

COLLECTIVE BARGAINING AGREEMENT

TOWN OF RYE, NH

AND

RYE POLICE ASSOCIATION

AFFILIATED WITH

TEAMSTERS

CONTRACT PERIOD

APRIL 1, 2023 THROUGH MARCH 31, 2026

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, Deputy Chief, Lieutenant, 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 during 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, 2023 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. The probationary period shall deem to commence upon the employee's appointment to a position qualified for membership in the bargaining unit. 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.

Section 4

No employee shall, as a condition of employment, be required to become a member of the Union or pay a service fee. The Union agrees that it will not interfere with the rights of any or all non-union members employed by the Town.

Beginning with the first pay period following completion of the initial probationary period, an individual who is not a member of the Union, may at his/her sole discretion, opt to have a service fee equal to eighty-seven point zero four percent (87.04%) of the Union's dues deducted from the his/her regular pay check in lieu of dues to the extent applicable by law. The Town agrees to collect and forward to the Union, such fee from the employee's regular pay checks, as long as the employee agrees and signs an Authorization for Deduction form.

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, and 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, to the extent permissible under RSA chapter 91-A, 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, 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 as rapidly as possible, the number of days indicated at each level shall be considered as maximum. The time limits specified may be extended only by prior written mutual agreement. Failure by the employee to submit the grievance in accordance with these time limits

without such waiver shall constitute an abandonment of the grievance.

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 through the formal grievance procedure as hereinafter provided for. Decisions rendered through the arbitration procedure set forth in Article 6 shall be subject and may be enforced pursuant RSA chapter 542. Nothing in this Section 5 shall prohibit a party from seeking relief in a court of competent jurisdiction for claims and causes of action not arising from the interpretation or application of this Agreement.

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 five (5) 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 seven (7) working days of the due date for response at level 2. The Board of Selectmen and the aggrieved employee shall meet within ten (10) working days of submission of the Grievance to the Board's level. The Board shall submit a written response within seven (7) 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 Public Employee Labor Relation's Board grievance arbitrator appointment process 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 and protocols of the Public Employee Labor Relations Board, then applicable to grievance 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 arbitrability 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 and binding upon the Association, 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, 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 and 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 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, participation in Association activities, or any other characteristic or status protected by Federal, State or local law or ordinance, 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

Section 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 and 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. In the event that the Town fails to provide an employee notice of a court cancellation, resulting in the employee's attendance at the Court, the employee will be entitled to a minimum of three (3) hours of pay at his/her overtime rate.

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 three(3) hours of overtime. Time actually worked beyond the three (3) 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.

Section 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, Indigenous Peoples Day, Presidents' 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, Independence 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 Year's Day, and the Fourth of July. On Christmas Day, New Year's 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:

- Vacation shall accrue on the employee's anniversary date of full-time employment with the Town of Rye. The rate of accrual set forth below shall be based on the number of years completed in service (i.e. an employee hired on January 1, 2020 will accrue vacation at a rate of 6.66 hrs/month as of January 1, 2021; an employee hired on January 1, 2020 will accrue vacation at a rate of 10 hrs/month as of January 1, 2024).
- After Six (6) months of continuous full-time employment 40 hours (6.66 hrs/month)
- On the First (1st) year and through the Third (3rd) year anniversary, 80 hours (6.66 hrs/month)

- On the Fourth (4th) year and through the Ninth (9th) year anniversary, 120 hours (10 hrs/month)
- On the Tenth (10th) year and through the Fifteenth (15th) year anniversary, 160 hours (13.33 hrs/month)
- On the Sixteenth (16th) year anniversary, 168 hours (14 hrs/month)
- On the Seventeenth (17th) year anniversary, 176 hours (14.66 hrs/month)
- On the Eighteenth (18th) year anniversary, 184 hours (15.33 hrs/month)
- On the Nineteenth (19th) year anniversary, 192 hours (16 hrs/month)
- On the Twentieth (20th) year anniversary, 200 hours (16.66 hrs/month)
- After Twenty years of continuous service: 200 hours (16.66 hrs/month)

Section 2

Vacation leave may be accumulated up to two hundred forty (240) hours for 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/her accumulated vacation shifts. In the event of the employee's death, his/her accumulated leave shall be paid to his/her spouse or estate within thirty (30) days of member's death. Vacation not taken beyond the two hundred forty (240) hours accumulation allowed herein shall be lost. Under no circumstances will an employee or their estate be paid for more than 240 hours of accumulated vacation time.

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/her 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

All vacation time must be approved in advance in writing by Department head or his designee.

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 per anniversary year. The Town will provide such reimbursement within fourteen days of being notified of the member's election for reimbursement.

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.

Section 10

Commencing on each employee's next anniversary date of full-time employment with the Town of Rye, the accrual of vacation hours will begin to be recorded monthly, in the monthly increments already listed in the contract. This change is intended as a bookkeeping change, to facilitate the Town's proration of the employee's final year of vacation accrual when calculating the employee's payout upon separation from employment. Nothing in this provision is intended to change or to alter the amount of vacation hours that each employee has accrued prior to his/her next anniversary date. Additionally, nothing in this provision is intended to change the Town's current practices and procedures regarding the amount of vacation an employee can carry-over from one anniversary date to the next.

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

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 30 working days. Said payment shall be at the employee's current rate of pay.

Section 3

For employees hired full-time on or after April 1, 2014 sick leave shall be earned as stated in Section 1 and capped at the maximum of 480 hours accumulation.

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 in accordance with RSA 275:44. The employer shall pay the employee's wages no later than the next regular payday, as provided in RSA 275:44, either through the regular pay channels or by mail if requested by the employee, except that if the employee gives at least one pay period's notice of intention to quit, the employer shall pay all wages earned by the employee within 72 hours.

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 in accordance with RSA 275:47.

Section 6

The Town may require a physician's 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 and 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

The Town shall, to the extent reasonably practicable, develop temporary alternative work ("TAW") opportunities for those employees on workers compensation in accordance with RSA 281-A:23-b and Lab 504.04. If there is availability for such TAW, the Town shall develop an outline/description for such TAW and shall provide outline/description to the employee. The employee shall present said outline/description to the employee's treating physician to certify the employee's ability to perform the TAW. If the employee's treating physician certifies that the employee can accept the TAW assignment, the employee shall accept such assignment. The employee's refusal to accept a TAW assignment may provide a basis for the Town to petition for the discontinuance or reduction of workers compensation benefits pursuant to RSA 281-A:23-b and Lab 504.04.

Section 4

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, Domestic Partner, 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 Chief's discretion, subject to the approval of the Board of Selectmen. 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. Upon the separation from employment, employees shall return to the Town all equipment issued by the Town or acquired pursuant to this Article 16.

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 the completion of one (1) year of continuous service: \$.25 per hour.

After the completion of five (5) years of continuous service: \$.50 per hour.

After the completion of ten (10) years of continuous full-time service: \$.75 per hour.

After the completion of twenty (20) years of continuous full-time service: \$1.00 per hour.

After the completion of twenty-five (25) years of continuous full-time service: \$1.25 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.

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:

April 1, 2023 – March 31, 2024 \$60.00per hour

April 1, 2024 – March 31, 2025 \$62.00per hour

April 1, 2025 – March 31, 2026 \$64.00per 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, set by the Town shall be added to the 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 vendors 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 was earned by the Association member off duty, working additional hours above and beyond his regular work schedule.

ARTICLE 19 - INSURANCES

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 provide short-term disability coverage under such terms that employees will receive up to sixty-six and two thirds (66 2/3 %) percent 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).

Section 3

During the term of this AGREEMENT the TOWN will provide long-term disability insurance under such terms that the employees will receive up to sixty (60%) percent of their base wage after any applicable waiting period.

Section 4

The Town will offer eligible employees a choice of one of the following health insurance plans.

The AB10 RX 10/20/45 plan, at an 80%/20% cost-share.

The ABSOS RX 10/20/45 plan, with an 80%/20% cost share in year three of the CBA.

The BC3T10 RX 10/20/45 plan will be discontinued and shall no longer be available as of December 31, 2024. To facilitate the transition of employees from the BC3T10 RX 10/20/45 plan, the Town shall provide employees a one-time payment in the amount of \$1,000.00 provided the employee transitions from the BC3T10 RX 10/20/45 to either the AB10 RX 10/20/45 plan or the ABSOS RX 10/20/45 plan on or before January 1, 2024.

After January 1, 2024, the Town will not be required to provide any payments related to the transition from the BC3T10 RX 10/20/45 plan.

The Town and the union each retain the right to offer comparable plans.

Section 5

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 6

For members of this ASSOCIATION, the members' portion of the health insurance premiums shall be paid by the employee as a payroll deduction.

Section 7

The TOWN and the ASSOCIATION agree to establish a labor management/Union health care committee to research alternate health insurance plans with the goal of reducing the cost for all parties.

Section 8

Both parties agree to reopen this contract to negotiate changes in good faith to ensure this agreement complies with the Affordable Care Act, and other state, federal or local insurance and/or health care reform legislation.

Section 9

Upon providing the Town with proof of alternative health insurance coverage that does not trigger any fee, fine, tax or other expense to the Town under the terms of the Affordable Care Act, any employee who is eligible for health insurance offered by the Town and who opts out of health insurance offered by the Town will be entitled to an annual stipend equal to fifty percent (50%) of the premium cost for single person coverage under the AB10 RX 10/20/45 plan, to be paid in a lump sum in December. Such stipend shall not be available to employees who otherwise receive health insurance from the Town, i.e. as a result of a spouse's employment with the Town.

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 may 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 administration of police examinations and approved by the Police Chief and the Board of Selectmen.

ARTICLE 22 - PERSONAL DAYS

Section 1

Association members covered by this Agreement are entitled to thirty-six (36) personal hours per calendar year. Days must be used in the calendar year earned with no banking allowed. In the event that an officer takes a ten (10) hour shift off by using personal time, the Union understands that the Town may not back fill the last two (2) hours through offering overtime to another member.

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, Senior Officer - grade 10, Corporal - grade 11, 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 10 years of service to the Town a patrol officer will be designated a Senior Officer and be placed at the next highest pay grade. At the Police Chief's discretion, he/she may designate one of the Senior Officers a Corporal. In the event there are two or more eligible officers, the Department will offer a written exam and/or oral test. 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.

Section 2

Provided that he/she has at least 10 years of continuous service with the Department, any ASSOCIATION member in the position of Sergeant on April 1, 2017 will be advanced from Grade 12 to Grade 13 on April 1, 2017. Any ASSOCIATION member promoted to Sergeant after April 1, 2017 will be advanced from Grade 12 to Grade 13 once he/she completes 12 years of continuous service with the Department, with at least one year in the position of Sergeant and with a satisfactory performance evaluation in the position of Sergeant.

Section 3

The base hourly rate set forth in Section 1 above shall be adjusted on the first pay period of April of each year of the contract.

For the period from April 1, 2023 through March 31, 2024 the COLA adjustment will be 5.50%.

For the period from April 1, 2024 through March 31, 2025 the COLA adjustment will be 4.50%.

For the period from April 1, 2025 through March 31, 2026 the COLA adjustment will be 2.0%.

Section 4

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.

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 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 grade of a C or better in the course taken. Transcript and evidence of paid 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 and one half percent (1.5%) added to the employees base hourly rate.

Bachelors Degree- Two and one half percent (2.5%) added to the employee's base hourly rate.

Masters Degree- One dollar (\$1.00) added to the employee's base hourly rate.

ARTICLE 28 - DURATION

Section 1

This Agreement shall be in full force and effective from 0001, 1 April 2023 through 2400, 31 March 2026. 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

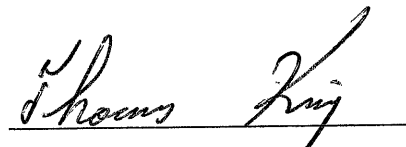
If negotiations are in progress at the expiration date of this Agreement, the Agreement shall continue in effect by mutual consent of both parties until conclusion of the negotiations.


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IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED THIS 30TH DAY OF JUNE, 2023.


FOR THE TOWN OF RYE



William Epperson, Select Board

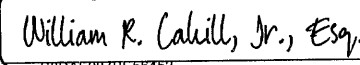

Tom King, Select Board


Bob McGrath, Select Board

FOR RYE POLICE ASSOCIATION,
TEAMSTERS LOCAL 633

DocuSigned by:

Jeffrey Padellaro, Secretary Treasurer

DocuSigned by:

Mark Lynch, Steward

DocuSigned by:

William R. Cahill, Esq., Business Agent