

AGREEMENT BETWEEN
THE NEW ENGLAND POLICE BENEVOLENT ASSOCIATION
LOCAL NUMBER 211
AND
THE TOWN OF NORTH HAMPTON

JULY 1, 2022 TO JUNE 30, 2025

	<i>Worker's Compensation</i>	29
	<i>Leave of Absence Without Pay</i>	30
	<i>Maternity/Paternity Leave</i>	30
	<i>Bereavement Leave</i>	30
	<i>Military Leave</i>	30
	<i>Jury Duty</i>	30
XVI	Seniority	32
XVII	Probationary Period	34
XVIII	Job Posting	35
XIX	Wages	36
XX	Uniform/Equipment Allowance	37
XXI	Health Insurance	38
	<i>Dental Insurance</i>	39
	<i>Health/Dental Insurance, Voluntary Withdrawal</i>	39
	<i>Life Insurance</i>	40
	<i>Disability Insurance</i>	40
XXII	Terms of Insurance Policies to Govern	42
XVIII	Employee Indemnification	43
XXIV	Law Enforcement Info., Professional Membership and Education Incentive	44
XXV	Mileage Allowance	45
XXVI	Shop Steward	46
XXVII	Bulletin Board	47

PREAMBLE

This agreement entered into by the Town of North Hampton, hereinafter referred to as the Town, and Local Number 211 of the New England Police Benevolent Association (NEPBA) , hereinafter referred to as the Union.

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

RECOGNITION

The Town recognizes the Union as the sole and exclusive bargaining agent, for the purposes of establishing wages, hours, and conditions of employment, for all full-time employees in the following classifications as certified by the PELRB in Case No. M-0646:

Unit: Sergeants, Detectives, Police Officers, Drivers and Laborers in Highway Department, Working Foreman.

Excluded from this Agreement are the positions of: Police Chief, Deputy Police Chief, Fire Chief, Administrative Assistant, Lieutenant, Secretary, Special Officers, Director of Public Works, and Building Inspector/Health Officer.

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

9. To discipline, suspend, demote or discharge any employee.
10. To determine the need for additional educational course training programs, on-the-job training and cross training, and to assign employees to such duties for periods to be determined by the Employer.

Section 3. The exercise of any management prerogative, function, or right which is not specifically modified by this Agreement is not subject to the grievance procedure, to arbitration, or as set forth above, to bargaining during the term of this Agreement.

ARTICLE III

NON-DISCRIMINATION

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

ARTICLE V

DUES DEDUCTION

Upon receipt of any individually written authorization by a Union member covered by this Agreement and approved by the authorized officer of the Union, the Town agrees to deduct from the pay of each Union member so authorized the current Union dues as certified to the Town by the Treasurer of the Union. Said deduction shall be made the first pay period in each month 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 month. Once each month, the Town shall send the amount so deducted to the Treasurer of the Union, along with a list of the employees from whom the dues have been withheld and the dates of the pay periods involved. In no case will the Town attempt to collect fines or assessments for the Union beyond the regular dues. Should there be a dispute between an employee and the Union over the matter of dues deduction, the Union agrees to defend and hold the Town harmless in any such dispute.

ARTICLE VII
DISCIPLINARY PROCEDURES

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

- (a) Verbal Warning
- (b) Written Warning
- (c) Suspension without Pay
- (d) Discharge

However, the above sequence need not be followed if an infraction is sufficiently severe to merit immediate suspension or discharge. Additionally, the Town reserves the right to take disciplinary action in a manner consistent with the efficiency of operations and appropriate to the infraction involved. An employee will be tendered a copy of any warning, reprimand, suspension or discharge entered into his/her personnel record, within three days of the action taken. In imposing discipline on a current charge, the Town will not take into account any prior discipline, which occurred more than two years previously.

Step 2. If the grievance is not resolved to the grievant's satisfaction at Step 1, an appeal may be filed with the Select Board in writing within ten (10) calendar days of the receipt of the decision at Step 1. All documentation presented at Step 1, along with the Step 1 decision, shall accompany the appeal to the Select Board. The Select Board shall hold a hearing within thirty (30) calendar days of receipt of the appeal from Step 1 and shall render a written decision no later than fifteen (15) calendar days following the hearing.

Step 3. If the decision of the Select Board does not resolve the grievance, the Union shall have the sole right to appeal that decision and the matter shall be submitted to arbitration providing the Union notifies the Board of such request within ten (10) calendar days of receipt by the Union of the Board'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 Board, the public Employees Labor Relations Board will be notified by either or both parties and requested to submit a roster of persons qualified to function as an Arbitrator.
- (b) If the parties are unable to determine a mutually satisfactory Arbitrator from the submitted list, they shall request the Public Employees Labor Relations Board to submit a second roster of names.
- (c) If the parties are unable to determine a mutually satisfactory Arbitrator from the second list, the Public Employee Labor Relations Board may be requested by either party to designate an Arbitrator.
- (d) The decision of the Arbitrator shall be final and binding, subject to the provisions of RSA Chapter 542.
- (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.

Section 7. 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.

witnesses to be called in the event of an Arbitration Hearing no less than forty-eight (48) hours in advance of the scheduled hearing date. At the close of the Hearing, the Arbitrator shall afford the employer and the Union 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 X

OVERTIME

- Section 1.** Extra work in periods of overtime should be equalized among the employees in the group engaged in similar work, as far as practicable. Information concerning equalization of hours status will be openly displayed in the Department in such manner that the employees involved may check their standing.
- Section 2.** Overtime will be offered on a rotating basis within the job classification starting with the most senior 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.
- Section 3.** In the event that all qualified employees within a job classification in which overtime exists should turn down the overtime, the Chief of Police retains the right to order an officer to work the unfilled overtime. The Chief of Police or his/her designee shall order officers to work overtime not voluntarily filled in the following manner:
- (a) The offgoing officer and the oncoming officer will each be ordered to fill one-half of the unwanted overtime. If either the offgoing or the oncoming officer are unable to fill the unwanted overtime due to extenuating circumstances such as exceeding maximum hours worked or illness, the other officer may be ordered to fill the entire shift. Any officer ordered to stay over or come in early to fill an unwanted overtime will be moved on the ordered overtime list.
 - (b) If both the offgoing officer and the oncoming officer are unable to fill the unwanted overtime due to extenuating circumstances such as exceeding the maximum hours worked or illness, the shift will be filled by the next officer on the order list.
 - (c) Any shift or shift extension of less than three (3) hours would not be considered an ordered overtime shift, although it would remain ordered overtime for payroll purposes.
 - (d) Court Hours will not be considered an ordered overtime shift, although they will remain ordered overtime hours for payroll purposes. When an officer is held over to finish paperwork it would not be considered an ordered overtime shift, unless the officer is held over for three hours or more.
 - (e) Any shift of three hours or more shall be considered an ordered overtime shift. Except in extenuating circumstances as determined by management, officers may not be ordered to fill unwanted overtime during a twenty-four

- (d) Details that require a police cruiser or police officer in full uniform (parades, weddings, etc.) will not be offered to Highway Department employees.
- (e) Highway employees will work details by seniority with the most Senior highway member falling in line behind the least senior Police Department employee.

ARTICLE XII

EXCHANGING TOURS OF DUTY

The Police Chief or his/her designee may at their sole discretion grant the request of any two of the police department officers 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, are of the same rank, and are able and willing to make the exchange. Any request to exchange tours of duty must specify a shift of the same duration, (i.e. 8 hours, 10 hours, 12 hours) and any approved "exchange" may take place within a two week period, or within a period allowed by State or Federal Law. Requests to exchange tours of duty or days off shall be submitted allowing a reasonable period of time for the written request to be reviewed by the supervisor and the Chief of Police or his/her designee. Such requests may be granted upon the recommendation of the supervisor, along with the approval of the Chief of Police or his/her designee.

As stated in the previous paragraph, if requests are approved through this procedure the exchange will be without a change in pay for the officers involved. In addition, under no circumstances will exchanges in tours of duty result in overtime pay, unless the Chief of Police or his/her designee approves such overtime pay. Any employee covered by the terms of this agreement that causes a budgetary impact, or causes overtime to be paid for an exchanged tour of duty without the permission of the Chief of Police or his/her designee shall be subject to the disciplinary procedures under Article VII of this agreement. In addition, any employee covered by the terms of this agreement that requests vacation time, compensatory time, or personal time for a shift they agreed to exchange for will also be subject to the disciplinary procedures under Article VII of this agreement.

ARTICLE XIV

HOLIDAYS

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

New Year's Day	Labor Day
*Martin Luther King Jr. Civil Rights Day	Columbus Day
*Presidents' Day	Veterans Day
Memorial Day	Thanksgiving Day
Independence Day	Day after Thanksgiving
	Christmas Day

* For Highway department employees covered by this CBA these holidays are considered a floating day taken subject to Department Head approval.

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

Police officers shall be compensated for holidays, whether worked or not, by the payment of eleven (11) additional days pay (88 hours) on the first payday in December if otherwise eligible.

Any permanent full-time police officer who works a Major Holiday will be paid one and one-half his/her regular hourly rate for all hours worked on a shift beginning on the holiday. Payment will be included in the payroll for the pay period in which the holiday occurs. The following holidays will be considered "Major Holidays":

Effective July 1, 2020: Thanksgiving Day and Christmas Day

Effective July 1, 2021: New Year's Day, Memorial Day, Independence Day

Police officers may, provided that another officer volunteers to work the shift, request to take a holiday off as a vacation day. Additionally, the Detective may request vacation days on Holidays without having another officer volunteer to fill his/her shift. The procedure for the approval of vacation days on holidays shall be governed by this article and Article XV *Procedure for Leave Request*. Under no circumstances will any section of this Agreement guarantee the Detective any requested days off on a Holiday.

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

ARTICLE XV

LEAVES OF ABSENCE / VACATION ALLOWANCE

Section 1. After an employee shall have been employed for one (1) year, he/she shall become eligible for an annual vacation as follows:

1. After completion of One (1) year and through the completion of three years of continuous service an employee shall receive 80 hours
2. After the completion of three years of continuous service an employee shall receive 96 hours
3. After the completion of four years of continuous service an employee shall receive 112 hours
4. After the completion of five years and through the completion of ten years of continuous service an employee shall receive 120 hours
5. After the completion of Ten (10) years of continuous service an employee shall receive 160 hours*

*Plus one day for each completed year above ten (10) years to a maximum of 200 hours (five (5) weeks).

Section 2. Vacation Procedure:

Vacation eligibility will be posted on an annual basis and will be selected on the basis of seniority. Vacation time shall be taken in half-days, single days or several days at a time, provided that a half-day of vacation must be taken either at the start or at the end of the shift. No employee may carry over more than 15 days (120 hours) of vacation time from one year to the next. Employees may elect to be paid for unused vacation time, up to a maximum of one-half (1/2) of his/her annual accrual, at the end of each year. The employee must notify the Department Head/Chief in writing no later than May 15 and must indicate the number of hours desired to be cashed in. Once an employee provides such notice, those hours will not be available for the employee's use, except in extenuating circumstances and with the approval of the Department Head/Chief. Payment shall be made at the employee's current straight time hourly rate in the last pay period in June.

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

or time otherwise not worked or paid, shall not be considered in computing earned allowances of leave.

In order to be paid for sick leave, an employee must notify the employee's immediate supervisor or Department Head of the employee's absence at least one (1) hour before the start of the regular scheduled shift, unless physically unable. Failure to do so will result in the forfeiture of pay. An illness for which sick leave may be granted is defined as actual personal illness or bodily injury of the employee or of an immediate family member. For purposes of this section, immediate family member shall mean the spouse, minor children, or parents of the employee.

Sick leave will be paid at the employees' base rate of pay. An employee on paid sick leave shall not receive pay for holiday, vacations or other paid days off which fall during the period of paid sick leave. Sick leave will be reduced in half hour increments for any use of leave. An employee returning from a 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 the employee's normal duties.

Upon retirement, provided the employee has twenty (20) years of service under the N.H. Retirement System, or retirement due to a job-related injury, or upon the death of an employee, fifty percent (50%) of unused sick leave shall be paid to the employee, or, in the event of the employee's death, to the employee's estate.

Section 5. Personal Time:

Each employee shall have forty-eight (48) hours of personal time each year available for use at the employee's discretion. The use of this time will be deducted from the employee's accrued sick leave. Employees shall notify their supervisor seven (7) calendar days in advance of the requested leave time. If it is not feasible for an employee to provide seven (7) days' notice, the employee shall provide enough notice as reasonably practicable.

Personal time will be used for personal business that could not be conducted on off duty time. Requested personal leave will not be unreasonably denied.

Unused personal time will be converted back to sick leave on July 1st of each year, up to the maximum accumulation allowed in Article XV, Section 4.

Section 6. Worker's Compensation:

The Town of North Hampton agrees to provide worker's compensation coverage as prescribed and to the extent required by New Hampshire law.

Section 7. Leave of Absence Without Pay:

Requests for a leave of absence without pay must be made in writing to the

including travel allowances or reimbursement of expenses), for each day on which he/she otherwise would have been scheduled to work for the Town. In order to receive payment, an employee must give the Town prior notice that he/she has been summoned for jury duty and must furnish satisfactory evidence that he/she reported for or performed jury duty on the days for which he/she claims such payment. The provisions of this section are not applicable to an employee who, without being summoned, volunteers for jury duty.

shall be sent a recall notice by certified or registered mail and the employee must notify the Department Head within three (3) business days after receiving notice of recall of his/her intention to return to work. The Town shall be deemed to have fulfilled its 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/her latest mailing address. In any event, the employee must return to work within two (2) weeks of the date specified.

Section 7. Promotions and Transfers:

- (a) The Department 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 ten (10) working days.
- (c) Wherever possible, promotions shall be made from the ranks of qualified regular employees who are employed by the Department.
- (d) Job posting shall include job specifications (where available), rate of pay, job location, and also if it is a permanent job with rating.
- (e) The above procedure shall be followed in all permanent promotions and transfers.
- (f) An employee who meets the minimum qualifications and is promoted to a higher level shall be placed on probationary status not to exceed six (6) months in the higher position. Upon achieving non-probationary status, the employee's "start date" for the purposes of salary adjustments, if any, etc. shall be his/her date of promotion.

. If an employee is not found to perform satisfactorily the higher level duties 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

Section 8. Non-Application of Seniority Rights Within Classification: Seniority does not give employees any preference for particular types of work within their job classification or to places of work or equipment.

ARTICLE XVIII

JOB POSTING

- Section 1.** When a vacancy occurs as a result of the establishment of a new position or retirement or termination of a current employee, the Department Head shall have the right to fill the position on a temporary basis. As soon as it is clear that the vacancy is permanent and will be filled, the Department 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 Department Head.
- Section 2.** The job posting shall be left on the bulletin board for ten (10) 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 outside applicants or to begin advertisement outside the Department. The posting shall note the date on which the receipt of applications will close.

ARTICLE XX

UNIFORM/EQUIPMENT ALLOWANCE

- Section 1.** The purchase and maintenance of required uniforms and equipment including safety glasses for Highway Department employees will be supplied at the expense of the Town through a Quarter Master system operated by the Town. To include replacement and cleaning of uniforms as needed. The basic provisions of the standard uniform for these employees will include trousers, shirt, winter suitable jackets, and steel toed boots.
- Section 2.** The Town will provide Highway Department employees with an annual uniform allowance of \$500.00 for the purchase of steel toed boots and clothing approved by the Department Head. The uniform allowance shall be paid out in full to the employee during the first pay period in July.
- Section 3.** The uniform allowance for Police Department employees will be Seven Hundred and Fifty (\$750.00) Dollars. The uniform allowance shall be paid out in full to the employee during the first pay period in July. The uniform allowance may be used to replace worn or damaged uniforms. Uniforms shall include only those items of clothing or equipment determined suitable by the Chief of Police. Police ballistic vests and outer vest carriers will be purchased and/or replaced as needed by the Department and will not be charged to the individual officer's uniform allowance.

proposal for an alternative plan. Within one (1) week of the arbitration, the arbitrator will select one of the proposed plans which does not result in any fees, fines, taxes or penalties for the balance of the Agreement (assuming a 10% premium increase in each subsequent year) and which offers benefits as comparable as possible to the existing plan. The selected plan will be offered effective July 1. If permitted by the insurance carrier, the Town will continue to offer the existing plan, provided however that any employee who elects to enroll in that plan will be responsible for paying any fees, fines, taxes or penalties.

Section 3. Dental Insurance:

For the term of this Agreement, the Town has selected the Delta Dental plan offered through the Municipal Health Trust. Premium contributions will be as follows:

Town = 90% Employee = 10%

Section 4. Health/Dental Insurance, Voluntary Withdrawal:

An employee who has health insurance coverage from a source other than the Town may elect to “opt out” of this benefit and receive a stipend listed below for the Health Plan coverage premium (single, two person, family) under which he/she had been covered and/or was eligible as of July 1 of the previous fiscal year:

Single Plan:	\$2,000
Two Person:	\$4,000
Family:	\$7,000

If two (2) or less bargaining unit members elect to opt out:

Single Plan:	\$2,000
Two Person:	\$4,000
Family:	\$7,000

If three (3) bargaining unit members elect to opt out:

Single Plan:	\$2,500
Two Person:	\$4,500
Family:	\$8,000

If four (4) bargaining members elect to opt out:

Single Plan:	\$3,000
Two Person:	\$5,000
Family:	\$9,000

If five (5) or more bargaining members elect to out:

ARTICLE XXII

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 thereunder 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 benefit 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 XXIV

LAW ENFORCEMENT INFORMATION PROFESSIONAL MEMBERSHIP AND EDUCATION INCENTIVE

- Section 1.** When the Police Department receives any information regarding work-related education, such as lectures, seminars, training, magazine periodicals, legal updates and opinions, and any other law enforcement update, said information shall be posted and/or made available to all Department members as soon as practical after its receipt.
- Section 2.** The Town will reimburse eligible employees for annual membership dues, not to exceed fifty dollars (\$50), in a professional association recognized and approved by the Chief of Police.
- Section 3.** Employees shall be eligible for tuition reimbursement in the annual maximum amount per officer of \$2,000.00 for courses taken toward an Associate's Degree; \$3,000.00 for courses taken toward a Bachelor's Degree; and \$4,000.00 for courses taken toward a Master's or Doctoral Degree. The officer must provide the Chief with notice of intent to apply for tuition reimbursement by August 31 of the prior fiscal year. Requests for reimbursement for which notification by August 31 was not provided may be granted at the discretion of the Chief.
- Section 4.** To receive the above tuition reimbursement the officer must receive a 3.0 GPA for each such course which must be taken at an accredited post-secondary institution.

ARTICLE XXVI

SHOP STEWARD

The Town of North Hampton agrees to recognize one (1) Shop Steward and one (1) alternate Shop Steward, to cover his/her absence. If a situation should arise which threatens to disrupt the workplace when the Shop Steward is on duty, the Employer will attempt to release the Shop Steward as soon as practical to investigate the matter without loss of pay. If a settlement cannot be reached, the Steward shall report it by telephone to the Union Business Agent. If the issue still cannot be settled, the Steward shall reduce any resulting grievance to writing and submit it in accordance with the grievance procedure.

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.

ARTICLE XXVIII

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 the 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 XXX

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 following commencement of the initial meeting, then the matter shall be postponed until contract negotiations are reopened.

APPENDIX A
SALARY SCHEDULES

Section 1 POLICE

For the duration of this Agreement, police officers shall be paid in accordance with the following salary schedules. New officers will be placed on Step 1 at the completion of their probationary period. Officers who are hired with certification may be placed on the schedule based on their years of comparable experience, as determined by the Chief of Police, provided that no new officer is placed on a step higher than a current officer with comparable experience.

Any officer who has obtained a Bachelor's Degree or higher will receive a salary increase of 1% or \$750.00, which is higher.

Officers will advance one step on the schedule and receive a COLA adjustment of 2% each year of this Agreement. It is expressly agreed that the schedule shall expire at the end of this Agreement and will not be subject to automatic renewal under Article XXXI Section 2.

For the duration of this Agreement, a police officer who has been at the top step in the applicable schedule for one year, will receive a wage adjustment based on the most recent Portsmouth, NH/Maine Metropolitan Area Statistical Increase for All Wage Earners, provided that the adjustment shall not be less than 2% nor more than 3%.

POLICE OFFICER SALARY	
STEP	
1	\$52,148.00
2	\$53,321.33
3	\$54,521.06
4	\$55,747.78
5	\$57,002.11
6	\$58,284.66
7	\$59,596.06
8	\$60,936.97
9	\$62,308.05
10	\$63,709.99
11	\$65,143.46
12	\$66,609.19

ARTICLE XXXI

DURATION OF AGREEMENT

- Section 1.** This Agreement shall be effective as of July 1, 2022, and shall remain in effect until June 30, 2025.
- Section 2.** It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing one hundred and twenty (120) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date; this agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.
- 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.

In Witness Whereof, the parties have here unto set their hands and seal this ____ day of _____, 2022.

Select Board:

**Local Number 211 of the New England Police
Benevolent Association:**


James Sununu, Chair


James Maggione, Vice Chair


Jonathan Pinette, Selectman


James Mascioli


Jeffery Barnes


Paul Yanakopoulos


Asa Johnson