# CHAUFFEURS, TEAMSTERS AND HELPERS

LOCAL UNION NO. 633 OF NEW HAMPSHIRE

*Affiliated with the*
International Brotherhood of Teamsters

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## CONTRACT DISTRIBUTION FORM FOR TEAMSTERS LOCAL NO. 633 OF NH

**TO:** **Public Employees Labor Relations Board**
**GAA Plaza – Building #2**
**153 Manchester Street**
**Concord, NH 03301**

JAN 17 2008

**CONTRACT BETWEEN LOCAL 633 OF NH AND :**

TOWN OF RYE, N.H.
AND
RYE POLICE ASSOCIATION

**COMPANY**

**FOR THE TERM OF:** 4/01/08 - 3/31/11

**DATE MAILED:** January 16, 2008

JAN 17 2008

# COLLECTIVE BARGAINING AGREEMENT

# BETWEEN

# TOWN OF RYE, N.H.

# AND

# RYE POLICE ASSOCIATION

# TEAMSTERS LOCAL 633 OF NEW HAMPSHIRE

## 2008 - 2011

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## ARTICLE 1 - PREAMBLE AND RECOGNITION

The Town of Rye, NH, is represented by its Board of Selectman and herein after referred to as the Board. Teamsters Local 633 of New Hampshire (Rye Police Association), is certified by the State of New Hampshire Public Employees Labor Relations Board and hereinafter referred to as the Association. The Board and the Association enter into this document hereinafter referred to as Agreement in order to set forth terms and conditions of employment.

The Board recognizes Teamsters Local 633 of New Hampshire, as the sole and exclusive bargaining agent for all regular full-time and regular part-time police officers of the Rye Police Department, excluding the Police Chief, Lieutenant, all other supervisors, professional and confidential employees, persons in a probationary or temporary status, employed seasonally, irregularly or on call, and all other employees of the Town of Rye. Nothing in this AGREEMENT shall deprive or limit the parties to this AGREEMENT in the exercise of any rights and liberties granted them under the laws of the State of New Hampshire or the United States of America.

The members of the Associations' bargaining committee who are scheduled to work a tour of duty luring negotiations shall be granted time off without loss of pay and benefits for all meetings between the Town of Rye and the Association for the purpose of negotiating the terms of an AGREEMENT.

This AGREEMENT becomes effective at 0001, April 1, 2008 subject to funding at the Annual Town Meeting.

## ARTICLE 2 - PROBATIONARY EMPLOYEES

Section 1

All new full time appointees for those positions covered by this AGREEMENT shall serve no less than six (6) months or more than one (1) year probationary period as deemed necessary by the Chief of Police. All full time appointees who have completed satisfactorily the probationary period shall be known as regular employees.

Section 2

The Town has the right to discipline and or discharge a probationary appointee without recourse by the Association.

Section 3

Appointees while on probation shall be entitled to the same benefits as regular employees, unless otherwise provided in this AGREEMENT.

## ARTICLE 3 - MANAGEMENT RIGHTS

Section 1

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*. The rights of the employees in the bargaining unit and the Association hereunder are limited to those specifically set forth in this AGREEMENT, and the *Town* retains all prerogatives, functions, and rights not specifically limited by the terms of this AGREEMENT. The *Town* shall have no obligation to negotiate with the Association with respect to any such subjects or the exercise of its discretion and decision making with regard thereto any subject covered by the terms of this AGREEMENT and closed to further negotiations for terms hereof, and any subject which was or might have been raised in the course of collective bargaining, but is closed for term hereof.

Section 2

Without limitations, but by way of illustration, the exclusive prerogatives, functions, and rights of the *Town* shall include the following:

1. To direct and supervise all operations, functions and policies of the Employer in which the employees in the bargaining unit are employed.
2. To determine the need for a reduction or an increase in the work force.
3. To establish, revise and implement standards for hiring, classification, promotion, quality of work, safety, materials, uniforms, appearance, equipment, methods and procedures. It is jointly recognized that the *Town* must retain broad authority to fulfill and implement its responsibilities and may do so by oral and written work rules, existing or future.
4. To implement new, and to revise or discharge, wholly or in part, old methods, procedures, materials, equipment, facilities and standards.
5. To assign and distribute work.
6. To determine the need for and the qualifications of new employees, transfers and promotions.
7. To assign shifts, workdays, hours of work and work locations.
8. To discipline, suspend, demote or discharge an employee.

Section 3

The exercise of any management prerogative, functions or rights 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 4 - NO STRIKE CLAUSE

Under no circumstances will the Association cause, encourage, sponsor or participate in any strike, sit-down, stay-in, stay-out, sick-in, sick-out, work slowdown of any kind while on duty, multiple resignations, withholding of services or any curtailment of work or restriction of interference with the operations of the Police Department of the Town of Rye during the term of this AGREEMENT. In the event of any such activity, the Board shall not be required to negotiate on the merits of the dispute which gave rise to such activity until any and all such activity has ceased. Further, the Town may, at its option, institute any or all proceedings in court, at law, or in Equity, or in Arbitration as it may choose.

In the event that any of the activities described above, or any generically similar activities occur, then the members of this Association shall individually and in their capacity as Association Officers immediately call upon each participant and urge an immediate end to such activities. It is understood that any employee violating this Article shall be subject to immediate discharge.

## ARTICLE 5 - GRIEVANCE PROCEDURE

Section 1

The purpose of the procedure set forth hereinafter is to produce proper and equitable solutions to grievances. All grievances will be handled as provided in this Article.

The parties agree that such procedures shall be kept as informal and confidential as may be appropriate for the procedural level involved. Nothing in this AGREEMENT shall prevent any employee from individually presenting any grievance to his/her employer, without representation of the Association, provided that the adjustment is not inconsistent with the terms of this AGREEMENT, and. provided, further, that the Association may be present at Grievance meetings (other than Level 1) and state its position of the Grievance if the employee so desires. Those Grievances reduced to writing and resolved without Association representation shall be documented and forwarded to the Association within ten (10) working days.

Section 2

The following definitions shall apply for the purposes of this AGREEMENT:

1. Grievance shall mean a complaint by an employee that the Town has interpreted and applied the AGREEMENT in violation of a specific provision thereof.
2. An aggrieved employee shall mean the employee making the complaint.
3. The Town, as usual, herein shall mean the Board of Selectmen.
4. For purposes of this Article, "working days" shall mean Monday through Friday, exclusive of legal holidays.

Section 3

A matter which is not specifically covered by this AGREEMENT, or which is reserved by law so long as same is not in conflict with any provision of this AGREEMENT is not subject to the arbitration procedure. Only grievances as defined above, may be arbitrated under the provisions of Article 6.

Section 4

Since it is important that Grievances be processed rapidly as possible, the number of days indicated at each level shall be considered as maximum. The time limits specified maybe extended only by prior written mutual agreement.

The Association, when requested by an employee, may assist him or her in processing a grievance~ In so assisting the employee, the Association shall be given the opportunity to discuss the matter with the employee and any other employees who may have information bearing on the matter, prior to presenting the grievance. The Association will be notified of the scheduled time and duration of this procedure, which shall not interfere with department business.

Section 5

Individuals of the Association or the Association may seek review of, action on, and remedies for grievances either through court action and/or the formal grievance procedure as hereinafter provided for.

Section 6

1. **Level 1 - Oral (supervisor):** The aggrieved employee shall first present the Grievance to a Sergeant within three (3) working days of the day the aggrieved employee knew, or should have known, of the event, or events, on which the Grievance is based. The Sergeant shall respond to the aggrieved employee within three (3) working days of the presentation of the Grievance.
2. **Level 2- Written (Police Chief):** If the Grievance is not resolved to the satisfaction of the aggrieved employee by the Sergeant, then within three (3) working days, it shall be reduced to writing, signed by the employee, and forwarded to the Police Chief. The Police Chief shall schedule and meet with the aggrieved employee within eight (8) working days. The Police Chief shall then respond within three (3) working days of said meeting.
3. **Level 3 - Written (Board of Selectmen):** If the Grievance is not settled to the satisfaction of the aggrieved employee at level 2, the aggrieved employee may submit a written grievance to the Board of Selectmen within five (5) working days of the due date for response at level 2. The Board of Selectmen and the aggrieved employee shall meet within five (5) working days of submission of the Grievance to the Board's level. The Board shall submit a written response within three (3) working days of said meeting. (Refer to Article 6 for processing to level 4 - Arbitration.)

## ARTICLE 6 - ARBITRATION

Section 1

If the grievance has not been resolved to the satisfaction of the aggrieved employee, the Association may, by giving written notice to the Town, within ten (10) working days after the end date of the meeting referred to in Level 3, submit the grievance to Arbitration. Such notice shall be addressed in writing to the Board of Selectmen.

Section 2

In the event that the Association elects to proceed to Arbitration, the Board or its Designee, and the Association will endeavor to agree upon a mutually acceptable arbitrator and obtain a commitment from said Arbitrator to serve. If the parties are unable to agree upon an Arbitrator or to obtain a commitment to serve, the Grievance shall be referred to the American Arbitration Association by the Association no later than twenty (20) days after the receipt of the notice of submission to Arbitration, Section 1. In such event, the Arbitrator shall be selected in accordance with the Rules of the American Arbitration Association, then applicable to oluntary labor Arbitration.

Section 3

The costs for the services of the Arbitrator, including per diem expenses, if any, and actual and necessary travel, Subsistence expenses and the cost of the hearing room shall be borne equally by the parties. Any other expenses shall be paid by the party incurring same.

Section 4

Questions of arbitratibility are not waived and may be raised by either party in Arbitration or any other appropriate forum. The function of the Arbitrator is to determine the interpretation and application of specific provisions of the agreement. There shall be no right in Arbitration to obtain and no Arbitrator shall have any power or authority to award or determine any change in, modification or alteration of, addition to, or deletion from any other provisions of this Agreement.

The Arbitrator may, or may not, make his award retroactive to the initial filing date of the Grievance as the equities of the case may require.

Section 5

Each Grievance shall be separately processed to any Arbitration proceeding; hereunder unless the parties otherwise agree.

The Arbitrator shall furnish a written opinion specifying the reasons for his decision. The decision of the Arbitrator, if within the scope of his authority and power within this Agreement shall be final an binding upon the Association and the Town and the aggrieved employee who initiated the Grievance.

## ARTICLE 7 - RESIDENCY

Police officers covered by this Agreement shall live within a twenty (20) mile radius of the station, Upon application by an employee to the Police Chief, the Chief may grant a specific exemption to the 20 mile limit.

## ARTICLE 8 - PERSONNEL

Section 1

Should there be a reduction of Department personnel covered by this Agreement, the employee with least seniority, regardless of rank, in the Department shall be laid off first and rehired in the inverse order of layoff in accordance with the following procedures:

In the event of a recall to work after layoff, notices of recall shall be sent by certified or registered mail or delivered in hand to the qualified employee's last known address as shown of the town records. The recall notice shall state the time date on which the employee is to report back to work. A recalled employee shall be given at least ten (10) calendar days notice, excluding Saturday and Sundays, to report to work. In the event a recall is necessary on less than ten (10) days notice, the Town may call upon the laid off employees, either personally or by telephone, until an employee, who is qualified and able to return to work immediately, is located. In such case, the qualified employee able to return to work immediately will be given a temporary assignment not to exceed ten (10) days, and employees who are otherwise qualified to perform the work but were passed over because of their inability to return to work immediately will be given notice to report for work

at the end of said ten day period. Qualified employees who have been given notices to report for work must, unless confined due to proven illness or injury, make themselves available for such work assignment no later than the end of said ten day period after notice has been given or they shall forfeit such seniority status as they have accrued with the Town. However, should there be no work assignment when the employee does not report within then (10) days set forth herein, then the employee shall retain his seniority status and be entitled to another notice of recall. No new employee shall be hired until all employees who have been laid off for twelve (12) months or less have been given the opportunity to return to work.

Section 2

Seniority shall be defined for the purpose of the Agreement as the length of continuous employment in the Bargaining Unit for the date of Permanent Certification. For purposes of Seniority, time spent in positions outside of the Bargaining Unit and positions outside of the Bargaining Unit and positions in other Bargaining Units or time spent on unpaid leaves of absence shall not be counted towards the compilation of Seniority.

Section 3

Temporary lay-off of personnel shall be subject to the approval of the Board of Selectmen. Nothing contained herein, however, shall in any way limit the Town from dismissing any employee for just cause pursuant to the disciplinary actions and procedures provided for.

Section 4

The Selectmen and the Association re-affirm and will maintain the policy of nondiscrimination against any person because of sex, race, creed, national origin, marital status or participation in Association activities, and agree to abide by the provisions of RSA 273-A, and particularly RSA 273-A:5 which enumerates unfair labor practices.

Section 5

Permanent reduction of personnel (full-time police officers) shall be subject to approval to the next Town Meeting. (This section added by vote of the Annual Town Meeting held 12 March 1983 with a hand vote of yes - 204, No - 139.)

## ARTICLE 9 - HOURS OF WORK

Section 1

The 40 hour work week shall be effective for the Police Department employees.

Section 2

Scheduling and length of shifts is reserved solely to the Police Chief as required for the efficient operation of the Police Department.

Section 3

When any shift becomes open due to any reason, the shift will be covered by a member of this Association by seniority, if available to work, Special Police Officers may be utilized.

Section 4

In the Police Department, should a second Police Officer be required by the Police Chief to man a patrol shift on Saturday or Sunday day shift, part-time, Special Police Officers may be utilized.

Section 5

It shall be the sole responsibility of the Police Chief to assign shifts and hours of work in the department.

## ARTICLE 10 - OVERTIME

'ection 1

Overtime shall be paid to any employee covered by this AGREEMENT who works or is required to work more than forty (40) hours, in the Police Department in a given work-week. This would include scheduled schooling/training outside scheduled working hours. Said compensation shall be at the rate of one and one half (1 1/2) times the employee's regular hourly rate. Overtime will be paid for actual overtime worked, to the next half-hour. Regular hours include earned sick leave, vacation, bereavement leave, personal days.

Section 2

Full-time regular employees required to attend Administrative Hearings as part of the job requirement shall, if such attendance falls on off duty hours, be entitled to overtime.

Section 3

Overtime shall be paid for time spent in court whenever that time is outside the regular work shift. Court checks must be turned into the Town if overtime under this section is accepted.

Section 4 - Swapping Shifts

It is expressly understood that swapping shifts between personnel is not subject to these overtime provisions, i.e. any additional hours worked because of a swap will not be added to the forty (40) hour regular work week.

Section 5 Call Back

Members of this Association called back to work shall be guaranteed two (2) hours of overtime. Time actually worked beyond the two (2) hours call back period shall be paid to the next half (1/2) hours. Officers called back for court or motor vehicle hearings shall be guaranteed three (3) hours of overtime.

ection 6

All overtime shall go to the full-time members of this Association first and in order of seniority. If no full time member of this Association is available then time can be offered to special officers.

## ARTICLE 11 - HOLIDAYS

Section 1

The following days shall be considered holidays:

New Year's Day, Columbus Day, President's Day, Veteran's Day, Martin Luther King/Civil Rights Day, Thanksgiving Day, Memorial Day, Christmas Day, Independence Day, Labor Day

Section 2

Employees shall receive ten days (80 hours) of additional pay to be received in a separate check, on or about December 1 of each year, whether or not the employee has worked the holiday or not. For new employees or employees leaving the employment of the Town this payment will be prorated for the number of holidays during that portion of the year that the employee was actually employed by the Town.

Section 3

Full time members of the Association who work on Memorial Day, Indepedence Day (July 4th), Thanksgiving Day, Christmas Day or New Year's Day shall be paid one and one-half (1 ½) times the employee's regular rate of pay. The holiday shall be defined as the 24 hour period on the day the Town Observes the holiday, with the exception of Christmas Day, New Years Day, and the Fourth of July. On Christmas Day, New Years Day, and the Fourth of July the holiday shall be defined as the 24 hour period on the actual day of the holiday.

Section 4

Should an employee be called in to work during a holiday, the rate of pay for the hours worked during the holiday shall be at the rate of time and one-half. In no event shall an employee working a holiday receive pay in excess of one and one-half (1 ½) times their regular rate of pay.

## ARTICLE 12 - VACATION

Section 1

Vacation shall be earned in accordance with the following schedule:

- Employees vacation shall accrue on the employee's anniversary date of full time employment with the Town of Rye.
- From start through four years of continuous service, 80 hours (6.66 hrs/month)
- After four years and through ten years continuous service, 120 hours (10 hrs/month)
- After ten years and through fifteen years continuous service, 160 hours (13.33 hrs/month)
- After fifteen years and through twenty years continuous service, 160 hours (13.33 hrs/month) plus eight hours per year (.66 hrs/month) for each year worked after fifteen.
- After twenty years continuous service, 200 hours (16.66 hrs/month)

Section 2

Vacation leave may be accumulated up to two hundred forty (240) hours for the Police Department employees, provided however that each employee must take at least forty (40) hours vacation during his or her anniversary year. At the time of retirement or voluntary resignation, the employee shall be paid his accumulated vacation shifts. In the event of the employees death, his accumulated leave shall be paid to his spouse or estate within thirty (30) days of members death. Vacation not taken beyond the two hundred forty (240) hours accumulation allowed herein shall be lost. All vacation time must be approved in advance in writing by Department head or his designee.

Section 3

Probationary employees shall not take more than 40 hours vacation during their probationary period.

Section 4

If vacation is to be taken in blocks of 40 hours or longer, then the employee shall, if they so request, be paid his vacation pay on the payday next/prior to his departure on vacation.

Section 5

Vacation requested on holidays will require approval of the Police Chief and be subject to availability of replacement.

Section 6

Vacation approval/ disapproval to employee within 5 days of submission date.

Section 7

Special police officers may be utilized as vacation relief personnel to replace regular employees while they are on vacation for more than five (5) shifts if working a five (5) shift week or four (4) shifts if working a four (4) shift week consecutively.

Section 8

Members of this Association may be reimbursed for vacation up to ten (10) days. Notification to the Town is required as in Section 4 above.

Section 9

For new employees or those separated from employment either by termination, resignation or retirement, vacation shall be prorated and paid or taken only for that portion of the year actually worked.

## ARTICLE 13 - SICK LEAVE

Section 1

Sick leave shall be earned at the rate of one (1) day per month with a twelve (12) day per year total with limitations as to accumulation outlined in Sections 2 and 3 of this Article.

Section 2

For employees hired full time before January 1, 1993 sick leave shall be earned as stated in Section 1. When an employee leaves the Department for any reason they shall be paid for one half (1/2) their unused sick leave not to exceed 50 working days. Said payment shall be at the employee's current rate of pay.

Section 3

For employees hired full time after July 1, 1993 sick leave shall be earned as stated in Section 1. When an employee leaves the Department for any reason they shall be paid for one half (1/2) sick leave not to exceed 30 working days. Said payment shall be at the employee's current rate of pay.

Section 4

An employee giving the Town forty-five (45) days notice prior to leaving for any reason will be paid all due monies on effective release date. If notice is not received by the Town then employee shall be paid within. thirty (30) days of leaving.

Section 5

In the event of death of a member of this Association prior to leaving the full time employment of the Town, the Town shall pay to the employee's surviving spouse or estate any and all sums due under Sections 2 and 3 of this Article 13. Payment shall be made within thirty (30) days after the employee's death.

Section 6

The Town may require a physicians statement if an employee is on sick leave for three (3) consecutive working days.

Section 7

Sick leave shall not be charged for work related injuries occurring to the employee in the performance of their employment.

Section 8

Injury, illness or disability, self-imposed or resulting from the misuse of drugs or alcohol shall not be considered a proper claim for leave under this article unless the employee has sought or is seeking professional help for said problem.

Section 9

Special police officers may be utilized as sick leave relief personnel to replace regular employees while they are on sick leave for more than five (5) shifts if working a five (5) shift week or four (4) shifts if working a four (4) shift week consecutively.

***Section 10***

An annual bonus of two hundred fifty dollars ($250.00) will be paid on or about the first pay period of a new year to any member who did not use any sick time during the previous calendar year.

## ARTICLE 14 - INJURY LEAVE

Section 1

The Town shall provide Worker's Compensation for all members of this Association as prescribed by State Statutes and regulations.

Section 2

When an employee is absent from work after sustaining a personal injury or illness arising out of and in the course of their employment for the Town of Rye, they shall be entitled to receive from the Town the difference between the amount paid to the employee's regular straight time pay for a period not to exceed eighteen (18) months, except in the case of an extension granted upon the recommendation of the Chief and the approval of the Board of Selectmen. Actual payment of wages under this Article shall be the payment by the insurance company of the worker's compensation benefit as determined by the Department of Labor and a supplemental payment by the Town which will be the difference between the worker's compensation payment and the employee's regular straight time compensation. In no case shall the combination of worker's compensation payments and the differential paid by the Town equal more than one hundred percent (100%) of the employee's regular straight time rate of pay.

Section 3

Special police officers may be utilized as injury leave relief personnel to replace regular employees while they are on injury leave for more than five (5) shifts.

## ARTICLE 15 - BEREAVEMENT LEAVE

Section 1

Special leave of three (3) working days with pay between the death and the date of the funeral, inclusive, shall be granted in the event of death of the following:

Spouse, Child or stepchild, Father, Mother, Sister, Brother, Father-in-law, Mother-in-law, Brother-in law, Sister-in-law, Significant other, Grandmother, Grandfather, or Ward of the employee's home.

Section 2

An additional two (2) working days with pay may be granted by the Police Chief at the Chiefs discretion, subject to the approval of the Board. Under special circumstances, the Chief may grant bereavement leave for persons not listed in section 1.

## ARTICLE 16 - UNIFORMS

Section 1

The Town shall provide all new members of this Association with new uniforms and equipment as enumerated in the department's rules and regulations or SOP's.

Section 2

Damaged or loss to above uniforms arising out of and in the normal course of duty, excluding reasonable wear and tear, shall be replaced or repaired by the Town.

Section 3

The Chief shall designate where uniforms and equipment shall be procured and on what basis uniforms and equipment shall be replaced. An amount not less than $500.00 per member of the Association shall be included in the department's budget. Monies will be dispersed by the Chief on an as needed basis.

Section 4

If the department changes uniforms, members of the Association will be furnished three (3) sets of uniforms, winter and summer.

## ARTICLE 17 - LONGEVITY PAY

Section 1

Longevity pay shall be earned in accordance with the following schedule:

After twenty (20) years of continuous full time service$.50 per hour.

After twenty-five (25) years of continuous full time service$.75 per hour.

After thirty (30) years of continuous full time service$1.00 per hour.

Section 2

The above-stated longevity pay shall be added to the normal hourly rate after any adjustments are made to reflect the cost of living increases. Longevity pay will only be paid once an employee has reached the top of the pay/ wage range.

## ARTICLE 18 - PRIVATE DETAILS

Section 1

Private details are those work details which are not considered as public employment by The Board, i.e. that is not supported by local property tax dollars.

Section 2

All private details shall be paid to members of the Association assigned, at the following rates:

2008 --- $38.00 per hour

2009 --- $40.00 per hour

2010 --- $42.00 per hour

Any member who works a private detail on Memorial Day, Independence Day (July 4th), Thanksgiving Day, Christmas Day or New Year's Day, as defined by Article 11- Section 3, shall be paid an extra ten dollars ($10.00) per hour.

If a member of the Association works a private detail for a mutual aid town/city, the Association Members shall receive the rate of pay in accordance with that town/city(s) hourly wage or which ever is higher. This shall only occur when the Town of Rye must submit billing for services rendered by the Association member. A surcharge equal to twenty percent (20%) of the hourly rate paid to the officer shall be added to said hourly rate to be paid to the Town by the contracting party as administrative and collection surcharge for all private details. The Town shall not involve itself in establishing and/or quoting prices for special details, but all payments by venders shall be made directly to the Town in accordance with regulations established by the Town.

Section 3

Association members are guaranteed a minimum of four (4) hours per private detail, and shall be paid for all private details worked by separate pay check on the next regular pay day or no later than the second regular pay day after the detail.

Section 4

Private details are NOT subject to the OVERTIME provisions of this agreement.

Section 5

Private detail assignment shall be made in accordance with departmental regulations. But nothing contained herein or in any such regulation shall obligate any member to serve/accept any private detail(s). All private details SHALL go to members of this ASSOCIATION first, in order of seniority, and before being offered to special officers.

Section 6

Any and all reporting income earned from private details shall be separate and apart from any and all reporting of income earned through regular duty and shall always clearly specify that such income \vas earned by the Association member off duty working additional hours above and beyond his regular work schedule.

## ARTICLE 19 - OTHER INSURANCE/ LIFE AND HEALTH INSURANCE

Section 1

During the term of this AGREEMENT the TOWN will maintain a life insurance policy in an amount equal to one times base yearly wage (hourly rate times 2080 hours) for each member of the ASSOCIATION, at no cost to the employee.

Section 2

During the term of this AGREEMENT the TOWN will maintain disability insurance presently in effect. Effective April 1, 2003, the Town will provide Long Term disability under terms that will provide payment of sixty percent (60 %) of their base wage after the applicable waiting period.

Section 3

During the term of this AGREEMENT, the TOWN will provide health insurance for each member of the ASSOCIATION under the following terms:

Blue Cross/ Blue Shield Plan (Comp 500) with $500.00 deductible as outlined in the plan description attached and made part of this AGREEMENT. The TOWN shall "pay down" the deductible portions of the Comp 500 Plan to those of the previously used JW Plan as follows:

A. Individual Coverage: $500 annual deductible. TOWN pays $400 back to employee, if used. Major Medical deductible, TOWN pays back up to $1500 to employee, if used.

B. Two-Person Coverage: $1000 annual deductible. TOWN pays $800 back to employee, if used. Major Medical deductible, TOWN pays back up to $3000 to employee if used.

C. Family Coverage: $1000 annual deductible. TOWN pays $800 back to employee, if used. Major Medical deducible, TOWN pays back up to $4000 to employee, if used.

TOWN shall establish a single point procedure for filing of necessary paperwork for employees seeking reimbursement for these deductibles. Strict rules of confidentiality shall be used in these procedures.

Single employee health insurance is provided at no cost to the employee; however, as insurance coverage graduates to two person coverage or family coverage, 80% of each coverage will be paid by the TOWN; 20% to be paid by the employee as a payroll deduction.

The TOWN and the ASSOCIATION agree to ongoing discussion regarding health insurance options.

Section 4

During the term of this AGREEMENT, the TOWN will provide dental insurance for each member of the ASSOCIATION under the following terms:

Delta Dental, Option I offered by the NH Municipal Association. A one person rate for dental insurance is provided by the TOWN at no cost to the employee.

Section 5

Increases or decreases in health insurance premiums to the TOWN shall be applied to the TOWN and

the employee at the rate of 80% and 20%, respectively. An increase in benefits causing an increase in premium shall be reviewed by the covered employees before the increase is instituted.

Section 6

Effective April 1, 2004, the Town will provide short-term disability coverage under such terms that employees will receive up to sixty six and two thirds (66 2/3 %) of their base wage after any applicable waiting period. Employees are not entitled to collect both short-term disability pay and full time sick leave. However, an employee may use accumulated sick leave to augment short-term disability pay up to the employee's normal base wage (hourly rate times 40 hours).

## ARTICLE 20 - GENERAL

Section 1

The Association recognizes the prerogatives of the Town to operate and manage its affairs in all respects, except as specifically covered by this Agreement. As to every matter not expressly covered by this Agreement and except as expressly or directly modified by clear language and a specific provision of this Agreement, the TOWN retains, exclusively to itself, all rights and powers that it has, or maybe hereafter be granted by law, and shall exercise the same without such exercise being made subject of grievance or Arbitration.

Section 2

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 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 Association, for the life of this Agreement, each, voluntarily and unqualifiedly, waives the right and each agrees that the other shall not be obligated to Bargain Collectively with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement.

Section 3

The waiver or breach of conditions of this Agreement by either party shall not constitute a precedent with respect to future enforcement of any, or all, of the terms of this Agreement.

Section 4

The Town and the Association herein agree this Document represents the entire Agreement between the parties and that no other Agreement, understanding or past practice exists, except as is specifically enunciated in this Agreement.

Section 5

Notwithstanding any other provisions of this Agreement, any Grievance resolved at a Grievance Level below that of the Level of the Board of Selectmen shall be specifically subject to their review.

Section 6

If any Article or Section of this Agreement shall be held invalid by operation of Law or by any governmental agency or any tribunal or Court of Competent Jurisdiction, the remainder of the Agreement shall be construed as remaining in full force and effect. In the event that any Article or Section is held invalid or without force of Law, the parties herein agree to enter into negotiation, upon the written request of either party for the purpose of arriving at a mutually satisfactory replacement for said Article or Section.

Section 7

SOP's shall be established for the operation of the department and SHALL NOT be established to supersede any part of this AGREEMENT.

Section 8

Special police officers may be utilized as training relief personnel to replace regular employees while they are away on training for more than five (5) shifts if working a five (5) shift week or four (4) shifts if working a four (4) shift week consecutively.

## ARTICLE 21 - PROMOTIONS

Section 1

All promotions for positions covered by this Agreement, shall be made from among permanent members of this Association, provided that such members are at least equally qualified with applications/applicants from outside the Association.

Section 2

All promotions shall include but not be limited to successful passing of competitive written and/***or*** oral examinations. Written examinations are to be administered by a recognized outside agency experienced in the dministration of police examinations and approved by the department chief and the Board of Selectmen.

## ARTICLE 22 - PERSONAL DAYS

Section 1

Association members covered by this Agreement are entitled to four (4) personal days per calendar year. Days must be used in the calendar year earned with no banking allowed.

Section 2

Days not used in the calendar year earned will be lost on the last day of calendar year.

Section 3

All requests for personal days on Holidays (See Article 11) will require approval of the Police Chief and be subject to replacement.

## ARTICLE 23 - SALARY

Section 1

Town of Rye Police Department shall be paid in accordance with the Town of Rye wage and salary as follows: Patrol Officer- grade 9, Corporal- grade 10, Police Sergeant- grade 12. It is understood that the wage and salary for full time officers includes three steps within each applicable pay grade. These steps are Start, Mid-Point (after completing 3 years of service to the Town), and Maximum (after completing 7 years of service to the Town). After completing 12 years of service to the Town a patrol officer will be designated a Senior Officer and be placed at the next highest pay grade. An officer receiving a promotion from one pay grade to another will be placed on the new pay grade at the step appropriate for his length of service to the Town.

The pay rate for each grade will be frozen at the 2007 rate until April 1, 2009 when the COLAS for 2008 and 2009 would then be applied. In other words, these upgrades will take the place of any COLA in year one of the contract but the COLA will be applied to the grade, and the members of the Association will get the benefit of the 2008 and 2009 COLAS on April 1, 2009

Section 2

The base hourly rate set forth in Section 1 above shall be adjusted on April 1 of each year of the contract by multiplying the National Consumer Price Index (NCPI) times the base hourly wage. The NCPI shall be determined by taking the average of the 12 preceding months available (reported) as of December 1 of the year immediately preceding the effective date of increase. The NCPI as applied to the wages shall also be applied to the salary scale to ensure that it keeps track with inflation. For the period from April 1, 2008 through March 31, 2011 the amount of the NCPI applied shall be no less than 2.0% and no greater than 3.5%.

Section 3

Performance evaluations shall be conducted on or about the anniversary date of each employee's date of hire. Any employee who is dissatisfied with his/her annual evaluation may appeal the Department Head's assessment to the Town Administrator for an independent review. The Town Administrator may interview co-workers, review time sheets, consider any infractions or commendations, discuss performance with Department Head, and interview members of the public in arriving at a determination. The Town Administrator's independent review and determination shall be final.

Employees who are at the top of their pay scale before March 31, 2005 will receive an incentive of ½ %. The incentive pay shall not be added to the base salary and shall not be increased by the application of the NCPI.

## ARTICLE 24 - ANNUAL PHYSICAL

Section 1

Members of this Association will be provided annual physicals at Town expense. Members have the option to obtain physicals at the physician of their choice.

Section 2

If necessary, the Chief shall provide the employees with the required guidelines for such physical exam.

## ARTICLE 25 - DUES DEDUCTION

Upon receipt of an individually written authorization by an ASSOCIATION member covered by this contract and approved by the ASSOCIATION president, the TOWN agrees to deduct from the pay of each ASSOCIATION member so authorized the current ASSOCIATION 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 and in the event, no collection will be made from said employee for that month. The Town shall send the amount so deducted to the Treasurer of the ASSOCIATION. In no case will the TOWN attempt to collect fines or assessments for the ASSOCIATION beyond the regular dues. Should there be a dispute between an employee and the ASSOCIATION over the matter of deduction, the ASSOCIATION agrees to defend and hold the TOWN harmless in any such dispute.

The Town agrees to a D.R.I.V.E. check-off for employees. Upon written authorization by the employee, the Town shall deduct certain amounts as specified by the employee on a bi-weekly basis and remit same on a bi-weekly basis to the Local Union's D.R.I.V.E. account. The name of such fund is Granite State Teamsters' D.R.I.V.E. Where laws require written authorization by the employee, same is to be furnished in the form required. No unlawful deductions shall be made.

## ARTICLE 26 - 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 employee's scope of employment. The Town shall indemnify all employees for any judgments entered against them missing out of an act or omission by the employee acting in good faith within the employee's scope of employment to the extent that the claim is within the limits of coverage of an insurance policy maintained by the Town.

## ARTICLE 27 - POLICE DEPARTMENT EDUCATION PROGRAM

Each police department employee covered by this agreement shall be reimbursed up to $2000.00 in a calendar year for actual course tuition for any course that is Job related and/or a core course successfully completed in an accredited program, which, when completed will award a qualifying degree. Any course must be approved in advance by the Police Chief. Reimbursement shall be made within thirty (30) days of the submission of an official transcript indicating a passing grade in the course taken. Transcript and evidence of aid tuition shall be submitted to the Police Chief for payment. Any employee covered by this Agreement who elects to take an approved course, does so on the employee's own time and will not be paid in any respect for the time spent taking such course.

Any full time officer who has completed the following degree requirements from an accredited college or university shall receive an education incentive as follows:

Associates Degree- One half percent (.5%) added to the employees base hourly rate.

Bachelors Degree- One percent (1%) added to the employees base hourly rate.

Masters Degree- $1.00 per hour added to the employee's base hourly rate.

## ARTICLE 28 - DURATION

ction 1

This Agreement shall be in full force and effective from 0001, 1 April 2008 through 2400, 31 March 2011. This Agreement shall continue in full force and effect from year to year thereafter, unless written notice by certified mail of desire to terminate is served by either party upon the other at least ninety (90) days prior to date of expiration.

Section 2

If either party desires to add new articles or delete or change any article(s) in this Agreement, written notice by certified mail shall be served on the other party at least ninety (90) days prior to March 31st of the current calendar year.

Section 3

If negotiations are in progress at the expiration date of this Agreement, the Agreement shall continue in effect by mutual consent of both parties until conclusion of the negotiations.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED THIS 10 DAY OF December, 2007

FOR THE TOWN OF RYE

FOR RYE POLICE ASSOCIATION, TEAMSTERS, LOCAL 633