



**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**TOWN OF TILTON**

**AND**

**TILTON POLICE UNION**

**NEPBA LOCAL 29**

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## ARTICLE 1

### AGREEMENT

This Agreement is made and entered into between the Town of Tilton, New Hampshire, HEREINAFTER referred to as the "TOWN", and the **Tilton Police Union, Local 29 of the New England Police Benevolent Association, Inc., I.U.P.A. Local 9000, AFL-CIO** HEREINAFTER referred to as "**NEW ENGLAND PBA or the UNION**".

### WITNESSETH:

WHEREAS the well being of the employees covered by this Agreement and the efficient and economic operations of the **Tilton** Police Department required that orderly and constructive relationships be maintained between the parties; and

WHEREAS the participation of employees in the collective bargaining process contributes to the effective conduct of the public business and police administration; and

WHEREAS the parties to this Agreement consider themselves mutually responsible to establish stable and meaningful relations based upon this Agreement;

NOW THEREFORE, in consideration of the mutual promises and agreements HEREIN contained the parties mutually agree as follows:

## ARTICLE 2

### RECOGNITION OF BARGAINING UNIT

**SECTION 1.** The TOWN and the Chief of Police recognize the **New England PBA, Inc., I.U.P.A. Local 9000, AFL-CIO** ("UNION") as the exclusive bargaining agent for the purpose of collective bargaining relative to wages, hours, and other terms and conditions of employment for all Patrolman, Patrolman School Resource Officer, Part-time Patrolman, Detective, Part-time Detective, Corporal, Sergeant, Detective Sergeant,

Sergeant-Police Prosecutor, Dispatcher, and Dispatcher-Clerk within the appropriate bargaining unit, employed by the Town of Tilton Police Department. The TOWN, the Chief of Police and the **New England PBA** agree not to discriminate against employees covered by this agreement on account of Membership or non-membership in the New England PBA, Inc., I.U.P.A. Local 9000, AFL-CIO.

**SECTION 2.** The TOWN, the Chief of Police, and those represented by the **New England PBA, Local 29** agree not to discriminate in any way against employees covered by this Agreement on account of race, religious creed, color, national origin, sex, sexual orientation which shall not include minor children as the object, ancestry of any individual, age, marital status, disability, pregnancy, veterans status, military status or because of the handicap of any person alleging to be a qualified handicapped person unless a bonafide occupational qualification, or any other legally protected class status. The Town will accommodate all employees in a manner required by the Americans with Disability Act ("ADA") and state anti-discrimination laws.

### **ARTICLE 3**

#### **DUES DEDUCTION**

Each employee who is covered by this Agreement and is a member of the UNION shall be required as a condition of employment to pay union dues.

The Agency Fee for non-members of the UNION shall be ninety percent (90%) of the weekly dues paid by union members.

### **ARTICLE 4**

#### **EMPLOYEE RIGHTS**

**SECTION 1.** The Employer will provide the Union with copies of all personnel orders as soon as the personnel orders are issued. As used in this section, "Personnel Orders" shall be defined as all written notices of actual disciplinary actions, notices of intent to take disciplinary actions, transfer notices, promotion notices, and termination notices.

## **SECTION 2.      PROCEDURAL REQUIREMENTS**

Police Officers are required to submit police reports on any incident. The Chief of Police reserves the right to request a written administrative memo for administrative purposes only. For clarification purposes, memos will mean administrative reports and memos, specifically not Police Reports.

Any employee who will be interviewed or ordered to write a report concerning any act which if proven could reasonably result in any type of discipline shall be afforded the following safeguards:

2a: The employee will be informed prior to any interview or ordered written memo if the Town believes the employee is a suspect in any investigation regarding a criminal offense or misconduct which could lead to any type of discipline.

2b: The employee will be informed of the nature of the investigation and the allegations against them. The employee will be afforded the opportunity to consult with the representative of their choosing prior to any interview or ordered written memo. The employee shall be afforded the right to have the representative of their choosing at any interview. Unless it is mutually agreed beforehand, the interview shall be scheduled 72 hours upon the department employee being given written notification. Further, the employee shall have the opportunity to review Police Reports on file to refresh their memory prior to being interviewed.

2c: All interviews shall take place at the Employers facilities or elsewhere upon mutual agreement. The Employer shall make a reasonable good faith effort to conduct the interviews during the employee's regular working hours/days.

2d: Any time an employee is ordered to submit a memo, give a statement, or answer questions involving a non-criminal matter to which the employee is under investigation they will be afforded all the rights and privileges found in this contract.

Any time an employee is ordered to submit a memo, give a statement, or answer questions involving a criminal matter to which the employee is under investigation, they are entitled under the laws of the State of New

Hampshire and/or the constitutional right to remain silent under the Fifth and Fourteenth Amendments to the United States Constitution and the New Hampshire Constitution

These reports, statements, and questions are given as a condition of employment and as such are given under threat of automatic dismissal and job forfeiture of which the employee has no alternative but to abide by such order.

2e: Any memo's, statements, or answers to questions in interviews conducted for non-criminal matters shall be for internal purposes only.

2f: Interviews shall be done under circumstances devoid of intentional intimidation, abuse, coercion, or threats.

2g: The employee shall be entitled to such reasonable intermissions as requested for personal necessities and/or to consult with their representative.

2h: All interviews shall be limited in scope to activities, circumstances, events, conduct or acts which pertain to the incident which is the subject of the investigation unless, if during the investigation a violation to internal policy or a criminal offense surfaces.

2i: If the Employer records the interview in any manner, a copy of the complete interview shall be furnished upon request and at the exact same cost the town is required to pay for the copy. If the interview is subsequently transcribed a copy shall be provided at the exact same cost the town is required to pay for the copy

2j: Interviews and Investigations will be completed with no unreasonable delays. An employee shall be notified as to the status of the case every thirty business days. The employee shall be advised immediately at the conclusion of the investigation as to the results and what if any future action is to be taken on the incident.

2k: If the investigation results in any discipline against the employee, a complete copy of the investigation will be furnished upon request, said copy to contain all reports, any recordings (tape, disc, etc.), and any transcripts, at the exact same cost the town is required to pay for the

copy. Whenever possible, should the information not be in the complete report, the employee will also be furnished with the names, addresses, and telephone numbers of all complainants and witnesses who were interviewed in the investigation

### **SECTION 3.      REQUIREMENT FOR SIGNED COMPLAINT**

3a: Any verbal or written complaint made against an officer shall be subject to state law as it pertains to filing a false Police Report. If there is sufficient evidence of a person filing a false Police Report, the Police Department will make an effort to prosecute.

3b: No employee will be ordered to submit to a polygraph examination unless the party(s) who have filed a complaint against an employee are given and have passed a polygraph examination themselves.

### **SECTION 4.      FALSE COMPLAINTS**

Any person(s) who has made a false complaint against an employee may be prosecuted by the Police Department under applicable State Law.

## **ARTICLE 5**

### **DISCIPLINE AND DISCHARGE**

#### **SECTION 1.      STANDARDS FOR DISCIPLINE**

5a: Discipline shall include any of the following:

- Oral reprimand
- Written reprimand
- Suspensions
- Discharge

At the discretion of the Chief of Police or his designee, alternative forms of corrective actions such as but not limited to, additional training, extra duty, and/or loss of compensatory time may be considered.

The Town shall consider the least amount of discipline of any employee with the goal of correcting an employees behavior with positive reinforcement first, i.e., oral reprimand, written reprimand, before moving to punitive types of discipline such as suspensions and discharges. The Town reserves the right to start at any level of discipline depending on the severity of the incident.

Any form of disciplinary action against an employee shall be for just cause and will be subject to the grievance procedure.

Verbal reprimands may be used as a basis for subsequent disciplinary action making the matter subject to the grievance procedure.

5b: No employee shall be suspended without pay for more than thirty working days.

## **ARTICLE 6**

### **MANAGEMENT RIGHTS**

Except as specifically limited or abridged by the terms of this agreement the management of the Town in all its phases and details shall remain vested exclusively in the Town and its designated agents.

The Town and its agents shall have jurisdiction over all matters concerning the management of Town Departments, including, but not limited to: the exercise of all of the rights, responsibilities and prerogatives that are inherent in the Employer or its agents by virtue of any statutes and/or ordinances, as well as all rights, responsibilities and prerogatives relating to, including, but not limited to, the direction of the work force, the establishment of rules and regulations, the establishment of qualifications for employment, the establishment of work and performance standards, the right to hire, supervise, discipline or discharge, transfer, and relieve employees from duty for just cause, the right to decide job classifications, the right to abolish and create positions, the right to determine the methods, processes and manner of performing work and the general control of all of the operation of Town Departments in all its phases and details as well as all rights retained by virtue of, including, but not limited to, New Hampshire

RSA Chapter 273-A, and any other provision(s) of the Revised Statutes Annotated or other laws.

## **ARTICLE 7**

### **NO-STRIKE**

**SECTION 1.** No employee covered by this agreement will engage in, induce or encourage any strike.

**SECTION 2.** The Union agrees that neither the Union nor any of its officers, agents or members, nor any employee covered by this agreement, will call, institute, authorize, participate in or sanction any strike.

**SECTION 3.** The Union agrees further that should any employee or group of employees covered by this agreement engage in a strike, the Union will forthwith disavow such strike, refuse to recognize any picket line established in connection therewith, and take all reasonable means to induce such employee or group of employees to terminate such strike.

## **ARTICLE 8**

### **UNION BUSINESS LEAVE**

**SECTION 1.** The officers and representatives of Local 29 of the New England PBA, Inc., I.U.P.A. Local 9000, AFL-CIO are as follows: President, Vice President, Secretary/Treasurer, and Stewards.

**SECTION 2.** An officer or representatives of Local 29 of the New England PBA, Inc., I.U.P.A. Local 9000, AFL-CIO shall be allowed time off for negotiations or conferences with Town Officials and the Chief of Police, without loss of benefits. This shall apply to the Public Employees Labor Relation Board (hereinafter referred to as PELRB), or other related bodies for business relative to this agreement. Every hour an employee is paid, they are expected to be serving the Town of Tilton in the position the Police Chief or his/her designee has assigned. Any time an employee is performing "union" business he or she will not be compensated by the employer. With

prior approval from the Chief of Police only, a union representative may be allowed to do some limited union work while on duty.

**SECTION 3.** The President of Local 29 of the New England PBA, Inc., I.U.P.A. Local 9000, AFL-CIO shall keep the employer informed of any changes in the roster of officers and representatives.

**SECTION 4.** Up to two (2) Union employees shall be granted time off, without pay, to attend the Convention of the New England PBA, Inc., I.U.P.A. Local 9000, AFL-CIO.

**SECTION 5.** All officers and/or representatives of Local 29 shall be granted three (3) days of leave per year to attend training classes without pay to further management-employee relations.

**SECTION 6.** It is understood that time spent by Officers/Stewards on Union related matters while off duty is non-compensable. Time spent by Officers/Stewards processing matters through the grievance procedure, attending disciplinary sessions with supervisors, and attending disciplinary and/or administrative hearings before appropriate authorities shall be non-compensable.

**SECTION 7.** The union shall be permitted to meet at the Tilton Police Station to conduct business matter so long as the meetings are scheduled at a convenient time, so as to minimize any inconvenience to regular functions of the Police Department or the Town.

## **ARTICLE 9**

### **GRIEVANCE AND ARBITRATION**

**DEFINITION:** "GRIEVANCE" means an alleged violation, misinterpretation, or misapplication with respect to one or more employees of any provision of this agreement.

**DISCUSSIONS & SETTLEMENTS:** This grievance procedure shall not limit the normal process of discussions between employees and/or the Union and Management in which minor issues may be easily resolved. If

settlement occurs between the parties, such discussions shall not be considered "grievances" and, as such, shall not need to be documented. If settlement does not occur between the parties, such discussions, if deemed necessary by the Union, or the employer, shall be considered a "grievance" and shall begin at Step 1, unless otherwise noted below.

**PROCEDURES:** Grievances at all levels will be in writing. A grievance must start at Step 1, unless otherwise noted, and proceed through the procedure at each Step thereafter until a settlement is reached. If a grievance is settled in any one of the Steps, it will be considered closed, and the grievance will not be subject to the grievance procedure thereafter. If the grievance is not answered within the time limits listed, the grievance may proceed to the next step. All time limits set herein may, by mutual agreement, between the grievant and the Employer be extended.

#### **SECTION A:**

**STEP 1:** An employee of the Union having a grievance will present the grievance in writing to the immediate supervisor upon becoming aware of the alleged violation. The immediate supervisor shall have ten (10) working days to respond to the grievance in writing. If the grievance is directed at the immediate supervisor, the grievance may start at Step 2.

**STEP 2:** Failing a settlement at Step 1, the grievant may present the grievance to the Division Commander (Operations or Support Services) and/or a designee within ten (10) working days after the reply in Step 1. If the grievance is directed at the Division Commander and/or a designee, the grievance may start at Step 3. Division Commander and/or designee shall respond in writing to the grievance within ten (10) working days after it was presented. If the Division Commander and/or designee are unavailable, the grievance may start at Step 3.

**STEP 3:** Failing a settlement at Step 2, the grievant may present the grievance to the Chief of Police in writing within fifteen (15) working days after the reply at Step 2. The grievant will specify the following:

- a. The nature and facts pertaining to the grievance;
- b. The nature and extent of injury, loss, or inconvenience;
- c. The alleged violation, misinterpretation, or misapplication of the agreement;

- d. The basis for dissatisfaction with Steps 1 and 2;
- e. The remedy that is desired;
- f. The signature of the grievant and Union Officer.

The Chief of Police shall reply in writing to the grievance within fifteen (15) working days after the grievance was presented. If the Chief of Police is unavailable for response, this time period shall automatically extend until his return or until he has otherwise communicated his response through his designee.

**STEP 4:** Failing a settlement at Step 3 the grievant may present the grievance to the Board of Selectmen in writing within ten (10) business days after the reply at Step 3. The Board of Selectmen shall reply to the grievant in writing within twenty one (21) working days after the grievance is received.

**STEP 5:** Failing a settlement at Step 4, the grievant may present the grievance in writing to the Union within ten (10) working days after the reply in Step 4. If the Union feels the grievance has merit and that submitting it to arbitration is in the best interest of the grievant and/or the Union, the Union may submit the grievance to the New Hampshire Public Employees Labor Relations Board.

#### **GRIEVANCES AGAINST MANAGEMENT AND/OR THE TOWN**

The Union may file grievances on its own behalf and on behalf of its members. Any grievant may be represented at any stage of the grievance procedure by themselves if desired, or by a representative chosen by the employee or Union.

#### **GRIEVANCES AGAINST THE UNION AND/OR MEMBER**

The Town or its designee will have the right to file grievances against the Union and/or a member thereof. The grievance will be presented in writing to the Union and/or member, if applicable, within five (15) working days of the alleged occurrence, or when knowledge was obtained by the Chief of Police that a grievance existed.

The Union and/or member shall reply within ten (10) working days after the grievance is presented. Failing a settlement between the Town and the

Union, or if applicable the member(s), the grievance may be presented to the New Hampshire Public Employees Labor Relations Board within ten (10) working days after the reply.

## **GENERAL PROVISIONS**

- A. Each grievance will be separately processed under the Grievance Procedure.
- B. Expenses incurred under Step 5 by the Town and the Union will be shared equally by the Town and the Union.
- C. No party acting under Step 5 will have any power to award monetary damages (other than loss wages and benefits), make any changes in, modification or alteration of, addition to, or subtraction from any of the terms of this agreement.
- D. For issues regarding contract interpretation, the arbitrator's decision will be binding to all parties.
- E. For issues regarding discipline up to and including termination, the arbitrator's decision will be advisory only and the Board of Selectman will have final authority on any decision.

## **ARTICLE 10**

### **SEPARABILITY**

In the event that any provision of this agreement shall be declared to be invalid by any court of competent jurisdiction, or abrogated by law, such decision or law shall not invalidate the entire agreement, it being the expressed intention of the parties hereto that all other provisions not thereby invalidated shall remain in full force and effect. The parties hereto shall attempt to negotiate in good faith a replacement for any provisions found to be invalid and have said provision(s) ratified according to the respective procedures and regulations of the parties.

## **ARTICLE 11**

### **WAIVER**

The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the parties of this agreement voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to reopen contract negotiations with respect to any subject or matter referred to or covered in this agreement. Further, the parties of this agreement voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to reopen contract negotiations 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 any parties at the time this agreement was negotiated or signed. The parties may, however, voluntarily agree to reopen negotiations on any subject, matter, or provision of this agreement at any time. Should the parties agree to mutually reopen this agreement on any subject, matter, or provision, the remaining provisions shall remain in full force and effect. Should the parties fail to reach an agreement on any subject, matter, or provision of this agreement during a mutually agreed upon re-opener, then the subject, matter, or provision of the agreement shall remain in full force and effect.

This agreement contains all of the agreements and understandings between the parties and supersedes all previous agreements, policies, and/or understandings.

## **ARTICLE 12**

### **COLLECTIVE BARGAINING/MEETINGS**

No more than two (2) representatives and one (1) alternate from the Union shall be designated to attend collective bargaining meetings with the Town or its representatives. The designated representatives of the Union shall be given the opportunity to meet with the Town or its representatives during

working hours with or without pay depending upon their work schedule that day. Unless mutually agreed, all meetings between the Union and the Town or its representatives shall be during normal business hours.

The Town agrees to make arrangements for, and assume the costs of, printing this agreement. The Union agrees to provide such copies of this agreement to each Union member.

## **ARTICLE 13**

### **WAGES**

Wages shall be paid in accordance with the following schedule:

- A. Upon ratification of this agreement by the Union and the Town, and after voter approval, all wages shall be set as shown in **Appendix A**.
- B. Fiscal year 09- July 1, 2009 to June 30, 2010. All employees shall move up one step in the wage scale as shown in **Appendix A**. Those employees who are already at the top step on their wage scale shall have a 3% wage increase.
- C. Fiscal year 10- July 1, 2010 to June 30, 2011. All employees shall move up one step in the wage scale as shown in **Appendix A**. Those employees who are already on the top step on their wage scale shall have a 3% wage increase.

## **ARTICLE 14**

### **HOURS OF WORK**

- A. The Chief of Police has the ultimate authority to determine all schedules.
- B. The work week shall be compensated at forty (40) hours pay.
- C. Employees shall be compensated at the rate of one and one-half (1-1/2) times their regular rate of pay for overtime worked under the following conditions:
  - For all hours worked in excess of forty (40) hours in any work week.

- Any mandated overtime requested by the employer during a pay period where the employee has utilized their paid time off. Any volunteered overtime requested by the employee during a pay period where the employee has utilized their paid time off will not be considered overtime.

D. Employees will be given seven calendar days notice when their tours of duty are to be changed, except in emergency situations as determined by the Chief of Police or the Chiefs designee, or except when one-week notice is waived by the employee.

## **ARTICLE 15**

### **ROTATION AND RECALL LIST**

#### **OVERTIME**

Overtime shall be assigned to qualified sworn full-time employees on a rotating basis, starting according to seniority. No part-time employee shall be assigned to cover overtime or regular shifts when there are full time sworn officers available and willing to take the shifts.

A rotation list shall be established to ensure overtime assignments are so evenly distributed. In the event that an individual either refuses to accept an overtime assignment or is unable to accept it for any reason, including lack of availability for notice purposes, that overtime assignment shall then be offered to the next employee on the rotational list. For each overtime assignment, the department shall commence offering to employees on the list at the point in the list immediately after the name of the employee who received the last overtime assignment. If the rotational list has been exhausted then a mandatory recall list shall be used to fill the overtime assignment. The mandatory recall list shall start in the order of least seniority.

For the purposes of contacting the employee a telephone call and page (if issued) must be placed.

Under no circumstances will swapping of an overtime assignment be permitted. Any overtime assignment that cannot be filled by the original officer, who "took" the overtime assignment must be filled by reassigning it

from the list according to the procedure described above. Any officer who cancels an overtime assignment will not be reassigned in the rotation.

It is the responsibility of the Chief of Police or designee to manage the overtime assignment rotation and recall list.

### **DETAILS**

Private details shall be offered to all qualified Police Officer employees of the Department and distributed on an equitable rotational basis. A rotation list based on the number of hours worked shall be established to ensure private details are so distributed.

- In the event that an individual either refuses to accept a private detail or is unable to accept it for any reason, that detail shall then be offered to the next employee on the rotational list based on hours of work.
- If an employee can not be contacted, they will be charged no hours worked and the next employee will be contacted.
- If an employee refuses to take a detail, they will be charged the number of hours the detail would have had, and the next employee on the list will be contacted.
- If no employee can be found to fill the detail, an outside agency which has mutual aid with the Town may fill it.
- If no employee or outside agency is available, a mandatory recall list will be used starting in reverse seniority.

For each detail, the Department shall commence offering to employees on the list at the point in the list immediately after the name of the employee who received the last private detail assignment based on hours of work.

For the purposes of contacting the employee, a telephone call and page (if issued) must be placed.

A detail information sheet must be completed for each detail and posted of employees to review.

Under no circumstances will swapping of details be permitted. Any detail, which cannot be filled by the original Officer who "took" the detail, must be filled by reassigning it from the list according to the procedure described

above. Any detail which is cancelled by the Officer will be charged the number of hours for the detail.

It is the responsibility of the Chief of Police or designee to manage the detail rotation and recall list.

All Union members shall be allowed to work "Outside Details" within the Town of Tilton or any other Town which is covered under the "Mutual Aid" provision provided it is approved prior to detail by the Chief of Police or designee. All Outside Details shall be worked on a voluntary basis. The Town agrees that, when possible, to require any work being conducted on a public way within the Town to have a Tilton Police Officer assigned to said detail. In the event the Town can not provide a Tilton Police Officer, then the detail may utilize a Police Officer from another jurisdiction.

The following pay scale shall prevail for all "Outside Details":

2008 \$36.00 per hour

2009 \$37.00 per hour

2010 \$38.00 per hour

There will be a four (4) hour minimum for details. If the detail is cancelled less than one (1) hour prior to start time, the Officer shall be paid the four (4) hour minimum.

There will be a discount of \$2.00 per hour for all "Town or School paid details".

When Officer uses a Tilton Police cruiser for said detail, the cruiser shall be returned clean and full of fuel.

The Town shall attach an administrative fee for all hours of work performed by Tilton Police Officers at Outside Details of 15% for every hour worked.

## **ARTICLE 16**

### **EXCHANGE OF SHIFTS**

Exchange of shifts may be requested by one employee to another employee. No exchange shall be granted unless there is a mutual agreement between the two (2) parties and shall be subject to the approval of the Chief of Police or his/her designee. Both the original and the subsequent exchange must occur within the calendar year. It will be the responsibility of the officers involved in the exchange to inform the Chief or his/her designee when the actual exchanges occur. No additional cost to the Town or Department will result from this exchange of shifts.

## **ARTICLE 17**

### **COMPENSATORY TIME**

**ACCRUAL:** Accrual and usage of Comp. Time will be at the discretion of the Chief of Police and or his designee. Payment for authorized overtime hours worked shall be pay or compensatory time at the employees option, such option to be exercised at the time earned. Compensatory time shall be earned and accumulated at the rate of one and one half hours for each overtime hour worked: provided that the maximum allowable accrual shall be (forty) 40 hours of compensation. On December 31<sup>st</sup> of every year any time accrued by the employee shall be paid to them. No compensatory time shall be carried over into the next calendar year.

**USAGE:** Employees may utilize compensatory with the approval of the Chief of Police or his designee. Employees requesting compensatory time off shall give management eight (eight) hours or more notice. Should an employees request to utilize compensatory time off result in the hiring of a replacement of overtime, said replacement shall assume the opening on a voluntary basis. No employee shall be ordered to fill an opening as a result of another employees request for compensatory time off. Should a position be deemed essential to the safe functioning of Police services be unable to be filled on a voluntary basis, the request for compensatory time may be denied.

## **ARTICLE 18**

### **COURT TIME**

Any employee who is not on duty and is required to appear in any court or administrative hearing shall be compensated for all hours worked at time and one-half the regular rate of pay and shall be guaranteed a minimum of three (3) hours compensation. Any witness fees paid to the employee under these circumstances shall become the property of the Town. Employee will make every effort to acquire and apply for any and all fees that may be paid for time spent on any court case.

## **ARTICLE 19**

### **CALL BACK**

Any employee who is called back to duty from off duty status shall be paid a minimum of three (3) hours at time and one-half their regular rate of pay. Should the call back extend beyond the three (3) hours, the employee will continued to be paid at time and one-half their regular rate of pay. Hours worked on a call back shall start to commence upon arrival of the employee at work. Should the employees regularly scheduled hours commence prior to the completion of the three (3) hour minimum, said employee shall still be entitled to three (3) hours compensation at time and one-half the regular rate of pay, said compensation reverting to the employees regular rate of pay at the start of their regularly scheduled work hours.

## **ARTICLE 20**

### **CLOTHING ALLOWANCE**

The annual clothing allowance shall be as follows for the positions specified:

#### **DETECTIVES: \$500 PER YEAR**

Dry cleaning of clothing shall be provided by the Town for Officers uniforms and Detectives clothing only. Said dry cleaning will be done within the guidelines provided by the Chief of Police.

All officers shall be provided with the basic Uniform required by the Town for use on duty. Said basic uniform shall include the following:

1. Summer/Winter Hat
2. three (3) uniform pants (annually)
3. three (3) long sleeve uniform shirts (annually)
4. three (3) short sleeve uniform shirts (annually)
5. one (1) pair shoes/un-insulated boots
6. one (1) pair insulated boots
7. one (1) spring jacket
8. one (1) winter jacket
9. one (1) Rain jacket
10. Protective Gloves
11. Winter Gloves
12. Flashlight
13. Utility Gun Belt
14. Holster
15. Handcuffs
16. Service Weapon
17. Alternative Use of Force Implements
18. Ballistic (Bullet-proof) Vest
19. Any other equipment necessary to carry out the required job functions of any position.

Any damage to the basic issued uniform list above during the course of an employees duties which renders the item unusable shall be replaced by the Town. If, in the opinion of the Police Chief, the item is rendered unusable

due to neglect, miss-use or negligence of the Police Officer, The Police Officer will be issued the new item and the cost of the item will be born by the Officer. The Detective clothing allowance will be paid one time annually on the first pay day in a calendar year.

## ARTICLE 21

### INSURANCES

#### MEDICAL BENEFIT PLAN

The Town provides all full-time employees who have met the eligibility requirements of the insurance plan with health insurance coverage for themselves and their dependents. The employee will be responsible for a percentage of the insurance premiums.

Currently and for the duration of this contract employees covered by this collective bargaining agreement will be required to pay 10% of the total insurance premium by way of pre-tax payroll deduction.

From time to time other comparable medical plans may be made available to employees as approved by the Board of Selectmen, at the employee's expense. Details of the health insurance plans are listed in "**Appendix A - Employee Medical Benefit Plan**". Further details concerning medical insurance plans may be obtained from the Human Resources officer.

Part-time employees are eligible to purchase health insurance through the Town at the employee's expense. Part-time employees are required to pay the full cost of the premium with the premium being paid one month in advance.

The extent of coverage under the insurance policies (including HMO and self-insured plans) referred to herein shall be governed by the terms and conditions set forth in said policies or plans. Benefits there under shall be resolved in accordance with the terms and conditions set forth in said policies or plans. The failure of any insurance carrier(s) or plan administrator(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the Town.

In regards to changing any insurance policies, the Board of Selectmen will make every effort to acquire policies that provide comparable coverage's. Should any employee wish to stay on the previous policy, if that policy is still available, the Town shall contribute no more than the contribution paid in the previous year toward said plan.

### **DENTAL BENEFIT PLAN**

The Town provides all full-time employees who have met the eligibility requirements of the dental plan with dental insurance coverage. Coverage for dependents is also available at the employee's expense through pre-tax payroll deductions. The details of which are attached to this Personnel Policies and Employee Manual as "**Appendix A - Employee Dental Benefit Plan**". Further details concerning the dental insurance plan may be obtained from the Human Resources officer.

### **ACCIDENT/DISABILITY INSURANCE**

The Town provides to eligible full-time employees both short-term and long-term disability income protection for personal illness or accidents which preclude an employee from coming to work. The details of which are attached to this Personnel Policies and Employee Manual as "**Appendix A - Employee Disability Insurance Plan(s)**". Further details concerning the accident/disability insurance plan may be obtained from the Human Resources officer.

### **LIFE INSURANCE**

The Town shall provide each full-time employee with a group term life insurance policy. The details of which are attached to this Personnel Policies and Employee Manual as "**Appendix A - Life Insurance Policy**". Further details concerning the life insurance plan may be obtained from the Human Resources officer.

### **INSURANCE BUY BACK**

Effective upon the ratification of this agreement, and every year covered by this agreement, employees who choose not to participate in the Town's health insurance benefit plan shall receive a payment as follows:

Single Person Plan	\$1,500
Two-Person Plan	\$3,000
Family Plan	\$5,000

These amounts shall remain in place during this contract for 2008, 2009 & 2010.

Payments will be made on the same days as payments of the same type are made for other town employees. Details of this benefit can be found in the **Town of Tilton Personnel Policies and Employee Manual effective January 1, 2008 – Appendix A.**

Any full-time employee hired by the Town of Tilton, who has insurance coverage under another plan, has the option to sign a buy-back agreement, which entitles them to receive a monetary incentive for opting out of the Town's insurance program, providing the employee has provided all satisfactory proof of insurance coverage under an alternative plan. This is payable throughout the year. The employee will be responsible to pay taxes on these funds. The only time the employee can sign up for the Town's insurance is during renewal time or if circumstances beyond the employee's control makes it necessary for them to pick up the Town's insurance thus canceling the "Buy Back" contract. Further details concerning this option may be obtained from the Human Resources officer.

## **ARTICLE 22**

### **TIME AWAY FROM WORK**

#### **HOLIDAYS**

Employees are entitled to the following paid holidays, provided that the employee normally works on that day and provided that the employee works his or her assigned day preceding and following the holiday unless approved by your Department Head. Holiday pay will be paid at the straight time hourly rate and will be pro-rated for employees that regularly work fewer than eight (8) hours on that day. If a holiday occurs during an employee's paid time off, the employee is entitled to an additional day of off.

New Year's Day (January 1)  
Martin Luther King Day (3rd Monday of January)  
President's Day (3rd Monday of February)  
Memorial Day (Last Monday of May)  
Independence Day (July 4)  
Labor Day (1st Monday in September)  
Columbus Day (2nd Monday of October)  
Veterans' Day (November 11)  
Thanksgiving Day (4th Thursday in November)  
Thanksgiving Friday  
Christmas Day

All holidays will be observed on the day designated by the Federal Government.

Employees not assigned to the patrol Division receive the holiday off with pay. Employees assigned to the patrol Division shall work their regularly scheduled shift as scheduled without regard to the occurrence of the holiday.

If a holiday occurs on the employees regularly scheduled day off, or occurs on their regularly scheduled work day and they do not receive the day off, the employee shall receive for each holiday, in addition to his regular pay, eight (eight) hours of pay at their regular rate.

Employees who must work on a legal holiday will be compensated for such scheduled hours worked at their regular straight time rate in addition to receiving regular straight time holiday pay with the approval of the Chief of Police or designee, the employee may take another day off at their regular rate of pay. Employees who are not scheduled to work on a legal holiday may, with the approval of the Chief of Police or his designee, elect to take another day off at their regular rate of pay.

### **PAID TIME OFF**

Full-time and part-time employees are eligible for paid time off. Temporary employees are not eligible for paid time off. Paid time off for part-time employees is based on the number of hours an employee is regularly scheduled to work in one week, and in order to qualify for this benefit, the part-time employee must earn over \$10,000 per year with the Town through their part-time job. Part-time employees will receive pro-rated hours based

on their regularly scheduled work week. Part-time employees are eligible for not less than one week per year. In the event of confusion, the Board of Selectmen may elect at their sole discretion to use an average of worked hours over at least a six (6) month period of time if no reasonable work schedule exists for a part-time employee.

Paid time off is earned monthly and paid in lieu of separate vacation, personal and sick time. This enables the employee to manage their time off, and use it in a manner that best suits their needs. It can be used for vacation, sick time, doctor appointments, personal days, etc.

Paid time off is earned during the calendar year and is accrued for full-time employees according to the following schedule. Part-time employees accrue hours based upon 50% of the following schedule.

<u>Years of Continuous Service</u> <u>(Vacation/Sick/Personal)</u>		<u>Paid Time Off</u>
(V1)	1st year	8 hours per month
(V2)	2 <sup>nd</sup> year	12 hours per month
(V6)	6th year	15 hours per month
(V10)	10 <sup>th</sup> year	17 hours per month
(V15)	15 <sup>th</sup> year	20 hours per month
(V20)	20 <sup>th</sup> year	23 hours per month

Newly hired employees commence accruing paid time off effective the first of the month following their date of hire. Accrued time is posted the first day of the month.

Full-time employees must take a minimum of forty (40) hours of paid time off per year. While full-time employees are encouraged to take their accrued time off on an annual basis, they may carry forward up to (forty) 40 hours or twenty percent (20%) of their total annual earned paid time off (whichever is more) into the next calendar year, which must be used during that calendar year. In no circumstances should any portion of paid time off carried over into the following year be then carried into a subsequent year. Employees will not be paid accrued, unused time off upon termination from employment unless the employees have been actively employed for at least six (6) months prior to the termination.

Any full-time employee who has worked for the Town in a full-time capacity for at least seven (7) consecutive years may, at his/her option receive payment for up to forty percent (40%) of his/her annual paid time off at his/her normal rate of pay. This option to exercise this benefit must be filed with the employee's Department Head at least two weeks in advance of payment.

Employee's full time anniversary date of hire will coincide with the setting on the offer presented by the employer at the collective bargaining meeting on January 28, 2008.

### **BEREAVEMENT LEAVE**

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

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

Additional unpaid time off due to bereavement may be granted for a specified and limited period of time with the approval of the Chief of Police or designee. Employees seeking such additional unpaid time off must demonstrate the need for the time off.

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

## **ARTICLE 23**

### **RETIREMENT BENEFIT**

Full-time employees required to join the NH Retirement System will receive the benefit of the Town's contribution required by that System. Eligibility for the coverage begins on the date of hire. Full-time employees not required to joining the NH Retirement System will receive the benefit from the Town at the level the Town is required to contribute to the NH Retirement System provided they are enrolled in an approved retirement program.

Full-time employees who have served the Town of Tilton for a minimum of twenty (20) consecutive and continuous years shall receive a retirement benefit equivalent to twenty (20) days of paid time off pay upon retirement under honorable conditions. For twenty-five (25) consecutive and continuous years of service, an employee shall receive the equivalent of thirty (30) paid time off days upon retirement. In each case, payment shall be awarded in a lump sum payment together with any other accrued benefits. This provision will be closed to enrollment effective 1/1/2008, and only those employees identified with a letter from the Board of Selectmen as qualifying for this benefit will receive it upon retirement. This benefit may not be combined with the following benefit.

Full-time employees shall have the option of enrolling in a private retirement plan, entitled PLAN 457, which is administered by a third party organization. The Town of Tilton will, on behalf of the employee, transfer up to twenty (20%) percent of paid time off days at the employee's current rate of regular pay into this private retirement account. Employees enrolled in this PLAN 457 may change the percentage of their paid time off contributed to this account twice per year by notifying the human resources officer two (2) weeks prior to the desired change. The periodic frequency of contributions will be determined by the Board of Selectmen and administered by the Human Resources officer. The frequency of contributions may vary from once per year to 52 times per year depending upon the most efficient and desirable timetable for the Town.

## **ARTICLE 24**

### **MILITARY LEAVE**

It is the Town's policy to grant leaves of absence without pay to regular full-time or regular part-time employees who enlist, are drafted, or are recalled to active service in the armed forces of the United States. If you are in the military reserve, you will receive the required time off to complete your training and your drill obligations. You must present a copy of your official orders or instructions to the Board of Selectmen. This information shall be made a part of your permanent personnel record. If you enlist or are recalled to active Armed Forces duty, for a time period beyond normal annual training and drill obligations, you have certain re-employment rights prescribed by statutes with which the Town will comply.

You must notify the Board of Selectmen of your availability to return to work.

The Town reserves the right to place another employee in your position for the duration of the military leave of absence. Every effort will be made to place you in your previous position. If this is not possible, you will be placed in a position with comparable status, pay and responsibility.

## **ARTICLE 25**

### **EDUCATIONAL PAY**

At the sole discretion of the Board of Selectmen, full-time and part-time employees may be granted paid time off or unpaid leave to attend workshops, institutes, or short-term courses. All considerations and approval for an educational leave are handled on a case by case basis.

## **ARTICLE 26**

### **BUSINESS AND TRAVEL REIMBURSEMENT**

Necessary travel incident to duties and performed in the employee's personal vehicle shall be reimbursed at the mileage rate established by the IRS and adjusted annually, plus any charges for tolls or parking.

Meals will be reimbursed when official business involving an overnight stay, or attending a meeting or conference, workshop, seminar or training session. Actual expense of the meal shall be allowed, plus tax and gratuity. Detailed receipts must be provided.

Cost of lodging incidental to travel shall be reimbursable at actual cost. Detailed receipts must be provided.

All reimbursements must be approved by the Chief of Police or designee.

## **ARTICLE 27**

### **SENIORITY/LAYOFFS**

For the purposes of this agreement seniority is defined as follows: Members shall not acquire seniority during his/her probationary period (as defined by RSA 273-A:1 sec. IX (d)) but thereafter his/her seniority shall start from the date of appointment as a regular full time police officer. Officers promoted to higher ranks (Corporal, Sergeant) their seniority will be established by virtue of rank first and secondly by the aggregate time served in rank. In the event that more than one employee is appointed on the same date or promoted on the same date, then seniority shall be established by the score received on the entrance exam or promotional exam.

Should the Town of Tilton hire an employee with prior police experience, the town may elect to place that employee within the appropriate pay matrix according to their years of service as a police officer, however in reference to seniority within the Police Department, said employee's seniority shall start as described above.

In the event of a layoff, the Town shall layoff according to seniority in reverse order beginning with the officer with the least seniority within the department.

## **ARTICLE 28**

### **BULLETIN BOARD**

The Town shall provide the Union with space for a bulletin board within the Police Department to post notices dealing with Union matters. Cost of the bulletin board will be born by the Union members. The Board shall be enclosed with glass doors and a lock. Should the Union have a posting which is deemed inappropriate by the Chief of Police or his designee, it will be taken down immediately, then at the earliest possible time agreeable to the President of the Union or his designee, and the Chief of Police or his designee, a meeting will be held to discuss the issue. Under no circumstances shall the Unions rights to Free Speech be impinged. Likewise, under no circumstances shall the Chief of Police or his designee have their command troops' moral jeopardized in any way. Violations of Police Chief's policy shall constitute disciplinary actions.

## **ARTICLE 29**

### **TERM OF AGREEMENT**

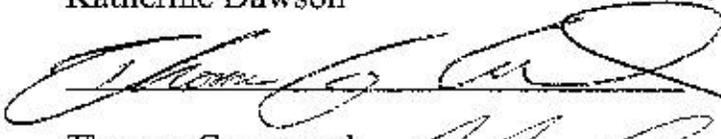
This agreement shall remain in full force and effect from July 1, 2008 to June 30, 2011.

If either of the principle parties intend to alter or modify this Agreement or negotiate a successor agreement hereto shall give notice to the other party of such intention at least one-hundred and twenty (120) days prior to the expiration date hereof, after which the parties shall forthwith arrange to commence collective bargaining negotiations in good faith.

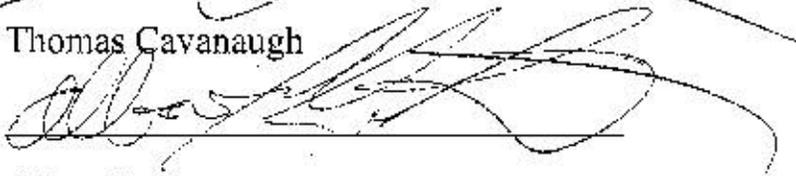
For the Town of Tilton:

  
\_\_\_\_\_

Katherine Dawson

  
\_\_\_\_\_

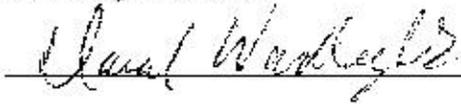
Thomas Cavanaugh

  
\_\_\_\_\_

Albert LaPlante

  
\_\_\_\_\_

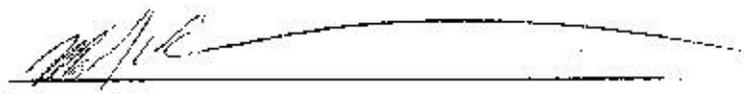
Timothy Pearson

  
\_\_\_\_\_

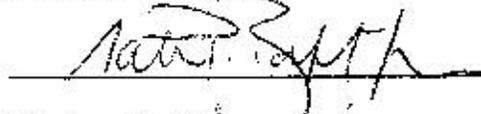
David Wadleigh, Sr.

For the NEPBA Local 29, IUPA, AFL-CIO

\_\_\_\_\_  
Ronald Scaccia  


  
\_\_\_\_\_

Matthew Dawson

  
\_\_\_\_\_

Nathan Buffington

Date: 6/24/08

## APPENDIX A

### WAGES

Pay scale for years 2008, 2009, and 2010.

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
<b>Part Time Wage Scale:</b>	14.98	15.43	15.89	16.37	16.86	17.37		
<b>Dispatch/Secretary:</b>	16.00	16.72	17.47	18.26	19.08	19.94	20.84	21.77
<b>Patrolman:</b>	18.96	19.81	20.70	21.64	22.61	23.63	24.69	25.80
<b>Corporal:</b>	5% above highest paid Patrolman							
<b>Sergeant:</b>	10% above highest paid Patrolman							

Employees will be eligible to move up one step each year until they max out on step 8.

Any person who is maxed out on their scale will be eligible for 3% increase in 2009 & 2010.

Beginning July 1, 2008 current union members will receive the following:

<b>Auger:</b>	<b>\$19.08</b>	<b>Farrington:</b>	<b>\$28.38</b>	<b>Paulhus:</b>	<b>\$28.38</b>
<b>Perillo:</b>	<b>\$17.37</b>	<b>Johnston:</b>	<b>\$16.00</b>	<b>Henry:</b>	<b>\$22.61</b>
<b>Adams:</b>	<b>\$21.64</b>	<b>Martin:</b>	<b>\$28.38</b>	<b>Pinault:</b>	<b>\$21.64</b>
<b>Dawson:</b>	<b>\$21.64</b>	<b>Morrison:</b>	<b>\$25.80</b>	<b>Salmon:</b>	<b>\$19.81</b>
<b>Ashburn:</b>	<b>\$27.09</b>	<b>Murphy:</b>	<b>\$19.81</b>		
<b>Buffington:</b>	<b>\$20.70</b>	<b>Patten:</b>	<b>\$25.80</b>	<b>Weisensee:</b>	<b>\$21.64</b>

**APPENDIX A**  
**TOWN OF TILTON**  
**PERSONNEL POLICIES AND EMPLOYEE MANUAL**

**2008 BENEFITS**  
**Effective Date January 1, 2008**

**Employee Medical Benefits Plan(s):** See Attachment.

**Employee Dental Benefits Plan(s):** See Attachment

**Employee Life and Disability Insurance Plan(s):** See Attachment

**Insurance Buy Back Option:**

Amount of Buy Back:	Single Plan	\$1,500.00
	Two Person Plan	\$3,000.00
	Family Plan	\$5,000.00

Pay Frequency: The total is to be paid to the employee as follows:  
1/2 in the second pay period of July, and the  
remaining 1/2 paid in the second pay period of  
December, these figures represented here are  
before tax is withheld.



Local Government Center



### Dental Plan Summary

This summary describes the level of coverage under your employer's Local Government Center HealthTrust Dental Plan for services performed by dentists who participate in the Delta Dental Premier network. Employees and their eligible dependents are free to visit any dentist, participating or nonparticipating. Visit Delta Dental's Web site at [www.nedelta.com](http://www.nedelta.com) for an updated list of participating dentists. Your Local Government Center Dental Plan includes all of the following coverage categories. This information is provided for summary purposes only; certain benefit limitations may apply. Please refer to your Dental Plan Description for complete benefit information. In the event of a conflict or discrepancy between this summary and either the Plan Document or the Dental Plan Description, the Plan Document or the Dental Plan Description will prevail.

### Dental Plan Option 1A

Coverage A Diagnostic/Preventive	Coverage B Basic	Coverage C Major	Coverage D Orthodontics
<b>Deductible:</b> \$0 There is no deductible on this plan			
<b>Covered at * 100%</b>	<b>Covered at * 80%</b>	<b>Covered at * 50%</b>	<b>Covered at * 50%</b>
<b>Diagnostic:</b> Evaluations - twice in a calendar year  X-rays - complete series or panoramic film once in a 3-year period  Bitewing x-rays - once in a calendar year  X-rays of individual teeth - as necessary  <b>Preventive:</b> Cleanings - twice in a calendar year  Fluoride - twice in a calendar year through age 18  Space maintainers - through age 15  Sealant application to permanent molars - once in a 3-year period per tooth, for children through age 18	<b>Restorative:</b> Amalgam (silver) fillings and/or Composite (white) fillings (anterior and posterior teeth)  <b>Oral Surgery:</b> Surgical and routine extractions  <b>Endodontics:</b> Root canal therapy  <b>Periodontics:</b> Periodontal maintenance (cleaning)  <i>(Only two cleanings are covered in a calendar year; this can be routine (Coverage A) or periodontal (Coverage B), but not both.)</i>  Treatment of gum disease  <b>Denture Repair:</b> Repair of a removable denture to its original condition  <b>Emergency Palliative Treatment</b>	<b>Prosthetics:</b> Removable and fixed partial dentures (bridge); complete dentures  Rebase and reline (dentures)  Crowns  Onlays  Implants	<b>Orthodontics:</b> Correction of crooked teeth for dependent children through the end of the month in which the child turns 19
<b>Calendar Year Maximum:</b> \$1,000 per person (Coverages A, B and C combined) beginning each January 1st			<b>Orthodontic Lifetime Maximum:</b> \$1,000 Per Person

\*Benefit percentages shown are based upon the actual charge submitted to a maximum of the participating dentist's approved fees, or Delta Dental's allowance for non-participating dentists.

Appendix A

2008  
Health Dental Insurance  
Plan Comparison

2008 Medical Insurance Plan	2008 Monthly Premium	JY Identifiy Monthly Premium	Blue Choice Three Tier Monthly Premium	Matthew Thornton Blue \$5 office visit This Is Your Current Plan Monthly Premium	Matthew Thornton Blue \$15 office visit + Deductible Or Same Services \$500/ind \$1,500/Family Max Monthly Premium	2008 Dental Insurance Plan	2008 Monthly Premium	Northwest Delta Dental Option 1A Monthly Premium
Single 2 Person Family Retail Prescriptions \$1 mail in Plan	\$ 749.68 \$ 1,499.16 \$ 2,023.86 RX 10/20/30 Yes	\$ 639.44 \$ 1,278.87 \$ 1,726.47 RX 10/20/30 NO	\$ 612.86 \$ 1,225.33 \$ 1,654.19 RX 10/20/30 NO	\$ 548.41 \$ 1,096.82 \$ 1,480.71 RX 3/15 \$1 Mail In	Annual Premium	Single 2 Person Family	\$ 37.80 \$ 74.83 \$ 132.60	
Employee Pre-Tax Deduction	Annual Copay Difference + 10%	Annual Copay Difference + 10%	Annual Copay Difference + 10%	Annual Copay 10%	Annual Copay 10%	Employee Pre-Tax Deduction	Annual Copay	
Single 2 Person Family	\$ 8,994.96 \$ 17,989.90 \$ 24,286.32	\$ 7,673.28 \$ 15,346.44 \$ 20,711.64	\$ 7,351.92 \$ 14,703.96 \$ 19,850.28	\$ 6,580.92 \$ 13,161.84 \$ 17,766.92		Single 2 Person Family	\$ 451.20 \$ 897.96 \$ 1,591.20	
Single 2 Person Family	\$ 2,378.23 \$ 4,756.24 \$ 6,421.07	\$ 1,056.55 \$ 2,112.08 \$ 2,862.39	\$ 735.19 \$ 1,470.40 \$ 1,985.03	\$ 658.09 \$ 1,316.18 \$ 1,776.85		Single 2 Person Family	No Cost! \$ 446.76 \$ 1,140.06	
Employee Pre-Tax Deduction	Weekly Copay Difference + 10%	Weekly Copay Difference + 10%	Weekly Copay 10%	Weekly Copay 10%	Weekly Copay 10%	Employee Pre-Tax Deduction	Weekly Deduction	
Single 2 Person Family	\$ 45.74 \$ 91.47 \$ 123.48	\$ 20.32 \$ 40.63 \$ 54.85	\$ 14.14 \$ 28.28 \$ 38.17	\$ 12.66 \$ 25.31 \$ 34.17		Single 2 Person Family	No Cost! \$ 8.59 \$ 21.92	

The Town will pay 80% of the Matthew Thornton Blue Plans.  
Employees can elect to upgrade their plan to JY or Blue Choice by paying the difference in the premium in addition to the 10% premium copayment.

## Delta Dental Premier Dentist Network

You'll get the best value from your Plan when you receive your dental care from a Delta Dental Premier participating dentist.

▲ **No balance billing:** Because participating dentists accept Delta Dental's approved amount for service, you will normally pay less when you visit a participating dentist.

▲ **No claim forms:** Participating dentists will prepare and submit claim forms for you.

▲ **Direct payment:** Northeast Delta Dental pays the dentist directly, so you don't have to pay the covered amount up-front and wait for a reimbursement check.

To find out if your dentist is part of the Delta Dental Premier network, call your dentist or visit Delta Dental's Web site at [www.nedelta.com](http://www.nedelta.com). Click on Locate a Dentist, then Local or National Dentist Directory. You can also call Delta Dental's Customer Service Department at 800.832.5700 or 603.223.1234.

## Claim Submission Process

### Participating Dentists

- ▲ Present your ID card to the dentist at the time of your visit.
- ▲ The dentist will submit your claim to Northeast Delta Dental.
- ▲ Northeast Delta Dental will send you a Notification of Benefits detailing what has been processed under your Plan's coverage. You are responsible to pay any remaining balance directly to the dentist.

### Nonparticipating Dentists

Your Plan provides coverage regardless of the patients' choice of dentists, participating or not. When visiting a nonparticipating dentist within the Northeast Delta Dental operating area of Maine, New Hampshire and Vermont, payment for services rendered will be based on the lesser of the dentist's actual submitted charge or Delta Dental's allowance for nonparticipating dentists. The patient may be required to submit the claim directly and pay for the services at the time they are provided. The Notification of Benefits and the claim payment will go to the subscriber; the patient will be responsible for any remaining balance. (In Maine, the claim payment will go to the subscriber unless a valid assignment of benefits has been received).

When visiting a nonparticipating dentist outside the Northeast Delta Dental operating area, payment for services rendered will be based on the lesser of the dentist's actual submitted charge or an amount equal to a selected percentile of a nationally-recognized database for the area in which the services were provided. The patient may be required to submit the claim directly and pay for the services at the time they are provided; the patient will be responsible for any remaining balance. The Notification of Benefits will go to the subscriber. The claim payment will go to the dentist unless the claim is marked "paid," otherwise it will be sent to the subscriber. (In Maine, the claim payment will go to the subscriber unless a valid assignment of benefits has been received).



Local Government Center

PO Box 617  
Concord, NH 03302-0617  
603.224.7447  
800.527.5001  
[www.nidlge.org](http://www.nidlge.org)

## Predetermination of Benefits

Northeast Delta Dental strongly encourages predetermination of cases involving costly or extensive treatment plans. Although it's not required, predetermination helps avoid any potential confusion regarding Delta Dental's payment and your financial obligation to the dentist.

## Coordination of Benefits

When a covered individual under this Plan has additional group dental coverage, the Coordination of Benefits provision described in your Dental Plan Description will determine the sequence and extent of payment. If you have any questions, please contact Delta Dental's Customer Service department at 800.832.5700 or 603.223.1234.

## Identification Card

Two identification cards from Delta Dental will be produced and distributed shortly after your enrollment. Both cards are issued in the subscriber's name, but can be used by everyone covered under the Plan.

## Dental Plan Description

You will receive a Dental Plan Description shortly after your enrollment. The Dental Plan Description describes the benefits of your Plan and tells you how to use your Plan. Please read it carefully to understand the benefits and provisions of your Local Government Center Health Trust Dental Plan.

## Who is Eligible

All eligible employees and their dependents, defined as:

- Spouse;
- Unmarried, dependent children from age 2 to age 19;
- Unmarried, dependent full-time students to age 25, and;
- Incapacitated dependent children, regardless of age.

If enrolling one eligible dependent, all eligible dependents must be enrolled.

## Eligibility or Benefits Questions

If you have questions regarding eligibility or benefits, please contact your employer or Local Government Center at 800.527.5001.

## Claims Questions

If you have further questions, please contact Northeast Delta Dental's Customer Service department at 800.832.5700 or 603.223.1234.

This summary should be used only as a guideline for your dental plan coverage. For detailed information on your Plan's terms, conditions, limitations, exclusions and guarantees, please refer to your Dental Plan Description or consult your employer.

 **DELTA DENTAL**

Northeast Delta Dental  
One Delta Drive  
P.O. Box 2002  
Concord, NH 03302-2002  
[www.nedelta.com](http://www.nedelta.com)

## APPENDIX A

### 2008 LIFE/DISABILITY INSURANCE

#### Davis & Towle Insurance Agency

Group Life with Accidental Death & Dismemberment  
Benefit is equal to 1.51 times annual salary.

Group Disability (includes both short term and long term).

Benefit Amount = 66 2/3 % gross salary

Benefit Period = 30 months (2.5 years)

Elimination Period = 3 days

Max Benefit Amount = \$5,000/month

The Benefit does not reduce throughout the life of the claim.

Only thing that will change the benefit would be statutory offsets such as workers compensation or social security disability benefits.

The portion that is paid to the employee is taxable.

Employees have the option to purchase additional insurance products at their own expense.

Contact the Selectmen's Office for further information.