However, the above sequence need not be followed if an infraction warrants. Additionally, the Town reserves the right to take disciplinary action in a manner consistent with the efficiency of operations and appropriate to the infraction involved.

An employee will be tendered a copy of any warning, reprimand, suspension, or disciplinary layoff entered on his personnel record, within three days of the action taken.

No material related to a Grievance filed under this Section shall be placed in the employee's personnel file. All reprimands or discipline found to be valid under this grievance procedure may be placed in the individual's personnel file.

The Union and the Town agree that if an employee does not incur subsequent discipline, the value of such discipline diminishes over time and in the case of warnings and reprimands after two (2) years and suspensions after three (3) years.

Any and all unfounded complaints shall not be part of an employee's personnel file.

ARTICLE 8

GRIEVANCE PROCEDURE

Section 1:

A grievance is defined as an alleged violation, misinterpretation, or misapplication of a specific provision of this Agreement.

Section 2:

A grievance to be considered under this procedure must be initiated in writing by the employee within seven (7) calendar days of its occurrence or from the time the employee knew, or should have known, of its occurrence. The following matters are excluded from the grievance procedure:

- (a) Any matter for which a specific method of review is prescribed by law.
- (b) Any matter which, according to law, is beyond the scope of the authority of the Town or limited to the unilateral action of the Town alone.
- (c) Any grievance for which the grievant or grievants or organization representing such grievants has not, in writing, waived the right, if any, to submit the grievance to any other administrative or judicial tribunal.

Section 3:

Any and all-time limits specified in the grievance procedure may be waived by mutual agreement of the parties. Failure by the employee to submit the grievance in accordance with these time limits without such waiver shall constitute an abandonment of the grievance. Failure by the Town to submit a reply within the specified time limits shall be treated the same as if the grievance had been denied and, therefore, may be appealed to the next step in accordance with the time limits provided herein.

Section 4:

No reprisals of any kind will be taken by the Town, Union, or the employees against any party in interest or other participant in the grievance procedure.

Section 5:

An individual member of the bargaining unit may present an oral grievance without the intervention of the exclusive representative. Until a grievance is reduced to writing, the Union

shall be excluded from a hearing if the employee so requests; but any resolution of the grievance shall not be inconsistent with the terms of this Agreement.

Section 6:

Any employee who has a grievance shall submit it first in writing to the Lieutenant in an attempt to resolve the matter. The grievance must:

- (a) specify the person or activity allegedly causing the grievance;
- (b) the time and place of the action being grieved;
- (c) the nature of the grievance;
- (d) the specific Article of this Agreement which has allegedly been violated or misapplied;
- (e) the specific injury or loss which is claimed;
- (f) the remedy sought.

Step 1. The Lieutenant shall meet with the grievant within seven (7) calendar days of receipt of the written grievance and shall render a decision no later than fourteen (14) calendar days following the meeting with the grievant.

Step 2. If the grievance is not resolved to the grievant's satisfaction at Step 1, an appeal may be filed with the Chief of Police in writing within seven (7) days of the decision at Step 1. All documentation presented at Step 1 shall accompany the appeal to the Police Chief. The Chief shall meet with the grievant within seven (7) calendar days and shall render a decision no later than fourteen (14) calendar days following the meeting with the grievant.

Step 3. If the grievance is not resolved to the grievant's satisfaction at Step 2, an appeal may be filed with the Town Manager in writing within seven (7) calendar days of the decision at Step 2. All documentation presented at Steps 1 and 2, along with the Step 1 and 2 decisions, shall accompany the appeal to the Town Manager. The Town Manager shall hold a hearing within thirty (30) calendar days of receipt of the appeal from Step 2 and shall render a written decision no later than fifteen (15) calendar days following the hearing.

Arbitration:

Step 4. If the decision of the Town Manager does not resolve the grievance, the Union shall have the sole right to appeal that decision. The grievance shall be submitted to Arbitration within twenty (20) calendar days provided the Union notifies the Town Manager of its intent to submit the matter to Arbitration within (10) calendar days of the Town Manager's decision. The following procedure shall be used to secure the services of an Arbitrator.

- a) The parties will attempt to agree upon a mutually satisfactory third party to serve as Arbitrator. If no agreement is reached within ten (10) calendar days following the date the request for Arbitration was received by the Town Manager, the Union will request that the

Public Employees Labor Relations Board submit a roster of persons qualified to function as an Arbitrator.

- b) If the parties are unable to agree upon a mutually satisfactory Arbitrator from the submitted list, they shall jointly request that the Public Employee Labor Relations Board submit a second roster of names.
- c) If the parties are unable to determine a mutually satisfactory Arbitrator from the second list, the Public Employee Labor Relations Board shall designate an Arbitrator.
- d) The decision of the Arbitrator shall be advisory upon both parties and the grievant.
- e) The costs for the services of the Arbitrator, including per diem expenses, if any, and actual and necessary travel and meals, shall be borne equally by the Town and the Union.

Jurisdiction of the Arbitrator:

The jurisdiction of the Arbitrator shall be limited to the determination of grievances which involve an alleged violation of a specific Article and section of this Agreement, and which have been properly filed, processed and referred to the Arbitrator as set forth above. If either party shall claim before the Arbitrator that a particular grievance fails to meet the tests of arbitrability, the Arbitrator shall proceed to decide such issue before proceeding to hear the case upon the merits. If the grievance concerns matters not subject to Arbitration, the Arbitrator shall return the grievance and all documents relating thereto to the parties without decision.

Powers of the Arbitrator:

It shall be the function of the Arbitrator, and he shall be empowered, except as his powers are limited herein, after proper hearing on a properly filed and processed grievance referred to him as set forth above, to make an advisory decision in cases of an alleged violation of a specific Article and Section of this Agreement. The decision of the Arbitrator shall be based exclusively on the evidence presented at the Arbitration hearing and the provisions of this Agreement. The Arbitrator's decision shall not be based on any statutes, decisions, regulations, or other extra contract matters not specifically incorporated into this Agreement. The Arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted.

The Arbitrator shall have no power to add to, subtract from, alter, or modify any of the terms of this Agreement or any of the functions or responsibilities of the parties to this Agreement.

The Arbitrator shall have no power to change any practice, policy, or rule of the Town nor to substitute his judgment for that of the Town as to the reasonableness of any such practice, or rule, unless such practice, policy, or rule is in violation of a specific Article and Section of this Agreement. The Arbitrator's powers shall be limited to deciding whether the Town has violated an express Article and Sections of this Agreement; and s/he shall not imply obligations and conditions binding upon the Town from this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the Town.

The Arbitrator shall have no power to substitute his/her discretion for the Town's discretion in cases where the Town is given discretion by this Agreement.

The Arbitrator shall be without authority to make any decision which requires the commission of any act prohibited by law or which is violative of the terms of this Agreement.

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

At the time of the Arbitration Hearing, both the Town and the Union shall have the right to call any employee as a witness and to examine and cross-examine witnesses. Each party shall be responsible for the expenses of the witness that they may call. At the close of the Hearing, the Arbitrator shall afford the Town and the Union a reasonable opportunity to furnish Briefs. The Arbitrator will render his/her decision within thirty (30) days from the date the hearing is closed or the date the parties submit their Briefs, whichever date is later.

ARTICLE 9

HOURS OF WORK

This Article is intended to define the normal hours of work per day or per week. Nothing contained herein shall be construed as preventing the Chief of Police, with the concurrence of the Town Manager, from restructuring the normal work day, work week, or schedule for the purposes of promoting the efficiency of Town government; or from establishing a work schedule providing for a different type or level of coverage by the employees; and/or establishing part time positions.

The normal work week for full-time employees shall be 40 hours per week for police officers and 40 hours per week for dispatchers, with the hours of work to be determined and scheduled by Chief of Police. Employees scheduled to work less than 40 hours per week shall be considered part-time employees.

All employees covered by this Agreement shall be entitled to a paid lunch period as duty permits while on duty during their shift.

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

Any *non-emergency* adjustment or change to the employee's scheduled work hours must be made verbally or in writing to the employee at least seven (7) days in advance.

Employees on a ten-hour shift will be paid for ten hours when attending a full-day training; employees on an eight-hour shift will be paid for eight hours when attending a full-day training. This excludes non-working days creating overtime pay.

ARTICLE 10

OVERTIME

- A. Overtime will be offered on a rotating basis within the job classification starting with the most senior qualified employee. Overtime will be distributed as equitably as possible with

the understanding that employees who turn down overtime will lose any right to dispute the equitableness of the overtime distribution.

- B. In the event that all qualified employees should turn down the overtime, it is agreed by the parties that such time, in non-emergency situations, shall be assigned following a rotating list of eligible employees in reverse seniority, who are qualified to perform the work, as determined in the sole discretion of the Chief or designee. In emergency situations, the Chief or designee may assign such overtime, in his sole discretion, as deemed necessary under the circumstances. At no time will any member be allowed to swap or switch his/her position of eligibility once this list is established. The Police Chief will make a final determination as to whether or not a member was 'Ordered in' to work overtime prior to rotating said eligibility list.
- C. Employees shall be paid one and one-half (1½) times their regular hourly rate of pay for all hours worked beyond forty (40) hours in a work week for Dispatchers and beyond forty (40) hours for Police Officers. For purposes of this section, time worked will include hours actually worked, vacation time, holiday time, bereavement time and sick time, personal days, days off due to injury on the job.
- D. Nothing herein will be in any way interpreted to restrict the Town's right to determine when there is a need for overtime or to bring in part-time personnel first to cover needed hours in a job classification covered by this Agreement.

ARTICLE 11

CALL-BACK PAY

Full-time employees who are called back to work after the conclusion of their regular workday shall be reimbursed for a minimum of four (4) hours of service at the rate of one and one-half times the employee's current rate of pay. If the need for services is less than four (4) hours, the employee will be guaranteed four (4) hours' pay at time and one-half. If the employee is required to be called back more than once during a single four (4) hour period, the employee shall be paid for only one call-back period.

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

ARTICLE 12

COURT PAY

In the event a member of the bargaining unit is scheduled to appear in court on behalf of the Town, he/she will be paid in the same manner as any other on-duty time, except that if the appearance is other than on the officer's regular shift, he/she shall be paid a minimum of four (4) hours pay at the officer's overtime rate of pay. All fees and/or expenses, except mileage paid by any court to the officer, will be immediately turned/endorsed over to the Town.

In the event that the member of the bargaining unit neglects or fails to sign whatever court documents are necessary to obtain the State police witness fee, then that officer shall be entitled to

only two (2) hours of pay for his/her court appearance which shall be at the officer's overtime rate only if applicable.

ARTICLE 12A

COLLATERAL DUTY PAY

One (1) hour of overtime shall be paid to a Field Training Officer (FTO) for each shift they are providing such training, and one (1) hour of overtime shall be paid to a Communications Training Officer (CTO) for each shift they are providing such training.

ARTICLE 13

EXCHANGING TOURS OF DUTY

The Police Chief or his/her designee may, at their sole discretion, grant the request of any two (2) members of the Police Department to exchange tours of duty or days off, without a change in pay, provided that, in the opinion of the Police Chief or his/her designee, they are equally capable to perform each other's respective jobs, and able and willing to make the exchange. When such an exchange occurs neither employee shall be entitled to use that exchange as a basis of overtime. Requests to exchange tours of duty or days off should be submitted at the earliest possible opportunity.

ARTICLE 14

PRIVATE DETAILS

Section 1:

Private details are those details which are not considered as public employment by the Town that is supported by local property tax dollars. All private details will be compensated on the basis of a four (4) hour minimum. Police officers working private details shall be subject to the same Rules, Regulations and SOPs as if they were on duty for the Town.

Section 2:

Private details shall be compensated as follows:

Fifty-five dollars (\$55.00) per hour for contract year July 1, 2023 - June 30, 2024;

Fifty-seven dollars (\$57.00) per hour for contract year July 1, 2024 - June 30, 2025; and

Fifty-nine dollars (\$59.00) per hour for contract year July 1, 2025 – June 30, 2026.

Section 3:

Private details may be canceled with four (4) hours' notice to the Department. In the event of such cancellation the employee shall not be entitled to any compensation. If the time worked exceeds four (4) hours the employee will be guaranteed eight (8) hours pay. Any detail that exceeds eight (8) hours will be compensated at 1.5 times the detail rate for those hours worked by the employee.

Section 4:

Private details shall be filled *among full-time employees*. This shall be achieved by paging the employees. The detail shall be assigned to the first responding employee requesting that detail. If no full-time employee responds to the detail page or if no full-time employee accepts a particular detail, then the department is free to fill said detail with either a part-time employee of the department or an officer from another agency at the sole discretion of the Chief of Police. Newmarket Police officers may "bump" outside agencies up to twelve hours before the start of the detail.

Section 5:

Town details are those details paid for by the taxpayers of the Town and for which an officer is needed to direct traffic for other Town employees (i.e. public works department, fire department, etc.) or for parades, security and/or traffic direction. Employees shall be paid their overtime rate of pay for all hours worked on said Town details, which shall be for a minimum of three (3) hours. If there are no volunteers for these Town details, employees shall be assigned in the same manner and method as that used for mandatory overtime assignments.

ARTICLE 15

HOLIDAYS

All unit employees will be given one hundred four (104) hours of holiday time per calendar year on January 1 of each calendar year of this Agreement. These hours may be taken, at the discretion of the Chief of Police, as "floating holidays." Unit employees who are required to work on Town designated holidays shall be paid at their regular rate of pay for hours actually worked on the holiday.

ARTICLE 16

TEMPORARY LEAVE OF ABSENCE

Section 1: Negotiations – Release Time

Paid leave from duty will be granted to all members of the Union's negotiating Committee for the purpose of attending bargaining sessions as well as a reasonable amount of time both immediately before and after bargaining sessions for the purpose of contract negotiations.

Section 2: Grievance Hearings

Any aggrieved employee shall be allowed to attend a hearing with regard to that employee's grievance held at Steps 1, 2, or 3 without loss of pay or benefits.

Section 3: Bereavement Leave

Full-time and permanent part-time employees bereaved by the death of a relative will be granted time off from work without loss of pay in accordance with the following policy.

In the event of the death of a member of a full-time or permanent part-time employee's immediate family, the Town provides three (3) days paid time off. The three workdays usually include the day before the funeral and a day after. Pay for part-time employees will be pro-rated based on the number of hours, if any, the employee regularly works on those days. "Immediate family" includes spouse, children, stepchildren, parents, brothers, sisters, stepparents, stepbrothers, stepsisters, mother-in-law, father-in-law, grandparents, and grandchildren of the employee.

Additional unpaid time off due to bereavement may be granted for a specified and limited period of time with the approval of your Department Supervisor.

In the event that you are on paid vacation at the time of the death of the relative, the bereavement leave will not be charged against your vacation credit. Additional vacation days may be granted to compensate for those days used as bereavement leave.

Section 4: Maternity Leave

Maternity leave is considered in the same manner as any other disabling condition.

Section 5: Military Leave

The Town will pay any full-time employee who is a member of the United States Military Reserve or the National Guard, the difference between his/her military pay and the employee's regular weekly straight time pay while that employee is on annual training sessions. Such payments shall not apply to regular monthly meetings or when the employee enters full-time active duty.

Section 6: Temporary Leave of Absences

A. Leave in accordance with the Family Medical Leave Act (FMLA) will be provided. Employees may apply for leave for up to twelve (12) weeks per year (paid or unpaid) for personal illness or the illness of a family member.

B. The Town shall continue to pay its share (either 80% or 90% dependent upon the employee's date of hire) of the employee's health insurance premium provided that the employee forward his/her share of that premium to the Town on or before the first of each month.

C. Vacation or other leave time will not accrue during the period of unpaid leave.

D. After twelve (12) weeks have elapsed, the employee's employment status will be continued only by virtue of return to duty.

E. The twelve (12) month period, for purposes of FMLA calculation, shall be the first day of the initial granting of leave of absence under the Act and this Article of the Agreement.

ARTICLE 18

VACATION

Vacation:

Full time employees covered by this Agreement shall be eligible for paid vacation leave as follows:

Years of Continuous Service Vacation Time in Hours

Zero through the completion of twelve full months	0 hours
Beginning of 13 th month through completion of 24 months	40 hours
Beginning of 25 th month through completion of 72 months	80 hours
Beginning of 73 rd month through completion of 120 months	120 hours
Beginning of 121 st month through completion of 180 months	160 hours
Beginning of 181 st month and each year thereafter	200 hours

Vacation leave shall accrue on a monthly basis. Employees will accrue 1/12th of their earned annual vacation on the last day of each month.

Any current employee may carry over those days allocated for time served under the preceding contract.

Employees hired after the date of this contract, who wishes to carry over unused vacation time from one calendar year to the next, shall present to the Chief of Police a written request to carry over not more than the equivalent of one year's worth of vacation, determined by the employee's then-current years of continuous service. This request shall be presented to the Chief of Police no later than December 15.

Upon separation of employment, employees will be paid accrued, unused vacation pay provided the employee has been actively employed for at least six (6) months prior to the termination.

Vacation Procedure:

Vacation eligibility will be posted on an annual basis and will be selected on the basis of seniority and subject to the provision that the Department be able to fill the vacant shifts with qualified personnel. Vacation requests may be denied by the Department in the event that qualified coverage cannot be obtained, even if such denial means the loss of an employee's vacation time. Vacation time off may be taken in single days or several days at a time, but all employees must take at least five (5) consecutive days vacation each year.

Requests for vacation time to the Chief of Police must be made far enough in advance as reasonably possible to allow for proper scheduling of coverage. A thirty (30) day advance notice of vacation intent shall be considered reasonable. Requests must be in writing, on a prescribed

form. Each employee will receive a written disposition of his request at least seven (7) days in advance of the requested time off. Approved vacation time will not be thereafter canceled or changed without the mutual consent of the Town and the employee, except in the event of an emergency situation.

The rate of vacation pay shall be the employee's regular straight time hourly rate of pay in effect at the time the vacation is being taken. Employees desiring to be paid for their vacation period prior to the beginning of their vacation period should file a written request for such (pre)payment with the Finance Department of the Town in the preceding payroll run prior to the date of expected payment.

ARTICLE 19

SICK LEAVE

Sick Leave is to be used only in the event of: personal illness or sickness; dental care; exposure to contagious disease or quarantine; or to attend to the care of a member of the employee's immediate family or one who is residing with the employee for a period not to extend more than one (1) day without the prior consent of the Chief of Police.

All permanent employees shall accrue sick leave at the rate of eight (8) hours per month, for a total of ninety-six (96) hours per year. Employees hired after the 20th of the month will not accrue sick leave for that month. Sick leave may accrue to a maximum of seven hundred and twenty (720) hours. Time lost by reason of leave of absence without pay, or time otherwise not worked or paid for, shall not be considered in computing earned allowances of leave.

In order to be paid for sick leave, an employee must notify his/her immediate supervisor or Department Head of his/her absence at the earliest possible opportunity *but in no event later than three (3) hours* before the start of the regular workday, unless physically unable. The employee will relay their expected location and when they expect to return to work.

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

Any employee who works a full contract year (i.e., July 1st to June 30th) and does not utilize any sick leave over such period of time, shall receive an incentive payment of \$250.00. However, nothing in this provision shall limit management's prerogative to send home ill employees at their discretion.

Upon retirement of employment by the employee, as provided in the personnel rules and regulations, one half of unused sick leave benefits shall be paid to the employee provided the employee shall have been actively employed by the town for 1 year prior to retirement. This benefit

shall require the employee to be of retirement age and meet the requirements to collect retirement compensation from the New Hampshire Retirement System.

Worker's Compensation:

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

ARTICLE 20

JURY DUTY

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

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

ARTICLE 21

SENIORITY

Section 1 - Accrual

For purposes of this Agreement, an employee's seniority shall be equal to his years of service or employment with the Town in a position covered by this Agreement unbroken by any of the reasons for termination of seniority specified in Section 3 below.

Section 2 - Ability to Perform Work

Ability to perform the job or work as used in this Article means the employee is capable of performing the work of the job in a satisfactory manner, subject to concurrence by the Department Head.

Section 3 - Termination of Seniority

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

- A. Voluntary quit.
- B. Discharge for just cause.

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

Section 4 - Seniority Lists

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

Section 5 - Application of Seniority (lay-off, recall)

In the event the Town Manager determines that there is a need to lay off employees, the Town Manager shall provide to the Union at least two (2) weeks' advance written notice of any such layoff except in the case of an emergency. When it is necessary to reduce the number of employees on the Town payroll, the Town Manager shall decide which employees shall be laid off in accordance with the following provision:

- A. Layoffs shall be by job classifications within the Department, and
- B. Probationary full-time employees shall be laid off before any non-probationary full-time employees are laid off; and
- C. Among each classification of employees in which layoffs are to occur, the Town Manager shall, where he determines all performance factors to be substantially the same, designate the least senior employee(s) to be laid off.

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

Section 6

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

ARTICLE 22

PROBATIONARY PERIOD

Any employee hired to fill a position in this unit shall serve an initial probationary period of twelve (12) months, which may be extended for sworn employees until that person successfully graduates from the Police Academy. Any employee either promoted or assigned to a new position shall serve a probationary period of six (6) months. Probationary employees in their initial probationary period or employees who accept promotions outside of the unit are not a part of the bargaining unit and are not covered by this Agreement. During the initial probationary period employees may be dismissed without challenge by the Union or without recourse to the provisions of this Agreement. During the probationary period for promotions, the employee may be demoted and returned to his/her original position without challenge by the Union or recourse to the provisions of this Agreement. All employees entering the bargaining unit covered by the Agreement from any other Town department will serve the required probationary period.

ARTICLE 23

JOB POSTING, PROMOTIONS AND TRANSFERS

A. When a vacancy occurs as a result of the establishment of a new position or retirement or termination of a current employee, the Town shall have the right to determine to fill a vacant position on a temporary basis. If that vacancy becomes permanent and the Town makes the determination to fill that position the Town shall post a notice indicating the position, its rate of pay, the qualifications required, and the normal working hours for the position, which shall be subject to change at the discretion of the Chief of Police.

B. The job posting shall be left on the bulletin board for five (5) days and all employees in the bargaining unit shall be eligible to sign up to indicate their interest in filling the position. Nothing in this posting procedure shall be deemed to limit the Department's right to seek applicants for the position outside the Department. If the Department is going to seek outside applicants, it shall so note on the posting and shall note the date on which the receipt of applications will close.

Promotions and Transfers:

A. The Town reserves and shall have the right to make promotions and transfers.

B. Jobs to be filled through promotion shall be posted on the department bulletin board for a period of five (5) working days.

C. When it is determined by the Town that the qualifications and suitability of a current department employee is substantially equivalent to a candidate from outside the department, the promotion shall be made from within the department.

D. The above procedure shall be followed in all permanent promotions and transfers.

E. An employee who is promoted to a higher level shall be placed in a probationary status not to exceed six (6) months in the higher position. If an employee is not found to be performing to the

satisfaction of the Town during the probationary period, then he/she shall be reduced in status to the same classification, pay grade, and pay step as he/she had obtained prior to promotion.

ARTICLE 24

UNIFORM ALLOWANCE AND REPLACEMENT

The Town of Newmarket shall supply all uniforms and equipment necessary for uniformed and sworn officers to perform their assignments. This includes replacement due to damage and/or wear and tear.

All full-time police officers shall receive a cleaning allowance of \$250.00 per year.

ARTICLE 25

INSURANCES

Health Insurance:

A. Employees may participate in the health and dental insurance programs offered by the Town on the same terms and conditions that are offered to other Town employees. The health insurance benefits provided for herein may be provided through a self-insured plan or under group insurance policy or policies issued by an insurance company or insurance companies or in any other manner selected by the Employer. If these benefits are provided through an insurance company, all benefits are subject to the provisions of the policies between the Employer and the insurance companies, and the benefits shall remain substantially the same.

B. Health/Dental Insurance, Voluntary Withdrawal:

An Employee that elects to withdraw from the utilization of all health and dental benefits offered by the Town shall be paid a stipend equal to the 25% of the amount of the cost of the applicable plan, provided that the employee provides the Town with satisfactory proof of alternate insurance. This benefit shall not be available to individuals who remain covered by Town insurance through a spouse.

Those employees who elect not to utilize the health and dental benefits shall not be eligible for those benefits until the next open enrollment period and until the Department Head receives notice of the employee's request four (4) months prior to the submission of the Department budget.

If at any point any healthcare plan(s) offered under this agreement fails or will fail to comply with the Affordable Care Act, including subjecting the Town and/or the Union to an excise tax under Federal Law, referred to as the "Cadillac Tax", the parties agree to immediately re-open this CBA for the limited purpose of negotiating an alternative plan(s) that will not be subject to the "Cadillac Tax."

Life Insurance:

The Town shall provide Fifty Thousand Dollars (\$50,000.00) in term life insurance to all full-time unit employees.

Disability Insurance:

The Town shall provide long-term disability insurance to eligible full-time employees covered by this Agreement. Said insurance shall commence after forty-five (45) consecutive days of qualifying disability and may continue for a maximum of two (2) years. Benefits payable under this policy are two-thirds (2/3) of the employee's base salary. Disability insurance is not payable to employees receiving retirement benefits or workers' compensation benefits. The Town reserves the right to determine the amount and type of insurance being offered and the selection of the carrier.

ARTICLE 26

TERMS OF INSURANCE POLICIES TO GOVERN

The extent of coverage under the insurance policies (including HMO and self-insured plans) referred to in this Agreement shall be governed by the terms and conditions set forth in said policies or plans. Any questions or disputes concerning said insurance policies or plans or benefits there under shall be resolved in accordance with the terms and conditions set forth in said policies or plans and shall not be subject to the grievance and arbitration procedure set forth in this Agreement. The failure of any insurance carrier(s) or plan administrator(s) to provide any benefits for which it has contracted or is obligated shall result in no liability to the Town, nor shall such failure be considered a breach by the Town of any obligation undertaken under this or any other Agreement. Nothing in this Agreement shall be construed to relieve any insurance carrier(s) or plan administrators from any liability it may have to the Town, employee, or beneficiary of any employee.

ARTICLE 27

EMPLOYEE INDEMNIFICATION

The Town shall defend all employees against claims made against them arising out of an act or omission by the employee while acting in good faith within the scope of his/her employment. The Town shall indemnify, to the extent that the claim is within the scope or coverage of an insurance policy maintained by the Town.

ARTICLE 28

WAGES

For the period of this Contract, the wage rates for Employees shall be as follows:

Effective July 1, 2023, the current hourly rate of pay for each bargaining unit employees shall be increased by Three and 50/100 Dollars (\$3.50).

Effective July 1, 2024, the current hourly rate of pay for each bargaining unit employees shall be increased by five percent (5%).

Effective July 1, 2025, the current hourly rate of pay for each bargaining unit employees shall be increased by five percent (5%).

New employees will be paid commensurate with their experience and training as determined by the Chief of Police. All payment shall be by electronic transfer to the extent permitted by law.

ARTICLE 29

EDUCATIONAL INCENTIVE PROGRAM

The Town shall provide an educational incentive to each employee who has obtained a degree in law enforcement or other field related to the employee's assignment:

DEGREE Each Contract Year

Associate's Degree	\$800.00
Bachelor's Degree	\$1,050.00
Master's Degree	\$1,300.00

ARTICLE 30

MILEAGE ALLOWANCE

Any employee covered by this Agreement who is required to use their personal vehicle for work related purposes, shall be reimbursed at the rate set by the Town unless reimbursed by another Agency or Entity.

ARTICLE 31

RETIREMENT

The Town of Newmarket agrees to continue the retirement contributions to the New Hampshire Retirement System for all eligible employees covered by this CBA.

ARTICLE 32

SHOP STEWARD

The Town of Newmarket agrees to recognize one (1) shop steward and one (1) alternate shop steward to cover his/her absence.

It is understood that time spent in grievance processing or investigation which is done by a Union steward or member when he/she is not working a regular shift, will not be paid for by the Town.

The Police Department, at the sole discretion of the Chief of Police or his designee, may authorize one (1) day off in any calendar year, for the steward to attend Union training programs. The Union shall notify the Chief no less than fourteen (14) days in advance of such program.

ARTICLE 33

BULLETIN BOARD

The Town shall provide space for a bulletin board in a designated area at the Police Station, not in an area accessible to the public, for Union notices. Employees shall not post notices of a derogatory, libelous, or profane nature and shall be limited to actual Union activity. Employees shall not post Union notices at any other locations other than the approved Union bulletin board.

ARTICLE 34

LONGEVITY

Except as to employees hired after July 1, 2015, all permanent, full-time employees shall be paid the longevity benefit annually after completing five (5) full years of employment, according to the following schedule:

Anniversary Longevity Payment

5 th – 10 th Years	\$225.00
11 th – 15 th Years	\$450.00
16 th – 20 th Years	\$675.00
21 st and higher	\$900

The Town will review its longevity compensation for non-union employees in the Spring of 2023. If the Town changes longevity compensation for non-union employees to a plan better than the Longevity payments provided for under this Article 34 of the CBA, the Town agrees to a limited re-opener with the Union of negotiations for this Article 34, only.

ARTICLE 35

LEGISLATIVE COST INCREASES

Should the New Hampshire Legislature enact legislation benefiting employees or immediate families of employees covered by this Agreement, where the effect is to increase costs to the Employer beyond those which exist at the time this Agreement is executed, such increased costs shall be charged against the total compensation package of the employees covered by this Agreement at the time they are incurred. The Employer may thereafter deduct from wages or benefits provided in this Agreement the amount of such increased costs. "Legislation benefiting employees or immediate families of employees" includes, but is not limited to, pensions or other retirement benefits, sick

leave, holidays, other paid leaves, uniform or clothing allowances, training, certification, or educational incentive compensation.

ARTICLE 36

ENTIRE AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Town and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agree that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to, or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. This Agreement may only be amended during its term by the parties' mutual agreement in writing. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and together with any letters of understanding executed concurrently (or after) with the Agreement constitutes the complete and entire Agreement between the parties, and concludes collective bargaining (except as provided for in the grievance procedure) for its term.

ARTICLE 37

SAVINGS

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

ARTICLE 38

DURATION OF AGREEMENT

Section 1

This Agreement shall be effective as of July 1, 2023, and shall remain in effect until June 30, 2026.

Section 2

If either party wishes to renegotiate part or all of this Agreement when its term has expired, that party shall notify the other in writing one hundred twenty (120) days prior to the anniversary date that it

desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date.

Section 3

In the event that either party desires to terminate this Agreement, written notices must be given to the other party no later than ten (10) days prior to the desired termination date which shall be before the anniversary date set forth in the preceding paragraph.

Each party is signing this Agreement on the date stated opposite that party's signature.

For the Town of Newmarket, NH:

***For Local Number 215 of the New England Police
Benevolent Association:***


Stephen R. Fournier

6/13/23
Date

Town Manager


Zachary Wedgeworth

6/14/23
Date

President