

**Collective Bargaining Agreement**

**between the**

**Town of Atkinson**

**and the**

**Teamsters, Local 633**

**For the period:**

**April 1, 2015 through March 31, 2020**

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## Article 1 -- Preamble

This Collective Bargaining Agreement (hereinafter "Agreement") is made this \_\_\_\_\_ day of December, 2014 by and between the Town of Atkinson, New Hampshire, (hereinafter the "Town," or "Management") and Local 633 of the International Brotherhood of Teamsters, (hereinafter the "Union,") (collectively the "parties") arrived at as a result of collective bargaining negotiations, and may be modified only by such amendment hereto as shall have been reduced to writing and signed by the parties.

## Article 2 -- Purpose

It is the purpose of this agreement to reduce to writing the understanding of the parties regarding wages, hours, and working conditions of the Atkinson Police Department Employees covered by this agreement, and that such understandings must be written to be mutually binding.

The objectives of this agreement are to promote harmonious and cooperative relations between Management, Union and members thereof; and the establishment of an equitable and peaceful procedure for the resolution of differences arising between them concerning wages, hours and other conditions of employment other than managerial policy within the exclusive prerogative of the public employer as defined in RSA 273-A.

The agreement concerning wages, hours, and working conditions and statement of wage and fringe benefits expressed in this agreement shall be the sole and exclusive source of any and all Employee benefits for those employees covered by this agreement and shall be in lieu of any and all benefits expressed in any other document or statement of the Town. All employee benefit programs have been reviewed by the parties to these negotiations, and those not expressly appearing within this agreement are hereby specifically and expressly waived by the Union.

## Article 3 -- Definitions

**3.1 Anniversary Date:** The anniversary date of an employee is the month and day of the first full day of the employee's current employment by the Town, or February 28th if the employee's first full day should fall on February 29th, and is used to calculate length of service. The date will normally be adjusted to correct for unpaid leaves of absence, broken services, or with the consent of the employee, for other good cause.

**3.2 Appointing Authority:** The appointing authority is the person or body having the authority to hire and /or terminate employment of persons. Unless otherwise provided in the personnel rules and regulations of the Town, the Board of Selectmen is the appointing authority for all employees.

**3.3 Bargaining Unit:** The Bargaining Unit consists of the following:

- Patrol officers - full and part-time officers certified by the New Hampshire Police Standards & Training Council (NHPSTC).
- Dispatchers - full and part-time, unless otherwise excluded by this Agreement.
- Corporals

Excluded from this the Bargaining Unit are the following employees;

- Chief of Police
- Deputy Chief(s) of Police
- Captains
- Lieutenants
- Sergeants
- Temporary Employees
- Probationary Employees
- On Call Employees
- Non-NHPSTC-certified Special Police Officers
- Community Service Officers

**3.4 Benefits Eligibility:** See Article 18 for definition.

**3.5 Chief:** The Chief of Police for the Town.

**3.6 Department:** The Police Department of the Town.

**3.7 Detail Scheduling Officer:** The Chief of Police or his designee is responsible for the distribution of outside detail assignments.

**3.8 Employee:** An employee is any "Public employee" as defined by RSA 273-A:1 IX, employed by the Department and a member of the Union Bargaining Unit.

**3.9 Fair Labor Standards Act (FLSA):** The Fair Labor Standards Act is Federal legislation found in Title 29, United States Code, Chapters 8 and 9 and amplified by appropriate state law which deals with minimum wages and overtime payments made to employees.

**3.10 Family and Medical Leave Act:** The Family and Medical Leave Act of 1993 is Federal legislation found in Title 29, United States Code, Chapter 28.

**3.11 Full-Time Employee:** A full time employee is an employee normally scheduled to work at least thirty-two (32) hours per week on a regular basis, excluding details, and is Certified as a full-time Police Officer by the New Hampshire Police Standards and Training Council.

**3.12 Gender:** Wherever a male pronoun is used in this Agreement, it shall be construed to include and refer to all persons of similar classification, regardless of gender.

**3.13 Grievance:** An alleged violation, misinterpretation, or misapplication, with respect to one or more employees, of any provision of this Agreement. All grievances shall be communicated by the Union to the Town Selectman Chair including being copied on grievances first made to the Chief.

**3.14 Part-Time Employee:** A part time employee is an employee normally scheduled to work thirty-two (32) or fewer hours per week on a regular basis, excluding all details.

**3.15 Probationary Employee:** All newly hired or promoted employees shall serve a probationary period of one (1) year. Upon completion of six months of their probationary period, members of the

Bargaining Unit may become members of the Union and the terms and conditions of their employment shall be determined by this Agreement. Probation can be extended for a period of 3 months at the sole discretion of the Town. In addition, the Town reserves the right to extend the probation period of any employee requiring certification by the State of New Hampshire until such time as that certification is achieved.

**3.16 Represented Employee:** Any Employee covered by this Agreement, as set forth in Article 3.3.

**3.17 Scheduling Officer:** The Chief of Police or his designee is responsible for creating and maintaining the monthly shift schedule and work assignments for the Department.

**3.18 Seniority:** The ranking of employees by years of service in the Department, grouped by full-time officers and then part-time officers, excluding the Chief of Police.

**3.19 Work Week / Pay Period:** Monday at 00:00 hrs up until and including the following Sunday at 23:59 hrs.

**Article 4 -- Negotiation Procedures**

During the month of May in the calendar year prior to the expiration of this Agreement, either party may submit to the other written notice of its intention to renegotiate salaries, hours, and terms and conditions of employment, as defined in RSA 273-A. The Union and the Town agree to enter into collective negotiations in accordance with N.H. RSA 273-A on or before the 12th day of July of that year, this being not less than 180 days prior to the last day (second Tuesday in January) to submit a budget as prescribed under RSA 40:13, II-a (b) and RSA 273-A:1, III. The Parties recognize that the implementation of the so-called Cadillac Tax of the Patient Protection and Affordable Care Act of 2010, also known as the Affordable Care Act (“ACA”), scheduled to start on January 1, 2018, may necessitate the re-opening of this Agreement as more fully outlined in Article 17.5. The parties understand and agree any signed Agreement is subject to approval by vote of the citizens of the Town.

**Article 5 -- Continuity of Operations**

Both parties recognize it is desirable to have continuous and uninterrupted operations of police services throughout the year, and to avoid disputes, which threaten to interfere with such operations. The Union, in consideration of this Agreement and its terms and conditions, shall not engage in or condone any strike, work stoppage, or any other concerted refusal to perform any assignments on the part of any employee(s) represented herein. The Town, in consideration of this Agreement and its terms and considerations, shall not sponsor or engage in any lockouts. The parties further agree not to engage in any unfair labor practice as prohibited by RSA 273-A:5.

**Article 6 -- Recognition**

The Town hereby recognizes the Union as the exclusive collective bargaining representative for members of the Bargaining Unit for the purpose of collective bargaining with respect to rate of pay, wages, and hours of employment, working conditions, and other conditions of employment and all communications relating to this Agreement shall be made either by the Union or its counsel, or duly

recognized union representative of the Town Police, or the Town through either the Town's Administrator, Selectmen, or Town's counsel. No other communications will be valid as it relates to this Agreement.

## **Article 7 -- Discrimination**

The parties to this agreement agree not to discriminate against any employee in accordance with applicable State and Federal statutes.

## **Article 8 -- Union Activity**

There shall be no discrimination, interference, restraint, or coercion by the parties against any employee for his activity on behalf of or in opposition to the Union, or membership or non-membership in the Union.

## **Article 9 -- Management Rights**

The parties agree that all rights and responsibilities of the Town which have not been specifically provided for in this agreement are retained in the sole discretion of the Town, whose right to determine and structure goals, purposes, functions, and policies of the Town without prior negotiations with the Union and without being subject to the grievance procedure of this agreement shall include but not be limited to the following:

- a. The right to direct employees; to determine qualifications, promotion criteria, hiring criteria, standards for work and to hire, promote, transfer, assign, retain employees in positions; and to suspend, demote, discharge or take other disciplinary actions against an employee subject to the other provisions of this agreement, including the grievance procedure;
- b. The right to release from service from the Town by lay off for reason of a shortage of work, funding, reduction in force, elimination of position, department reorganization, other material changes in the organization, or good reasons shown.

No employee shall be released from service to the Department while another employee in the same class in the Department is employed on a probationary or temporary basis. When possible, employees released from service by any of the above stated reasons shall be given written notice and reasons for such release thirty (30) calendar days before the effective date of the action, except for actions mandated by Town Meeting vote. Releases from service for any of the above stated reasons shall be made in the reverse order of employment in the job classification involved.

- c. An employee that has been released from service for any of the above stated reasons shall be eligible for recall to service to the Department if the recall notice is issued within twelve (12) months from the date of the release from service of said employee, and the employee continues to possess the qualifications and meet the requirements for his previously held job classification.

- d. Failure by a recalled employee to report to work in accordance with the provisions of a recall notice shall result in loss of all rights of recall. A written recall notice shall be provided to an employee who is eligible for recall and shall be sent by registered and/or certified mail to the last known address provided by the employee. The recalled employee must notify the Department Head in writing within seven (7) calendar days after the notice of recall was mailed of his intention to return to service. Failure by the recalled employee to fulfill his obligation shall constitute a decision not to accept a recall. It shall be the obligation of each released employee to immediately notify the Department Head in writing of any change in mailing address during the twelve (12) month period following the employee's release from service.
- e. An employee reinstated via recall shall be paid at the same wage rate as at the time of his release from service.
- f. Management shall have the right to take such action as it deems necessary to maintain the efficiency of Department operations.
- g. Management shall have the right to determine the means, methods, budgetary and financial procedures, and personnel by which department operations are to be conducted.
- h. Management shall have the right to take such actions as may be necessary to carry out the missions of the Department in the event of any emergency.
- i. Management shall have the right to make rules, regulations, and policies not inconsistent with the provisions of this agreement and to require compliance therewith.
- j. Nothing in this agreement shall be construed to limit the right of the Chief of Police or other supervisory personnel of the Department to command the Department as their judgment directs them in any and all emergency situations.

## **Article 10 -- Union Security**

Each member of the bargaining unit who, on the effective date of this agreement is a member of the Union and each employee who becomes a member of the Union after that date shall continue his membership in the Union for the duration of this agreement; provided, however, that an employee may, at his discretion and in writing to the Union with a copy to the Town, withdraw his membership from the Union within thirty (30) calendar days prior to the annual anniversary date of the agreement.

## **Article 11 -- Union Rights**

**11.1 Union Business** -- The President of the Union, or his designee, shall be given an opportunity to participate in negotiations and process grievances without loss of compensation or benefits. On duty

participation in negotiations and grievance administration shall be subject to approval by the Chief of Police and in compliance with the requirements of RSA 273-A.

**11.2 Union Bulletin Board.** The Town agrees to allow the Union to have space for a bulletin board in the Officer's Room in the Police Station, provided that the area will be kept in a neat and orderly manner, and that any such usage does not interfere with the operation of the Department.

## **Article 12 -- Probationary Period**

**12.1** While serving his probationary period, each probationary employee will be evaluated for his suitability for service in his new position. The Chief or person appointing the newly hired or promoted employee will evaluate that person at the end of the third, sixth, and ninth months in the new position. The purpose of this probation evaluation is to determine whether the appointee is performing satisfactorily and, if not, what steps must be taken to achieve satisfactory performance. All reviews shall be forwarded to the Town's Board of Selectmen.

**12.2** Any time during the probationary period, a newly hired employee can be dismissed for any reason. The termination is not subject to the grievance procedure. The terminated employee will be given an opportunity to discuss the matter with his immediate supervisor and/or the Chief. If requested, the Board of Selectmen may meet with the terminated employee. Should the Board of Selectmen agree to such a meeting, they, at their sole discretion, may elect to have the Chief present. This does not constitute a right to appeal.

**12.3** An employee who has been promoted, but has found during the probationary period to not be suitable in the new position, may return to his former position, if there exists a vacancy, at the discretion of the Board of Selectmen. A promoted employee will receive the same evaluation as a newly hired person. There shall be no appeal from any decision with respect to suitability.

## **Article 13 -- Grievance Procedure**

**13.1** A grievance, to be considered under this procedure and in accord with the steps outlined in Article 13.5, must be initiated in writing by the Union to the Chief with a copy to the Town Board of Selectmen within ten non-holiday business days of the incident/occurrence giving rise to the grievance, or ten non-holiday business days from the time the employee(s) knew or should have known of the incident/occurrence giving rise to the grievance, whichever is later.

**13.2** Within ten non-holiday business days of receiving proper notice in writing of a grievance, the Chief or his designee shall schedule a Departmental Hearing to consider the grievance. The Chief may request attendance of any witnesses, including the grieving party, at such hearing. The Chief or his designee shall issue a decision in writing on the grievance and shall communicate the decision to the Grievant(s) within ten non-holiday business days following the Hearing.

**13.3** Failure by the Chief or his or her designee to communicate the decision on a grievance within the time limits specified in 13.2 above shall permit the grievant(s), or the Union on his or her behalf, to proceed to Step 2. Failure by the Union to appeal an adverse decision or the lack of a timely decision to the next step within ten non-holiday business days of receipt of the decision or the

expiration of the time limit for issuing such decision, whichever shall come sooner, shall be deemed a waiver of the right to appeal the decision any further.

**13.4** An individual member of the bargaining unit may present an oral grievance to his supervisor without the intervention of the Union. Until a grievance is reduced to writing, the Union shall be excluded from a hearing if the employee so requests, but any resolution of the grievance shall not be inconsistent with the terms of this agreement.

### **13.5 Procedure:**

**13.5.1 Step 1:** The grievance shall be submitted in writing to the Chief, or his designee, within the time limit as set forth in Article 13.1 with a copy to the Town. The grievance shall describe the alleged facts, with specificity, giving rise to the grievance, along with the date and time such alleged facts are alleged to have occurred, and cite the provision(s) of the Agreement which have allegedly been violated as well as the remedy being sought. The Chief, or his designee, shall then hold a hearing and issue a written decision within the time limits set forth in Article 13.2, above.

**13.5.2 Step 2:** If the grievance is not resolved at the conclusion of Step 1, the grievant(s) or the Union, with the consent of the grievant(s) and acting on his or her behalf, may file an appeal in writing to the Board of Selectmen within ten non-holiday business days of receiving a written decision from the Chief as outlined in Article 13.5.1. The appeal shall include all written documents related to the grievance and/or the Departmental Hearing, including the initial written grievance, any writings, recorded images, video or audio, regardless of media, presented in evidence at the Departmental Hearing, a list with descriptions of any tangible evidence presented at the Departmental Hearing, a list of all witnesses having testified at the Departmental Hearing, and the written decision issued by the Chief or his designee or a signed affidavit that no such decision was issued. The Board of Selectmen shall hold a Hearing on the grievance within twenty one (21) calendar days, excluding holidays, of receipt of a proper appeal including all documents related to the grievance including the written decision of the Chief, and shall render a written decision within fifteen (15) calendar days, excluding holidays, following the Hearing.

### **13.5.3 Step 3: Mediation and Conciliation Service**

**13.5.3.1 Background:** This article proposes to utilize the free or low cost services of mediation, including the American Arbitration Association or Tri-State Arbitration Association prior to arbitration to lower costs to both parties with the intent of creating a mutually beneficial resolution to any grievance issue.

**13.5.3.2 Guidelines for Grievance mediation:** The parties must submit a signed, joint request for FMCS assistance. The parties must agree that grievance mediation is not a substitute for contractual grievance procedures. The parties may also agree to submit to other private or court-sponsored mediation.

**13.5.3.2.1** The grievant is entitled to attend the mediation.

The parties must waive any time limits in their labor agreement while the grievance mediation step is being utilized.

**13.5.3.2.2** The grievance mediation process is informal and the rules of evidence do not apply. No record, stenographic or tape recordings of the meetings will be made.

**13.5.3.2.3** The mediator's notes are confidential and will be destroyed at the conclusion of the grievance mediation meeting. FMCS is a neutral agency created to mediate disputes and maintains a policy of declining to testify for any party, either in court proceedings or before government regulatory authorities. The parties agree no material used at mediation or anything said during mediation is admissible in any future proceeding of any kind, including future mediation, arbitration, or administrative or court proceedings.

**13.5.3.2.4** The mediator will use problem-solving skills to assist the parties, including joint and separate caucuses.

**13.5.3.2.5** The mediator has no authority to compel a resolution.

**13.5.3.2.6** If the parties cannot solve the problem, the mediator may provide the parties in joint or separate session with an oral or advisory opinion.

**13.5.3.2.7** If the parties cannot resolve the grievance, they may proceed to arbitration according to the procedures in the collective bargaining agreement.

**13.5.3.2.8** Nothing said by the parties during grievance mediation, nor any documents prepared for a mediation session can be used during arbitration proceedings.

**13.5.3.2.9** The parties must agree to hold FMCS and FMCS mediators harmless for any claim of damages arising from the mediation process.

**13.5.3.2.10** The parties must agree to these procedures and guidelines.

**13.5.4 Step 4:** If the grievance remains unresolved, the Union will have the sole right to appeal the grievance to Arbitration. The Union shall notify the Town's Board of Selectmen of its intent to Arbitrate within ten non-holiday business days of its receipt of the Board's Step 2 decision. The following procedure shall be utilized to secure the services of an arbitrator:

**13.5.4.1** The parties will attempt to agree upon a mutually acceptable third party to serve as arbitrator. If no agreement is reached within twenty (20) days following the date the request for arbitration was received by the Board, the Public Employee Labor Relations Board (PELRB) will be notified by either or both parties and requested to submit a roster of persons qualified to function as arbitrator.

**13.5.4.2** If the parties are unable to determine a mutually acceptable arbitrator from the submitted list, the PELRB will appoint an arbitrator.

**13.5.4.3** The arbitrator shall limit his/her consideration to the issues submitted to him/her by the Parties.

**13.5.4.4** The decision of the Arbitrator shall be final and binding upon the parties.

**13.5.4.5** The arbitration provisions of this Article shall be subject to RSA 542, Arbitration of Disputes.

**13.5.4.6** The cost for the services of the arbitrator, including per diem expenses, actual and necessary travel expenses, if any, shall be borne by the losing party. The party incurring the same shall pay any other reasonable expense of the arbitrator.

**13.5.4.7** The Town or its representatives, including legal counsel, shall have access to all records, including personnel, medical, or any other documents that relate to any grievance or other administrative or court action initiated by the Union without claim of privacy, unless prohibited by law. Such access to documents shall not be divulged to third parties other than what is necessary to proceed with such grievance or administrative or court action.

## **Article 14 -- Disciplinary Procedures**

**14.1** No employee shall be disciplined but for just cause. Disciplinary action may, as the situation requires, be taken in the following order:

**14.1.1** Verbal warning (a record may be placed in the employee's personnel file reflecting only the date/time of the warning and the reason therefore);

**14.1.2** Written warning;

**14.1.3** Suspension without pay;

**14.1.4** Discharge.

**14.2** The sequence need not be followed if any infraction is sufficiently severe to merit immediate suspension or discharge.

**14.3** All suspensions and discharges must be stated in writing and describe the specific reason(s) for the disciplinary action. A copy shall be provided to the employee. Any discharge or suspension without pay may be appealed to the Board of Selectmen within two weeks as outlined in Step 2 of the Grievance Procedure. Any appeal from a decision of the Board of Selectmen under this section shall be initiated exclusively at Step 3 of the Grievance Procedure.

### **14.4 Conduct**

**14.4.1** No Town employee shall accept, engage in, or be associated with any activity, employment, or self-employment which shall constitute a conflict of interest, or reflect discredit

upon the employee or the Town or its government, or adversely affect the proper performance of the employee's duties.

**14.4.2** Employees shall not solicit nor engage in any other activity, employment or self-employment during their assigned working hours. Their actions and activities during assigned working hours shall be limited to official business within the scope of their assigned duties and responsibilities.

**14.4.3** Employees shall not appropriate or use Town-owned, leased, or rented property or services, or any job-related services or the services of any Town official or employee, for other than official business. Employees shall exercise all reasonable and prudent measures to preclude unauthorized possession or use of same.

## **14.5 Causes for Immediate Removal**

**14.5.1** The following matters are intended to be illustrative, and not as an all-inclusive list of potential disciplinary situations, recognizing certain matters are serious and may warrant immediate removal. These offenses, as well as others, may constitute grounds for appropriate disciplinary action, up to and including immediate dismissal.

**14.5.1.1** Willful and gross neglect of Duty.

**14.5.1.2** Insubordination or breach of discipline.

**14.5.1.3** Reporting for duty or being on duty while under the influence of intoxicating liquor or a controlled drug or any combination of intoxicating liquor and a controlled drug or drugs.

**14.5.1.4** Chronic or excessive absenteeism.

**14.5.1.5** Conviction of a felony.

**14.5.1.6** Wilful damage to public property or to private property not owned by the employee, where such damage is not justified by exigent circumstance(s).

**14.5.1.7** The use of or attempt to use one's authority, or official capacity to obtain special or preferential treatment for any organization, or for any person related by blood or marriage, or for any other person where such action would be seen by a reasonable person to present a conflict of interest or the potential for benefit to one's self.

**14.5.1.8** Disclosure of any confidential information, which would not otherwise be made known to the public under RSA 91-A: Access to Governmental Records and Meetings.

**14.5.1.9** Falsification of Reports or documents.

## **Article 15 -- Benefits Eligibility**

**15.1** All full-time Officers are eligible for medical insurance. Part-time Officers may be eligible for benefits provided they have worked a minimum of one thousand (1,000) hours during the preceding

year of employment and were hired on or before March 31, 2009. Annual verification of hours is required. For purposes of this section, only actual hours worked, excluding detail hours shall be used to calculate the 1,000 hours actually worked. Vacation, sick leave, and personal days shall not be used toward the 1,000 hours necessary to qualify for medical insurance during the preceding year of part-time employment. Part-time Officers hired after April 1, 2009 shall not be eligible for benefits, including those benefits enumerated in Article 19 below, regardless of the number of hours worked during any given year.

## **Article 16 -- Leave**

### **16.1 Bereavement Leave**

**16.1.1** In the event of a death in the immediate family of a Full-Time employee, he or she shall be entitled to up to five (5) calendar days, including scheduled work days and scheduled days off, of leave without loss of regular pay in order to make necessary arrangements and to attend to funeral or memorial services. Said leave shall not be charged to sick leave or vacation leave. Immediate family shall mean spouse, child, parent, brother or sister.

**16.1.2** In the case of the death of a mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, or other relative who resided permanently with the employee, the employee shall be entitled to two (2) calendar days off without loss of pay in order to attend the funeral or memorial services.

**16.1.3** The Chief shall have discretion regarding relationships involved in bereavement leave.

**16.1.4** Upon request, the employee shall show proof of the death occasioning bereavement leave, in the form of a copy of a death certificate or a clipping of an obituary or funeral notice published in a newspaper of general and regular circulation.

**16.1.5** Eligible Part-Time Officers are entitled to ½ day of bereavement leave for each day to which a Full-Time Officer is entitled.

**16.1.6** Part-time employees who are not eligible for benefits shall be excused from work and allowed unpaid time off pursuant to the above time limits.

### **16.2 Jury Duty**

**16.2.1** All full or eligible part-time employees selected for jury duty with any court shall be paid straight time earning less jury duty pay, provided he is scheduled to work the day he is called to serve. Earned vacation or other leave shall not be charged for such service. The employee must notify the Chief, or his designee, prior to serving as a juror. Upon request, the employee shall provide jury earnings/compensation verification within one week of the request or of the date jury earnings/compensation is received, whichever is later.

## 16.3 Holidays

### 16.3 Holidays

**16.3.1** With respect to members of the Bargaining Unit, the town will recognize the following holidays:

New Year's Day	January 1 <sup>st</sup>
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Easter	April
Memorial Day	Fourth Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Eve	December 24 (afternoon shift only)
Christmas	December 25
New Year's Eve	December 31 (afternoon shift only)

**16.3.2** Full-time employees that do not work on a holiday shall receive a day's pay (8 hours) for each holidays outlined in Article 16.1.1. Eligible Part-time employees that do not work on a holiday shall receive four (4) hours of holiday pay for each of the above holidays.

**16.3.3** Full-Time employee who work on a holiday will receive in addition to the 8 hours of pay outlined in article 16.3.2, at his or her election and with the approval of the Chief, either an additional time and one-half times his or her regular hourly rate of pay for each hour worked; OR compensatory time equivalent to the number of hours actually worked.

**16.3.4** Any Part-time employee required to work on a holiday shall receive in addition to the 4 hours of pay outlined in Article 16.3.2, at his or her election and with the approval of the Chief, either an additional time and one-half times his or her regular hourly rate of pay for each hour worked; OR compensatory time equivalent to the number of hours actually worked. Part-time employees who work more than 4 hours on a holiday shall receive a total of two and one-half times his or her regular hourly rate of pay for each hour worked.

**16.3.5** The Parties agree that the maximum any full or part time employee can receive for work on a holiday is two and one-half times his or her regular hourly rate of pay for each hour worked and nothing in this Article 16.3 shall be construed or interpreted otherwise.

**16.3.6** Illustrative examples. First example; a full time employee works 8 hours on the July 4 holiday. Under this Article 16.3 and all sub-sections, such employee will be paid a total of 20 hours.

Second example; a part time employee works 8 hours on the July 4 holiday. Under this Article 16.3 and all sub-sections, such a part-time employee will be paid a total of 20 hours.

## **16.4 Personal Days**

**16.4.1** All full-time employees shall be entitled to five (5) personal days per calendar year, to be used, only upon the approval of the Chief, or his designee. Eligible part-time employees shall be entitled to twenty (20) hours of personal time per year (two and a half days). An employee who does not use all his personal days in a calendar year shall be entitled to a 50% reimbursement of the unused time by submitting a request, in writing, to the Chief, or his designee, on or before December 1st of each year. Such time or reimbursement does not carry over to the following year.

## **16.5 Sick Leave**

**16.5.1** Each full-time employee is entitled to five (5) sick leave days per calendar year. Eligible Part-time employees are entitled to five (5) sick leave days at four (4) hours each day. Accrued sick time is not paid to employees upon termination of employment.

**16.5.2** If an employee does not use the allowable sick days, he may request, in writing, that unused time be allowed to accumulate up to a maximum of thirty (30) total days. The written request must be submitted by December 31st of the subject year and should identify the number of days to be carried over from the current year. Accrued time must be used for illness only, and may be used only after the allocation of annual allowable sick days has been exhausted. Doctor's certification of illness is required after three (3) consecutive sick days used.

## **16.6 Vacation Leave**

**16.6.1** After the first anniversary date, a full-time employee shall be credited with 5 days of paid vacation leave.

**16.6.2** Beginning with the calendar year following a Full-Time employee's first anniversary date, he shall be credited with 10 vacation days in each calendar year, accruing at the rate of one day for each completed month, January through October, to the maximum of 10 days earned.

**16.6.3** Beginning with the calendar year following a Full-time employee's fifth anniversary date, he shall be credited with 15 days of paid vacation in each calendar year, accruing at the rate of one and one-half days for each completed month, January through October, to the maximum of 15 days earned.

**16.6.4** Beginning with the calendar year following a Full-time employee's tenth anniversary date, he shall be credited with 20 days of paid vacation in each calendar year, accruing at the rate of two days for each completed month, January through October, to the maximum of 20 days earned.

**16.6.5** At no time will any employee be permitted to carry over and have accrued more than 10 days beyond their annual entitlement. Excess vacation must be taken or it is lost. Full-time employees with more than one year of service must take five of their vacation days consecutively each year.

**16.6.6** Vacation time is paid at the employee's regular rate of pay at the time the vacation is taken. There is no "buy back" for unused vacation except upon termination of employment when the employee will be paid for the prior year's unused vacation plus the pro rata vacation for the current year. Payment will be at the employee's regular rate of pay at the time of termination of employment.

**16.6.7** Each regularly scheduled eligible part-time employee shall earn vacation time according to the chart below:

<u>Time of Service</u>	<u>Vacation Time</u>
0-6 months	0 hours
7-12 months	20 hours
Years 2-5	40 hours
Year 6 and beyond	60 hours

**16.6.8** Employees are encouraged to use their annual vacation during the year in which it is earned. All scheduling of vacation leave shall be subject to approval of the Chief. Full-time employees must take earned vacation time in multiples of eight (8) hour increments. Vacation in all instances shall accrue on an as-earned basis hourly. This does not limit an employee from taking vacation time that has not yet been accrued, provided such vacation time will not exceed the employee's vacation time allotment at the end of the year or result in a negative vacation balance at the end of the year.

## **16.7 Military Leave**

**16.7.1** The Town's policy is to comply with all applicable State and Federal laws that afford rights and protections to employees serving with the Uniformed Services of the United States Armed Forces, United States Armed Forces Reserves or the National Guards of any State of the United States of America. Applicable laws include, but are not limited to the Uniformed Services Employment and Reemployment Rights Act (USERRA).

## **16.8 Emergency Leave**

**16.8.1** Emergency leave with pay may be granted by the Board of Selectmen to Full-time employees for emergency reasons to include critical illness or death in the immediate family, subpoena to appear before a court, public body or commission, and other appropriate situations. Emergency leave supplements sick and annual leaves.

## **16.9 Family and Medical Leave Act**

**16.9.1** The Town's policy is to comply with all applicable State and Federal laws that afford medical leave protection rights to its employees; applicable laws include, but are not limited to, the Family and Medical Leave Act (FMLA) of 1993.

## **Article 17 -- Insurance**

### **17.1 Medical Insurance**

**17.1.1** The Town will provide comprehensive medical insurance for full-time employees. The Town will pay for all eligible full time and part time employees the cost of medical insurance by following percentages:

- Effective April 1, 2015, 96% of the cost of Medical Insurance;
- Effective April 1, 2016, 92% of the cost of Medical Insurance;
- Effective April 1, 2017, 88% of the cost of Medical Insurance;
- Effective April 1, 2018, 84% of the cost of Medical Insurance; and
- Effective April 1, 2019, 80% of the cost of Medical Insurance.
- Effective April 1, 2015 the Town shall pay 80% of the cost of Medical Insurance for all new eligible full and part time employees. This applies to any eligible employee hired on or after April 1, 2015.
- Should the Town reduce the employee contribution percentage or amount for all other Town employees during the term of this agreement, that same reduction shall apply to all eligible employees covered under this agreement.

**17.1.2** Any employee eligible for Medical Insurance who elects to not receive such medical insurance shall receive a lump sum payment of \$750 at the end of the Town's fiscal year (currently December 31st) provided such election is made by the employee in writing and is approved by the Chief.

**17.1.3** Union shall be permitted to submit for consideration Medical Insurance providers that, if cost does not exceed the previous year's cost, may be utilized to provide Medical Insurance benefits greater than outlined in this Article 17. Any increase in cost of Medical Insurance must be approved by the Town. Such submittal is subject to Town policies and procedures.

### **17.2 Dental Insurance**

**17.2.1** The Town shall provide and pay 80% of the premiums for Dental Insurance. Dental Insurance will be provided for single coverage for full-time and eligible part-time employees only.

**17.2.2** Union shall be permitted to submit for consideration Dental Insurance providers that, if cost does not exceed the previous year's cost, may be utilized to provide Dental Insurance

benefits greater than outlined in this Article 17. Any increase in cost of Dental Insurance must be approved by the Town. Such submittal is subject to Town policies and procedures.

### **17.3 Life & AD&D Insurance**

**17.3.1** The Town shall provide coverage for all full-time and part-time employees at no cost to the employees. The benefit level for life insurance shall be \$25,000 and \$25,000 for AD&D provided either a minimum of 20 hours/week are worked or such other requirements as directed by the policy.

### **17.4 Disability Insurance**

**17.4.1** The Town shall provide and pay 100% of the premiums for short-term disability insurance, currently offered by NH Health Trust at 66.6% of weekly earnings to a maximum of \$670 with a maximum benefit period of 26 weeks. Disability Insurance shall be provided for single coverage and for full-time employees only.

**17.5 Patient Protection and Affordable Care Act of 2010.** The Parties acknowledge that the Patient Protection and Affordable Care Act of 2010, also known as the Affordable Care Act, (herein the "ACA") was passed in 2010. The ACA has a so-called Cadillac Tax that is scheduled to take effect on January 1, 2018 that may create up to a 40% tax/cost increase on health plans that provide benefits that are deemed high-end. It is anticipated that the health plan currently offered to the Police may qualify for this Cadillac Tax. If this occurs that Parties agree this Agreement will be re-opened to address and share any such Cadillac Tax.

## **Article 18 -- Uniform Allowance**

**18.1** The Town shall provide employees with an annual uniform allowance as follows:

**18.1.1** Full-time officers = \$750.00

**18.1.2** Part-time officers = \$375.00

**18.2** This allowance shall be used to purchase and maintain uniform items as required by the Town. Receipts must be provided to support expenditures from the allowance. Allowances not supported by receipts shall be returned to the Town by January 1st each year.

**18.2.1** The Department shall maintain a list of suppliers who can provide uniform items.

**18.2.2** Eligibility for uniform allowance, full or pro-rated share, commences one (1) year after appointment. Allowance year is January 1st – December 1st or pro-rated portion thereof.

**18.2.3** The Town shall provide the Town's designated initial uniform for newly appointed employees.

**18.2.4** The Chief or his designee shall prepare and maintain standard required uniforms lists for the full-time and part-time employees of the department. Such lists shall be approved by the

Board of Selectmen or their designee. If the Town changes the standard uniform, the Town shall provide the newly required uniform components at no cost to the employee.

## **Article 19 -- Outside Details, Outside Duty Assignments**

**19.1** The opportunity to work paid details and outside duty assignments shall be offered to officers as follows by list: the full-time officer with the greatest seniority shall be given first opportunity to work, followed by other full-time officers in order of decreasing seniority, and then through the part-time officer list in order from greatest to least seniority. The list is a revolving list, each time starting with the officer that the list last stopped at. Reasonable effort, subject to time constraints or other exigent circumstances, shall be made to contact officers in order to offer the assignment.

**19.2** Employees shall receive a minimum of four (4) hours' compensation per detail at the following paid detail rates:

**19.2.1** The Regular Detail Rate will be as set, and from time to time revised, by the Board of Selectmen. The Chief will provide recommendations to the Board for their guidance. Such Detail Rates shall be \$41.00/hour in 2015, \$42.00/hour in 2016, \$43.00/hour in 2017, \$44.00/hour in 2018, and \$45.00/ hour in 2019. Reference to years shall mean April 1 through March 31.

**19.2.2** All details on all holidays observed by the Town (see Article 16.3.1), shall be paid at one and one-half times the regular detail rate. This Article applies only within the borders of Atkinson unless mutually agreed with other jurisdictions.

**19.3** "Special Details" The Town of Atkinson shall compensate police officers at the rate of one and one-half (1 ½) the employee's rate of pay for details that are worked for the following Atkinson based not-for-profit organizations:

- Boy Scouts
- Girl Scouts
- Brownies
- Lions Club
- Women's Civic Club
- Garden Club
- Atkinson Youth Baseball and Softball
- Historical Society
- Kimball Public Library

**19.4** In the event that police officers must work community service not-for-profit details other than those listed above, the parties shall meet to discuss how payment for those details shall be compensated.

**19.5** Payments for private duty services shall be paid to the employee in the next regular pay period following the private duty work after submission of sufficient documentation to show such private duty work.

**19.6** Police services required by the Town and approved by the Chief, such as but not limited to election polls duty and traffic direction pertinent to work being done directly or indirectly by or for the Town Road Agent, shall be normally provided by volunteers at the Special Details rate of one and one-half (1½) the employee's rate of pay. If no Officer volunteers for such work, than Officers assigned by the Scheduling Officer shall be assigned as a normal duty assignment and shall be paid at his or her normal rate, except for hours qualifying as Overtime; Overtime hours worked shall be compensated at the officer' officers assigned by the Scheduling Officer as a normal duty assignment.

**19.7** All details requiring trained Police Officers shall only be given to New Hampshire certified Police Officers.

**19.8** In order to implement this Article, all requests for private duty assignments shall be forwarded to the detail-scheduling officer or his designee. The determination of the need for a detail of Police Officers for any given event, function, or situation, the number of Police Officers required, if any, and the tasks to be performed by the detail complement shall be at the sole discretion of the Chief or his designee, under the purview of the Board of Selectmen, and in compliance with all applicable laws, statutes, ordinances and government regulations. Employees of the Department, while on detail assignment, shall at all times be subject to the chain-of-command of the Department and the Town.

**19.9** If a detail is cancelled and the employee is not given two (2) hours of notice for such cancellation, the employee will be entitled to four (4) hour minimum pay. Notification in person or by telephone call to the employee's primary telephone number as listed on the official Department roster or by telephone call to the Department shall constitute proper notification.

## **Article 20 -- Shift Assignments**

**20.1** All shift assignments are established by the Chief or his designee. Schedules shall be posted at least fifteen (15) days prior to their effective date, unless mutually agreed.

### **20.2** Requests for Days Off

**20.2.1** Requests for days off, not to include sick days, bereavement leave, or when exigent circumstances prevail, shall be submitted in writing no less than five (5) days in advance, prior to

the requested time off and in all events shall be considered and decided by the Chief or his designee.

**20.2.2** Requests for days off shall be honored first by the date request was given and then by seniority and in all events the decision to honor or deny such a request shall be made by the Chief or his designee.

**20.2.3** A minimum of one (1) patrol officer each day shall be allowed to take the day off. If more than one (1) officer requests the day the second and subsequent officers will be approved for time off pending shift coverage, at the discretion of the Chief or his designee.

### **20.3 Swap Requests**

**20.3.1** Every Officer may be granted by the Chief or his designee special leave (swaps) for a day on which he is able to secure another Officer to work in his place.

**20.3.2** The Chief or his designee shall, except for good cause shown, approve all such substitutions, provided notification is given at least five (5) days in advance of the date of the substitution, and the substitution does not impose any additional or overtime cost to the Town with regard to the payment of salary and/or wages.

**20.3.3** The Chief or his designee may approve such substitutions upon less than five (5) days advance notification, provided good reason is given for such shortened advance notification.

**20.3.4** The Chief or his designee shall approve or disapprove a swap request by 4pm on the weekday next following his receipt of the request.

**20.3.5** Neither the Department, nor the Town, is to be held responsible for enforcing a swap agreement between officers. Should the substituting officer fail to work the agreed upon swap, the originally scheduled officer shall be responsible for ensuring that the duty assignment is covered.

## **Article 21 -- Scheduling & Filling Open Shifts**

**21.1** The intent of this open shift policy is to provide flexibility in meeting staffing levels necessary to insure the safety of the public and meet the operational needs of the department. The public's safety is paramount and shift assignments must be staffed.

**21.2** If a work shift becomes open due to unforeseen injury or illness, or such shift becomes open because of scheduled vacation, personal day or training requirement, military or bereavement leave,

or emergency circumstance, such open shift or shifts shall be filled based on seniority in the following manner:

**21.2.1** First Call – Full-time officers, in order of least seniority to greatest;

**21.2.2** Second Call – Part-time officers, in order of least seniority to greatest.

**21.3** The staffing of open shifts will be similar to filling Detail Assignments. The scheduling officer will refer to the detail worksheet for a listing of officers to contact and schedule for working the open shift, or shifts.

**21.4** The rate of pay of a part-time officer working an open shift shall be at that officer's regular rate of pay.

**21.5** The rate of pay for a full-time officer working an open shift shall be at that officer's regular rate of pay, or at the overtime rate of pay (time and a half) for any hours worked exceeding 40 within a single work week.

**21.6** If an open shift cannot be filled following the above procedure the Chief or his designee may order the officer currently on duty to remain on duty for an additional four (4) hours, or until relieved by an officer from an upcoming shift who may be ordered in up to four (4) hours early.

**21.7** Coverage shall be maintained so as to insure the public safety. No officer shall be allowed to work more than 16 consecutive hours except in cases of emergency when no other option is available. In such case, the officer shall receive a written explanation within three (3) days of the resolution of the emergency.

**21.8** The above procedure applies in all cases when, at the discretion of the Chief or his designee, additional police personnel are required to work, with the exception of outside details and private work assignments.

**21.9** Part time employees who are forced to stay after their regularly scheduled shift ends either for a call or an unfilled shift shall be paid time-and-one half their regular pay rate for every hour worked after 8 hours.

## **Article 22 -- Wages**

**22.1** Pay increases for non-probationary employees for the duration of this contract are as follows:

- Effective April 1, 2015 base pay shall increase 3.5% for full-time and part-time employees.
- Effective April 1, 2016 base pay shall increase 3.0% for full-time and part-time employees.
- Effective April 1, 2017 base pay shall increase 3.0% for full-time and part-time employees.
- Effective April 1, 2018 base pay shall increase 3.0% for full-time and part-time employees.

- Effective April 1, 2019 base pay shall increase 3.0% for full-time and part-time employees.
- For each year of this contract, full-time and part-time officers shall, upon a successful performance review and recommendation by the Chief, or his or her designee, receive a step increase as outlined in Appendix A of the 2006-2009 contract, and attached as Appendix A to this agreement.

**22.2** Newly hired employees shall be classified as “probationary employees” and are not eligible for Union membership, nor will probationary employees be covered by this agreement. Management will set rates of pay for probationary employees.

**22.3** Full and Part-time officers covered by this agreement shall be reviewed annually on the anniversary date of their hire.

**22.4** The Town agrees to deduct Union dues from an employee's paycheck so long as each employee requesting said deduction does so in writing, signing said request and indicating the amount to be deducted.

**22.5** Deductions for union dues shall be forwarded on a monthly basis to the Comptroller, Teamsters Local 633.

**22.6** Call-Back Time: Any full-time employee called back to work during his off duty time shall be paid for a minimum of three (3) hours at one and one-half times his regular rate of pay and a rate of pay one and one-half times his regular rate of pay for any hour beyond three hours.

**22.7** Weekly and Bi-Weekly Pay. All full-time and part-time employees shall be paid at the same frequency (weekly or bi-weekly) as currently paid. The Town may change pay frequency to match any other Town employee, but not to exceed bi-weekly pay frequency.

**22.8** Overtime. No employee will be required to work more than forty (40) hours in any one work week except as provided in this Section and as approved by the Chief or his designee. Any officer who works more than 40 hours in any one work week shall be paid at a rate of pay one and one half times his regular hourly rate for hours beyond that limit, and this pay will, hereinafter, be referred to as "Overtime Pay". Overtime will start after the first fifteen (15) minute period either before or after the officer's regular duty hours and Overtime Pay will be paid for only the time worked.

**22.9** Direct Deposit: Direct deposit into an employee’s bank account of choice of wages due shall be available to all full and part time employees, provided the bank where such account resides agrees to accept such direct deposits and provided that written request to the Town bookkeeper is made.

## **Article 23 -- Court Time**

**23.1** Officers required by the Department to attend either criminal or civil hearings or depositions or any administrative hearings at the Department of Motor Vehicles shall receive pay at the rate of one and one-half (1.5) times their base pay for a minimum of three (3) hours and a maximum of twelve

(12) hours. Any witness fees paid to the employee by a Court of Law or other agency shall be turned over to the Town.

## Article 24 -- Longevity Wage Bonuses

24.1 The Town agrees to provide longevity bonuses to full-time and part-time officers per the following schedules. Longevity bonuses shall be prospective and not be retroactive, and must be requested by the officer in writing and be approved by the Chief. For example, this means a full-time officer who has 6 years of continuous service shall not receive a longevity bonus until he or she reaches 10 year of continuous service. Longevity bonuses are lump sum payments and shall not be added to any employee's base salary.

### Longevity Bonus Schedule:

#### A. Full-time Officers

Completion of 5 years continuous service	\$ 350
Completion of 10 years continuous service	\$ 600
Completion of 15 years continuous service	\$ 850
Completion of 20 years continuous service	\$1100
Completion of 25 years continuous service	\$1350
Completion of 30 years continuous service	\$1600
Completion of 35 years continuous service	\$1850
Completion of 40 years continuous service	\$2000

#### Part-time Officers

Completion of 5 years continuous service	\$ 225
Completion of 10 years continuous service	\$ 350
Completion of 15 years continuous service	\$ 425
Completion of 20 years continuous service	\$ 600
Completion of 25 years continuous service	\$ 725
Completion of 30 years continuous service	\$1100
Completion of 30 years continuous service	\$1350
Completion of 40 years continuous service	\$1500

## Article 25 -- Shift Differential

25.1 In addition to the employees' regular rate of pay, the Town shall pay a Shift Differential for time worked during the following periods:

<u>Shift Hours</u>	<u>Additional Pay:</u>
Shift 1 (8 am – 4pm)	No extra pay
Shift 2 (4 pm – 12 mid)	\$1.00 per hour

Shift 3 (12 mid. – 8 am) \$1.50 per hour

The Parties agree that the Chief controls and is responsible for all scheduling subject only to the terms of this Agreement.

**[Remainder of page intentionally blank]**

IN WITNESS WHEREOF, the parties hereto sign this Agreement.

Town of Atkinson  
Board of Selectmen

Teamsters Local 633

By: William M. Baldwin

By: David W. Laughton  
David W. Laughton  
Secretary-Treasurer

By: [Signature]

By: Jeffrey Padellaro  
Jeffrey Padellaro  
Business Agent

By: [Signature]

By: [Signature]  
By: [Signature]

## Appendix A

### Step Increases

<u>Full Time</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
Probationary	\$18.46	\$19.02	\$19.59	\$20.17	\$20.78
Step 1	\$19.62	\$20.20	\$20.81	\$21.43	\$22.08
Step 2	\$20.77	\$21.39	\$22.03	\$22.70	\$23.38
Step 3	\$21.92	\$22.58	\$23.26	\$23.96	\$24.67
Step 4	\$23.08	\$23.77	\$24.48	\$25.22	\$25.97
Step 5	\$25.38	\$26.15	\$26.93	\$27.74	\$28.57

  

<u>Part Time</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
Probationary	\$15.00	\$15.45	\$15.91	\$16.39	\$16.88
Step 1	\$16.15	\$16.64	\$17.14	\$17.65	\$18.18
Step 2	\$17.31	\$17.83	\$18.36	\$18.91	\$19.48
Step 3	\$18.46	\$19.02	\$19.59	\$20.17	\$20.78
Step 4	\$19.62	\$20.20	\$20.81	\$21.43	\$22.08
Step 5	\$20.77	\$21.39	\$22.03	\$22.70	\$23.38