

AGREEMENT
BETWEEN
THE TOWN OF HAMPSTEAD
AND
NEW ENGLAND POLICE BENEVOLENT ASSOCIATION
LOCAL NO. 37 OF NH
4/1/2014-3/31/2016

The Town of Hampstead (hereinafter referred to as the "Town") and New England Police Benevolent Association Local 37 of New Hampshire (hereinafter referred to as the "Union") agree as follows:

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Agreement Between the Town of Hampstead and Local 37 NEPBA
4/1/2014

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ARTICLE 1

RECOGNITION AND BARGAINING UNIT DESCRIPTION

1.1. DESCRIPTION

The New England Police Benevolent Association Local No. 37 of New Hampshire is the sole and exclusive bargaining agent for wages, fringe benefits, and terms and conditions of employment. The bargaining unit consists of: Dispatcher/Clerk, Full-Time Sergeants and Patrol Officers, and Regularly scheduled Part-time Patrol officers

1.2. EMPLOYEE

The term "employee" as used herein refers to members of the unit as listed above.

1.3. EXCLUSION

Excluded from this Agreement are probationary and all other employees of the Hampstead Police Department.

ARTICLE 2
EMPLOYEE RIGHTS

2.1. NO DISCRIMINATION

- a. The Town and the Union agree not to discriminate against any employee covered by this Agreement in conditions of employment in order to discourage or encourage membership in the Union.
- b. The Town and the Union agree not to discriminate against any employee because he/she had given testimony, or taken part in a grievance procedure, or any other Union proceedings.
- c. The Town and the Union agree not to discriminate against any employee covered by this Agreement because of race, religion, creed, color, age, handicap, national origin, or sex.

2.2. MEETING SPACE AND BULLETIN BOARD

The Town will provide space in a non public area of the police station for the Union to install a bulletin board for the purpose of posting Union notices and information. The content of such notices and information shall not be derogatory or inflammatory. All postings shall be initialed and dated by the Union President or Union Vice President. The Chief of Police may require that materials be removed if they are not relevant to the Town or legitimate Union activities. No person other than the Union Business Agent, Union President, Union Vice President, or his/her designate may remove postings from the bulletin board.

2.3. MEMBERSHIP AND DUES

- a. Each collective bargaining unit member shall pay union dues. The Union shall be responsible for collecting said dues from each member in a manner set forth by the By-Laws of the Local. Each member of the NEPBA, Local 37, shall pay the required amount of dues per week that is set forth at the National Convention of the NEPBA, currently set at \$10.00 per week. The dues collected shall be sent to the NEPBA at the following address:
New England PBA, Inc.
c/o Treasurer
227 Chelmsford Road
Chelmsford, MA 01824
- b. Effective with the signing of this agreement and the first seven (7) calendar days in April annually thereafter, any employee of the Town who is covered by this Agreement may choose NOT to be a member of the Union. Said employee must exercise in writing that they choose NOT to be a member and provide that declaration to the President of Local 37.
- c. The Union agrees to hold harmless and indemnify the Town in any action brought under this Section by a current or past bargaining unit member. Such indemnification shall include any and all penalties, judgments, attorney's fees, and costs.

ARTICLE 2: EMPLOYEE RIGHTS (cont'd.)

2.4. NO STRIKE – NO LOCKOUT

- a. No employee covered by this Agreement shall engage in, induce or encourage any strike, work stoppage, sick-in, sick-out, or slowdown or any job action or activity which interferes with the normal operation of the Town or the withholding of services to the Town.
- b. The Union agrees that neither it, nor any of its officers or agents, national or local, will call, institute, authorize, participate in, sanction or ratify any activity referred to in the paragraph a. (above).
- c. The Town agrees that it shall not engage in a lockout.

ARTICLE 3
UNION BUSINESS

3.1. UNION OFFICIALS

The Union shall advise the Town of the names of the employees holding union office.

3.2. GRIEVANCE COMMITTEE MEETINGS

The grievance committee shall be permitted to meet at the police station for the purpose of processing a grievance. Members of the committee who are on duty shall be permitted to attend the meeting without loss of pay, provided the shift commander has been advised in advance and the meeting does not adversely impact the operations of the department. In the event of an emergency, officers on duty shall respond to the emergency. Meetings shall not exceed forty-five (45) minutes in duration.

3.3. TIME AND EQUIPMENT USAGE

The Union President, or his designee, shall be permitted to formally process grievances during his regularly scheduled shift with no loss of pay provided that the amount of time spent and equipment used must be reasonable and limited and shall not impact the operations of the department.

3.4. SCHEDULING NOTICE

The Union shall inform the scheduling officer of the date and times of negotiation sessions and the names of the negotiating team representatives who will be in attendance.

3.5. MEETING TIMES

Every effort will be made to schedule negotiating sessions at a time which does not conflict with the scheduled duty of employees who are members of the Union negotiating team. In the event that employees, not to exceed two in number, who are members of the Union's negotiating team, are scheduled for duty at a time during which a collective bargaining meeting will be held, said employees will be permitted to participate in negotiations without loss of pay.

3.6. MEETING SPACE

Space at the Police Department will be provided for Union meetings, if available, upon written request from the Union to the Chief, or his designee.

3.7. ATTENDEES

Up to two (2) Officers or representatives of Local 37 shall be allowed to use vacation, personal, or unpaid time off to attend the Convention of the New England PBA, Inc., I.U.P.A. Local 9000, and AFL-CIO.

3.8. COOPERATION

In order to implement the provisions of this article, it is agreed that requests between the parties involved will be reasonably considered in order to further the existing cooperation and the best interests of the Town.

ARTICLE 4
MANAGEMENT RIGHTS

4.1. AUTHORITY

Except as otherwise limited by an express provision of this agreement, the Town shall continue to have the right to exercise complete control and discretion over its organization and technology, as referenced in RSA 273:A. All of the rights, responsibilities and prerogatives that are inherent in the Town by virtue of statutory provisions, unless specifically waived by the Town in this agreement, shall remain in full force and effect.

4.2. UNLIMITED RIGHT TO NEGOTIATE

It is acknowledged that during the negotiations, which resulted in this agreement, both parties had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining. Therefore, for the life of this agreement, this agreement shall constitute the total agreement between the parties, and they agree that neither party shall be obligated to any additional collective bargaining unless by mutual agreement.

4.3. TERMINATION OF PRIOR AGREEMENTS

Any prior terms, conditions, and benefits of employment relating to employees in this bargaining unit which conflict with or are not specifically included in the terms and conditions of this agreement shall be terminated upon the effective date of this agreement and shall be superseded by this agreement.

ARTICLE 5
CONSULTATION

5.1. MUTUAL CONCERN

Representatives of the Union may meet with the Chief of Police, or his designee, once a quarter to discuss matters of mutual concern, at a mutually agreed time and place, including those matters necessary to the implementation of this Agreement. A written agenda shall be exchanged between the Union and Chief of Police no less than five (5) days before the scheduled date of the meeting. At the discretion of the parties, additional matters for discussion may be placed on the agenda. Nothing contained herein shall prevent the Chief of Police, or his designee, and the Union from meeting on a less frequent basis by mutual agreement.

5.2. CONSULTATION

Nothing contained herein shall prevent the Union from consulting with the Chief of Police at any time, if matters of mutual urgency arise.

ARTICLE 6

GRIEVANCE PROCEDURE

6.1. INDIVIDUAL PRESENTATION

Nothing in this Agreement shall prevent any employee from individually presenting a Grievance to his employer, without representation of the Union, providing that any settlement is not inconsistent with the terms of this Agreement. Those Grievances reduced to writing and resolved without Union representation shall be documented and forwarded to the Union within ten (10) days.

6.2. DEFINITION

The following definition shall apply:

A GRIEVANCE is the alleged breach of a specific provision in this Agreement.

Referenced days in this procedure are calendar days, and the number of days indicated at each level, are considered to be the maximum. The time limits specified may be extended only with prior written mutual agreement.

6.3. PROCEDURES

The processing of grievances shall be undertaken in accordance with the following procedures:

- Step One: An employee and/or the Union desiring to process a grievance should file a written statement of the grievance to the Chief of Police, or his designee, no later than thirty (30) days after the employee knew or reasonably should have known the facts on which the grievance is based,. The Chief of Police, or his designee, shall give a written decision within ten (10) days thereafter.
- Step Two: If the employee or the Union is not satisfied with the decision, the employee or the Union may file, within ten (10) days following the date of the decision, a written appeal with the Board of Selectmen setting forth the specific reasons why he/she disagrees with the decision. Within fifteen (15) days following receipt of the appeal, the Board of Selectmen shall either issue a written decision of the Town, or schedule a Hearing. Said Hearing shall be held no later than twenty (20) days following receipt of the appeal and a written decision of the Town shall be rendered within ten (10) days after the hearing.
- Step Three: If the employee or the Union is not satisfied with the decision of the Town, the Union may file, within fifteen (15) days following the decision of the Town, a request for arbitration to the American Arbitration Association under its rules and regulations, or to the Rockingham Superior Court.

ARTICLE 6: GRIEVANCE PROCEDURE (cont'd.)

6.4. TIME LIMIT

Failure of the grievant to abide by the time limits set out in this article shall result in the grievance being deemed settled based on the last decision made by the appropriate hearing officer on behalf of the Town. Failure of the Town, or its representatives, to provide a decision at any step of the procedure shall result in the grievance automatically progressing to the next step in the procedure if the Union so chooses.

6.5. ARBITRATION

- a. In the event that the Union elects to proceed to arbitration, the Town and the Union will endeavor to agree upon a mutually acceptable arbitrator and obtain a commitment from the arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain a commitment to serve, the grievance shall be referred to the American Arbitration Association by the Union within twenty (20) days after the receipt of the notice of submission to arbitration. In such event, the arbitrator shall be selected in accordance with the rules of the American Arbitration Association, then applicable to voluntary labor arbitration.
- b. The function of the arbitrator is to determine the interpretation of specific provisions of this agreement. There shall be no right in arbitration to obtain and no arbitrator shall have any power or authority to award or determine any change in, modification or alteration of, addition to, or detraction from any other provision of this agreement.
- c. Each grievance shall be separately processed at any arbitration proceeding hereunder, unless the parties otherwise agree.
- d. The arbitrator shall furnish a written opinion specifying the reasons for his decision. The decision of the arbitrator, if within the scope of his authority and power within this agreement, shall be final and binding upon the union and the town and the aggrieved employee who initiated the grievance.
- e. The costs of arbitration shall be borne equally by the Town and the Union.

ARTICLE 7

DISCIPLINE AND TERMINATION FOR CAUSE

7.1. PROGRESSIVE DISCIPLINARY PROCESS

An employee may be disciplined and/or terminated for just cause.

Prior to deficiencies in job performance rising to the level of discipline, a letter of counseling will be issued to the employee outlining the areas needing improvement and appropriate remedies.

The disciplinary process may include: written warning, suspension, and termination. Although the steps listed are illustrative of the entire disciplinary process, the Town reserves the right to assess discipline on the merits of the offense and may initiate discipline at any step of the process.

7.2. EMPLOYEE FILES

If there is no repeat disciplinary action, or occurrence of other disciplinary action for a period of twelve (12) months, the record of such action will be removed from the employee's personnel file.

7.3. COACHING AND COUNSELING

Nothing in this article is intended to preclude the need for coaching, counseling, and/or training for improved performance or behavior.

ARTICLE 8
TEMPORARY LEAVES OF ABSENCE

8.1. NEGOTIATIONS TIME

Leave from duty to attend bargaining sessions (see Art 3, sec. 5).

8.2. GRIEVANCE HEARINGS

Leave from duty with hourly base pay shall be granted to an employee who files a grievance for the purpose of attending a hearing relating to the employee's grievance provided the Hearing takes place while on duty.

8.3. BEREAVEMENT LEAVE

Special leave of up to three (3) consecutive days shall be granted to a full time employee, paid at the base hourly rate, in the event of the death of his/her:

- Father
- Mother
- Step-parent
- Spouse
- Fiancé/Fiancée
- Domestic Partner
- Grandmother
- Grandfather
- Sister or step-sister
- Brother or step-brother
- Child or step-child
- Grandchild
- Mother-in-law
- Father-in-law
- Blood relative or ward domiciled in the employee's household.

Under extenuating circumstances, two (2) additional consecutive days without pay may be granted at the discretion of the Chief of Police.

Special leave of one (1) working day with pay, for the purpose of attending the funeral, shall be granted an employee in the event of death of his/her sister-in-law, brother-in-law, aunt or uncle.

8.4. MATERNITY LEAVE

An employee's disability due to pregnancy or childbirth is considered in the same manner as any other disabling condition.

8.5. MILITARY LEAVE

To foster and encourage service in the United States Military Reserve and the National Guard, the Town will pay any full-time employee who is a member of the United States Military Reserve and/or the National Guard, the difference between his or her military pay and the employee's regular weekly straight time pay when on normal annual training sessions for a maximum of two weeks per year.

Payment of above stated differentials shall not apply to regular monthly meetings or when the employee enters full-time active duty.

ARTICLE 9
PROBATIONARY EMPLOYEES

9. 1. NEW HIRES

A period of twelve (12) months following the date of hire of an employee to a position in the Police Department is considered the employee's probationary period. The dismissal of an employee during the probationary period is not subject to the grievance procedure.

9.2. EXPERIENCED HIRES

A probationary period of six (6) months from the date of hire will apply for an employee with at least five (5) years experience as a certified, full-time police officer in New Hampshire. The dismissal of an employee during the probationary period is not subject to the grievance procedure.

9. 3. PROMOTION/PROGRESSION

Employees promoted to a position of a higher rank or a position occupying a higher salary range will serve a probationary period of six months from the effective date of the promotion or transaction (see Article 10).

ARTICLE 10
PROMOTIONS AND TRANSFERS

10.1. PROBATIONARY PERIOD

Employees promoted to a higher rank or to a position occupying a higher salary range will be returned to their original rank or classification if they fail to satisfactorily complete the probationary period.

10.2. VOLUNTARY DEMOTION

Any employee promoted will be permitted to voluntarily return to his/her original rank or classification within thirty (30) days following the promotion.

ARTICLE 11
HOURS OF WORK

11.1 . STRUCTURE

This article is intended to define the normal hours per day or per pay week during the term of this agreement. Nothing contained herein shall be construed as preventing the Police Department from restructuring the normal work day or work week for the purposes of promoting the efficiency of municipal government, from establishing the work schedules of employees, or of establishing part-time positions.

11.2. WORK DURATION

- a. All full-time employees will be scheduled 160 hours in a 28 day period. The Department will continue to follow its current practice of scheduling 80 hours of work in a bi-weekly pay period.
- b. The pay period will be from 12:01 AM on a Sunday to 11:59 PM on the second Saturday (14 calendar days, starting on a Sunday and ending on a Saturday)

11.3. WORK SCHEDULE

- a. The Department's scheduling is in the sole and absolute discretion of the Chief of Police or his designee.
- b. In cases of emergency circumstances in the absence of volunteers, the Chief can order an officer in, or have officers held over until the shift is filled. When there is not an emergency circumstance, an officer must have at least seven (7) days prior notice before having an individual scheduling change made by the Chief. A seven (7) day prior notice is not necessary if all officers involved in the schedule change, are in agreement on the change.
- c. The Department schedule will be made in eight (8) week durations and will be posted no less than seven (7) days prior to the existing schedule ending.

ARTICLE 12
OVERTIME

12.1. OVERTIME PAY CALCULATION

- a. Police Officers shall be entitled to be paid at the rate of one and one-half times their respective regular hourly rate, for hours worked in addition to their regularly scheduled work week. If an employee takes vacation time or sick/personal time* during their regularly scheduled work week, but still works other additional hours, that employee will still be paid one and one-half times their regular hourly rate for those additional hours. An employee cannot use more than 80 hours of personal time, sick time, vacation time or any combination thereof, in a regularly scheduled 80 hour bi-weekly pay period, as a means of “self generated” overtime.
- b. In instances where an employee calls in sick the day before or the day after an overtime shift, that sick time will not be included in the calculation of overtime pay.
- c. Holiday pay (Art. 14) is specifically excluded from any calculation of overtime pay.

12.2. DETAILS EXCLUDED

Hours spent on outside or private details shall not be included for the purpose of computing overtime compensation. Those hours will be paid at the set detail rate.

12.3. VOLUNTARY COMPENSATORY TIME

No employee shall be relieved of duty during the regular shift hours in his/her basic workweek in order to compensate or to offset overtime hours worked or anticipated unless he/she agrees to be so relieved.

12.4. CALL BACK

- a. Any employee covered by this Agreement who has been called back to work during his/her off-duty time after being dismissed shall be guaranteed a minimum of four (4) hours pay, except where an employee has been called back because he/she has not fulfilled all required duties. Call backs resulting from a special skill requirement will be paid at time and one half.
- b. The Town may likewise not relieve an employee from normal duty to offset the receipt of call back pay. The employee will normally be allowed to leave immediately upon completion of the work which he was originally called to perform; however, he/she may be required to perform other related duties as assigned. Callback time will be paid in four hour increments (i.e. an employee is called back and works seven hours, the employee will be compensated for eight hours).
- c. Any employee called back from an approved vacation under emergency situations, as determined by the department head or designate, shall be eligible to have their portion of vacation time that was cut short used in computing the eligibility for overtime. Unused vacation time is placed back into the employee’s accrued vacation account.

**NOTE: Sick/Personal time has been combined into Paid Time Off (see Article 16).*

ARTICLE 12: OVERTIME (cont'd.)

12.5. SCHEDULING

- a. The Chief of police, or his designee, will refer to the Overtime Scheduling Worksheet for full-time officers.
- b. The scheduling officer will start at the top of the full-time list, contacting those on the list until the shift is accepted. When the shift is filled, the list will designate the next officer to be called for the next overtime shift. The Chief of Police, or his designee, records, on the list, that the officers (A) accepted the shift; (R) refused the shift; or (N/A) were not available. All vacant shifts will be filled on a regular basis, except in emergency situations.
- c. If no full-time officer accepts the shift, the scheduling officer will refer to the Scheduling Worksheet for part-time officers and proceed in the same manner as detailed in (b) above.
- d. If the shift cannot be filled as detailed in either Section (b) or Section (c), it may be necessary to require an officer currently working to remain on duty and/or require an officer from an upcoming shift to report early.
- e. All part-time officers shall be listed on the scheduling worksheet for part-time officers. If a shift normally filled by a part-time officer needs to be filled, the scheduling officer will start at the top of the part-time list, contacting those on the list, until the shift is accepted. When the shift is filled, the list will designate the next officer to be called for the next shift. The Chief of Police or his designee records, on the list, that the officers (A) accepted the shift; (R) refused the shift, or (N/A) when not available. If no part-time officer accepts the shift, the scheduling officer will refer to the scheduling worksheet for full-time officers and proceed in the same manner as detailed in this paragraph. If the shift cannot be filled as detailed in this paragraph, it may be necessary to require an officer currently working to remain on duty and/or require an officer from an upcoming shift to report early.
- f. Overtime scheduling guidelines apply to making assignment to cover shifts for Vacation, Illness, Personal, and Holiday time. Assignments to cover vacancies due to Disability, Employment Vacancies, Military and other Training are totally at the Chief's discretion.

NOTE: The backfilling of the scheduled shifts for a full-time plainclothes detective will not be subject to the guidelines for filling full-time overtime shifts, as outlined in section 12.5b. The filling of vacant full-time plainclothes detective shifts, will be at the discretion of the Chief or his designee.

12.6. SHIFT SWAPPING

- a. Shift swapping is allowed providing that the Cruiser Log and the Time Sheet reflect the person who physically worked those hours. 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.
- b. Both the original and the subsequent exchange must occur within an 80 hour pay period. 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.

- c. No additional cost to the Town or Department will result from this exchange of shifts. No overtime can result from shift swapping.

ARTICLE 13
COURT AND HEARING APPEARANCE

13.1. APPEARANCE DUTY

Any full-time or part-time employee covered by this Agreement, required by the Department or any other law enforcement agency, to testify in Court or any other Hearing, during off-duty hours, shall be entitled to pay at one and half times (1.5) his or her hourly rate, for a minimum of four (4) hours.

13.2. FEES

Any fee received by the officer directly or indirectly from the Court or administrative agency conducting the hearing will be submitted to the Town, as is current practice.

ARTICLE 14
HOLIDAYS

14.1. HOLIDAY SCHEDULE

The following eleven (11) days shall be considered holidays:

- New Year's Day
- President's Day
- Civil Rights Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving
- Day after Thanksgiving
- Christmas Day

14.2. HOLIDAY PAY

- a. Full-time employees will receive eight (8) hours pay for each listed holiday at the end of the pay period in which a holiday falls whether or not they are scheduled to work on that holiday. This holiday pay will NOT be included in the calculation for overtime pay.
- b. In addition to the above, full-time regular employees will receive one and one half times their hourly rate for hours worked on the eleven (11) holidays.

14.3. DISPATCHERS

Dispatchers will have the day off with pay for any of the above eleven (11) holidays that fall during their scheduled work days. Dispatchers do not qualify for any other sections of Article 14.

14.4. PART TIME PATROL

Part Time Patrol Officers will receive 1 ½ times their normal pay for all hours worked on any of the above eleven (11) holidays. Part Time Patrol Officers do not qualify for any other sections of Article 14.

ARTICLE 15
VACATION

15.1. VACATION ALLOWANCE

- a. The Town will grant paid vacation time off to Full Time Employees in accord with the following schedule:
 - After 6 months and up to 1 year of continuous service 40 hours per year
 - After 1 year and up to 4 years of continuous service 80 hours per year
 - After 5 years and up to 9 years of continuous service 120 hours per year
 - After 10 years of continuous service and thereafter 160 hours per year
- b. Full Time Employees shall not be granted vacation time off for any pay period during which they are on layoff or other leave of absence without pay.
- c. Annual leave is provided for the purpose of rest and recuperation with a view to future service in the best interest of the Town and as such, all employees must take a minimum of one week's vacation annually. Full Time Employees may accrue and carry over a total of one hundred sixty (160) hours from year to year. Vacation time will not be accrued in excess of the 160 hour maximum.

15.2. VACATION SCHEDULING

- a. The Chief, or his designee, will determine the annual vacation schedule, taking into consideration the best interests of the Town, the particular needs within the department, and the individual employee.
- b. In the event more employees apply for vacation time off, than can be spared from the job at a given time, the Chief or his designee will have the authority to make the decision on which employees will be granted the vacation time off and which employees will not have the time off.

15.3. VACATION PAY

- a. An employee who desires vacation pay before leaving on vacation must notify his/her department head at least fourteen (14) calendar days in advance of his/her last working day.
- b. If the Chief, or his designee, requires an employee to work due to vacancies or emergencies, the employee may elect to receive pay for any unused vacation time or to carry it over in his/her vacation accrual up to the 160 hour maximum.
- c. If any employee terminates his/her service with the Town or takes an extended leave of absence, he/she will receive pay for all accumulated vacation time at the employee's straight-time base rate of pay in effect at that time.

- d. If an employee dies while working for the Town, the employee's accumulated vacation time will be paid to his/her estate at the employee's straight-time base rate of pay in effect at that time.

ARTICLE 16
PAID TIME OFF

16.1. DEFINITION

- a. In place of separate allowances for sick days and personal days, the Town will provide a number of paid days to be used by Full Time Employees. Paid Time Off (PTO Days) are intended to cover periods of brief illness or for any other purposes of a personal nature.

16.2. ANNUAL AMOUNT

- a. Twelve (12) PTO days per calendar year will be granted on January 1st of each calendar year to Full Time Employees (based on 8 hour days).
- b. PTO days will be pro-rated for new hire Full Time Employees in their first year of employment.
- c. In the event more employees apply for PTO time off, than can be spared from the job at a given time, the Chief or his designee will have the authority to make the decision on which employees will be granted the day off and which employees will not have the day off.

16.3. ACCRUAL

- a. Unused PTO days may be accrued and carried over to the next calendar year up to a maximum accrual of 75 days (75 X 8 = 600 hours).
- b. Upon termination or retirement of a Full Time Employee, 50% of that employee's unused PTO will be paid at the employee's rate of pay in effect at the time of departure.

ARTICLE 17
INJURY AND ILLNESS COMPENSATION

17.1. WORKER COMPENSATION

Employees who are injured while on duty are eligible for Worker Compensation benefits in accord with the New Hampshire Worker Compensation regulations.

17.2. SHORT TERM DISABILITY

Employees who are absent due to non-work related illness or injury will be covered by the Town's Short Term Disability policy. After the fifteenth day of illness or injury, this policy will provide 70% of the employee's average pay up to a maximum of \$800.00 per week for a maximum of 26 weeks.

17.3. LONG TERM DISABILITY

Employees who continue to be disabled due to a non-work related illness or injury will be covered by the Town's Long Term Disability policy. After 180 consecutive calendar days of disability, this policy will provide 70% of the employee's average pay up to a maximum of \$4083.00 per month to retirement.

17.4. OTHER INJURY/DISABILITY INSURANCE

If an employee chooses to purchase additional personal insurance coverage; the Town will provide administrative support for making payroll deductions. The entire cost of any such additional insurance will be paid by the employee.

ARTICLE 18

HEALTH INSURANCE

18.1. COVERAGE

The Town will continue to make available a comprehensive insurance program covering medical, dental, vision, and prescription medications. Full Time Employees will share in the cost of this coverage. The Town will maintain the current plans. In the event that the current plans are not an option, the Town will provide the employees with plans that have the same coverage or higher, without additional cost to the employee.

18.2. MEDICAL PLANS

- a. The Town currently offers two medical plan options.
- b. Full Time Employees may elect to purchase, single, employee-plus-one coverage or family coverage in either medical plan option, offered by the Town. The Town will pay the following support for this premium cost:
 - a. For 2014: 90% of the premium in either medical plan option
 - b. For 2015: 90% of the premium in either medical plan option
 - c. For 2016 (up to 3/31/2016): 90% of the premium in either medical plan option

NOTE: The percentage of medical insurance cost (10%) to the employee, would be paid by all full time employees, that receive Town medical insurance, regardless of whether they have a single, employee-plus-one or family plan.

- c. Full Time Employees may decline medical coverage through the Town. In lieu of carrying duplicate coverage, Full Time Employees will receive a taxable stipend equal to thirty percent (30%) of the premium of the lowest-cost option medical plan for which they qualify (i.e., single, employee-plus-one, or family).
- d. Part Time Employees may elect to purchase coverage in any of the medical plans offered by the Town. Part Time Employees will pay 100% of the premium cost for their selected plan.

18.3. DENTAL PLAN

- a. The Town will pay 100% of the single coverage premium for Full Time Employees who enroll in the dental plan.
- b. Full Time Employees may elect to purchase family coverage in the dental plan by paying the difference in the premium cost between the single and family plans.
- c. Part Time Employees may elect to purchase coverage in the dental plan offered by the Town. Part Time Employees will pay 100% of the premium cost for this plan.

ARTICLE 18: HEALTH INSURANCE (cont'd)

18.4. PREMIUM PAYMENTS

The Town is in the process of establishing a Section 125 Salary Reduction Account in accordance with Internal Revenue Service regulations. Under this process, Full Time and Part Time Employees who elect any of the above coverages will be able to make pre-tax payments of their portion of premium costs.

18.5 PYSICAL FITNESS INCENTIVE

To support the requirement to maintain a physical fitness standard under Police Standards & Training's policies, employees will receive \$100.00 annually to help off-set the cost incurred with gym memberships. Employees will provide the Town with a copy of a gym membership bill prior to being reimbursed.

ARTICLE 19
LIABILITY INSURANCE

19.1. COVERAGE

The Town shall, to the extent possible, provide general and specific liability insurance to cover employees.

ARTICLE 20
UNIFORM ALLOWANCE

20.1. DEFINITION

All newly hired Full Time and Part Time Employees are supplied with a complete set of the necessary equipment and uniforms needed to perform their duties (pants, shirts, tie, hat, jackets, weapon, handcuffs, boots, intermediate weapons, rain gear, ballistic vest, etc).

20.2. PROCEDURE

- a. Each January, and annually thereafter, all Full Time Employees shall receive an allowance in the amount of \$850.00 to replace uniforms and/or gear. Full Time Employees may elect:
 - to have this amount held by the Police Department as a uniform/equipment credit (non-taxable) and accessible through several local uniform suppliers, **or**,
 - employees may submit receipts to the Town and be issued a check for their expenses, or,
 - to receive this allowance as a check. If a check is requested, the uniform allowance is subject to income taxes and the appropriate withholding amount is deducted.
- b. Part Time Employees are allowed to replace equipment and uniforms as needed with approval from the Chief or his designee.
- c. There is no reimbursement for cleaning expenses.

ARTICLE 21
PRIVATE DETAILS

21.1. DEFINITION

Private details are work assignments that are not considered public employment and are not directly supported by local property tax dollars.

21.2. DETAIL PAY

- a. Private detail assignments will be paid at a minimum of four (4) hours at the following rate:
 - April 1, 2014 through December 31st, 2014 \$43.00 per hour
 - January 1, 2015 and thereafter \$44.00 per hour
- a. Private detail assignments worked on any of the eleven (11) holidays will be paid an additional \$10.00 per hour.

21.3. CANCELLATION

Private details may be cancelled with six hours prior notice to the Department by the entity requesting the detail. In the event that a detail is cancelled without at least six hours notice, the employee will receive four hours of detail pay. Cancellation of Town details requires a two hour notice.

21.4. DETAIL ASSIGNMENTS

- a. Full Time Employees on the Detail and Scheduling Worksheet are called by the Chief, or his designated scheduling officer, beginning at the top of the schedule and following it down.
- b. When the detail is filled, the list will indicate the name of the next Full Time Employee to be called. The scheduling officer records on the list that those called, (A) accepted the detail, (R) refused the detail, or (N/A) were not available.
- c. If no Full Time Employees accept the detail, the scheduling officer will then refer to the Detail and Scheduling Worksheet for Part Time Employees, and proceed in the same manner as detailed above.
- d. Each time a new detail is available, Full Time Employees will be called first, beginning with the next name on the list.
- e. In the event that the scheduling officer is not on duty, the duty officer will make the detail assignment using the above procedure.
- f. Employees are prohibited from working private details while away on bereavement, workers compensation, illness, or disability.

ARTICLE 22
WAGES

22.1. WAGE SCHEDULE

The following rates of pay apply beginning **April 1, 2014**

Sergeant				\$31.24
Detective				\$28.36
	Recruit	13-36 Mos.	37-60 Mos.	61 + Mos.
FT Patrol	\$23.71	\$24.87	\$26.03	\$27.19
PT Patrol	\$19.39			
Dispatch I	\$19.09			
Dispatch II	\$18.51			

The following rates of pay apply beginning **April 1, 2015**

Sergeant				\$32.18
Detective				\$29.21
	Recruit	13-36 Mos.	37-60 Mos.	61 + Mos.
FT Patrol	\$24.43	\$25.62	\$26.81	\$28.00
PT Patrol	\$19.98			
Dispatch I	\$19.67			
Dispatch II	\$19.07			

22.2. SHIFT DIFFERENTIAL

Hours worked between:	Receive an additional:
1600 – 2400 (4 p.m. to midnight)	\$0.50 per hour
2400 – 0800 (Midnight to 8 a.m.)	\$1.00 per hour

ARTICLE 22: WAGES (cont'd)

22.3. WAGE REPORTING

If practicable, the Town's Annual Report will display the separate elements of police department employees' income. This chart will distinguish the various income sources and amounts, as a means of properly informing the residents of the composition of each employee's total pay as depicted in the following example:

<u>Employee</u>	<u>Base Salary</u>	<u>Overtime</u>	<u>Detail Pay</u>	<u>Court Pay</u>	<u>Total Income</u>
John Doe	\$39,000	\$4,500	\$5,000	\$2,000	\$50,500

ARTICLE 23
LIFE INSURANCE

23.1. TERM LIFE POLICY

The Town shall still provide to all full-time employees covered by this Agreement, term life insurance at the current face value equal to Fifty-Thousand Dollars (\$50,000.00).

23.2. LINE OF DUTY

If a full-time employee should be killed in the line of duty, an additional \$50,000 benefit would be paid through the Accidental Death and Dismemberment portion of the policy.

ARTICLE 24
JURY DUTY

24.1. SUPPLEMENTAL PAY

When an employee is required to serve or required to appear at the court to serve on the jury for a federal, state, county or municipal court on his/her scheduled workday, he/she shall be paid the difference between their regular straight time rate of pay and jury duty pay for each of such service. (i.e., regular straight time rate does not include shift differential, overtime, “acting” or temporary rate for service out of rank, or outside detail compensation).

ARTICLE 25

USE OF PRIVATE VEHICLES

25.1. MILEAGE RATE REIMBURSEMENT

An employee who is required by the Chief or his designee to use his/her private vehicle to conduct departmental business shall be reimbursed at the prevailing Town business mileage rate.

ARTICLE 26

EDUCATION ASSISTANCE

26.1. REIMBURSEMENT AMOUNT

- a. The Town shall reimburse employees all costs of tuition and books up to \$750 per employee per year for taking job-related courses or courses taken in conjunction with management or police science-related degree programs.
- b. The Town shall not be required to expend more than \$3,000 in total in any given fiscal year for this program.

26.2. REQUIREMENTS

- a. In order to qualify for reimbursement, the employee must secure prior approval from the Town, and must successfully complete the course with a grade of C or better for undergraduate courses; Grade B for graduate courses. Approval to take a course shall not be unreasonably withheld.
- b. Payment will be made upon submission of verification of completion of course work. There will be no payment of salary for time spent taking college courses.

26.3. REFUND UPON TERMINATION

If the employee terminates his/her employment within one year after receiving academic reimbursement, he/she will reimburse the Town for the course(s) taken from one year prior to termination, to the date of said termination.

26.4. EDUCATION INCENTIVE

The Town recognizes the value of having police department employees continuing to further their education. Employees who have completed the degree requirements will receive:

Degree Achieved:	Receive an additional:
Associates	\$0.25 per hour
Bachelor's or higher	\$0.50 per hour

ARTICLE 27
SEPARABILITY

27.1. COMPLIANCE

In the event that any Article, Section, or portion of this Agreement is found to be in violation of State law, or is found to be unlawful and unenforceable by any court of competent jurisdiction, or have the effect of loss to the Town of funds made available through Federal law, rule, or regulation, then such specific Article, Section, or portion shall be amended to the extent necessary to conform with such law, rule, or regulation, but the remainder of this Agreement shall continue in full force and effect.

ARTICLE 28
DURATION OF AGREEMENT

The terms of this Agreement shall be effective commencing on April 1, 2014 and continuing through March 31st, 2016.

Year 1 = April 1st, 2014 to March 31st, 2015

Year 2 = April 1st, 2015 to March 31st, 2016

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal this 1st day of April 2014.

N.E.P.B.A. Local No. 37

Town of Hampstead, NH

Stephan Arnold, Business Agent, NEPBA

Sean P. Murphy, Chairman, Board of Selectmen

Robert J. Kelley, President, Local 37, NEPBA

Richard H. Hartung,, Selectman

Richard J. Chambers, VP, Local 37, NEPBA

Priscilla R. Lindquist, Selectman

Matthew L. Moore, Secretary, Local 37, NEPBA

Approved by Town Meeting March 11, 2014

Ratification of the Terms of the Agreement

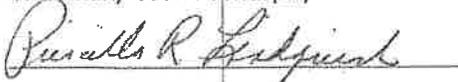
(April 1st, 2014 to March 31, 2016)

This Agreement is subject to ratification by the Town of Hampstead, Board of Selectmen and the ratification by the NEPBA Local No. 37 and funding by the legislative body of the Town of Hampstead.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal this 23rd day of December, 2013.



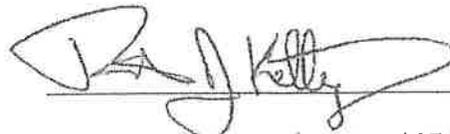
Chairman, Sean P. Murphy



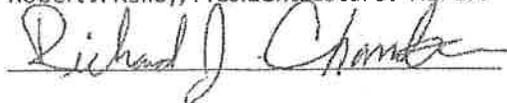
Selectman, Priscilla R. Lindquist



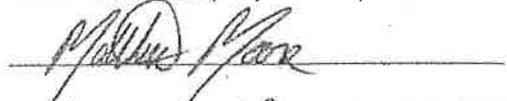
Selectman, Richard H. Hartung



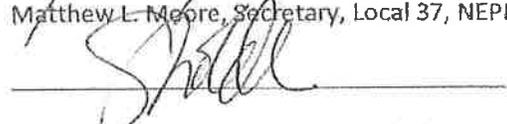
Robert J. Kelley, President, Local 37 NEPBA



Richard Chambers, VP, Local 37, NEPBA



Matthew L. Moore, Secretary, Local 37, NEPBA



Stephan Arnold, Business Agent NEPBA