

TOWN OF HILLSBOROUGH

AND

N.E.P.B.A. LOCAL 51

**COLLECTIVE
BARGAINING AGREEMENT**

April 1, 2012 to March 31, 2015

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ARTICLE 1 – PREAMBLE AND RECOGNITION

The Town of Hillsborough, NH is represented by its governing body, the Board of Selectmen (hereinafter referred to as “Board”). New England Police Benevolent Association (NEBPA) Local 51 is certified by the State of New Hampshire Public Employees Labor Relations Board (PELRB) as the authorized representative of the Town of Hillsborough’s police patrolmen, dispatchers and part-time dispatchers by PELRB Order dated July 27, 2010 (hereinafter referred to as “Local 51”). The Board and Local 51 enter into this Collective Bargaining Agreement in order to set forth terms and conditions of employment and a grievance procedure.

The Board recognizes NEBPA Local 51 as the sole and exclusive bargaining for all regular full-time police patrol officers and all regular full-time and regular part-time dispatchers, excluding probationary, temporary and seasonal employees. Nothing in this Agreement shall deprive or limit the parties to this Agreement in the exercise of any rights and liberties granted them under the laws of the State of New Hampshire or of the United States of America.

The members of Local 51’s bargaining committee who are scheduled to work a shift during negotiations shall be granted time off without loss of pay and benefits for all meetings between the Board’s negotiating committee and Local 51 for the purpose of negotiating the terms of an Agreement.

This Agreement becomes effective at 00:01 April 1, 2012, subject to approval of the required funding and cost items by the Annual Town Meeting of the Town of Hillsborough.

ARTICLE 2 – DUES DEDUCTION

The Town agrees to deduct Union dues from all employees who are covered by this agreement who are Union Members, membership being duly authorized by the signing of a dues deduction authorization card by said employees indicating the amount to be deducted. The dues along with a statement of which employees have paid dues shall be sent on a monthly basis to:

Treasurer
New England Police Benevolent Association
7 Technology Drive, Suite 102
Chelmsford, MA 01863

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If an electronic transfer (ET) of said Union dues is made by the Town to the Union, then the Town shall provide on a monthly basis a statement listing those employees paying said dues.

If any employee has no check coming or if the check is not large enough to satisfy the dues, then no deduction will be made from that employee. In no case will the Town attempt to collect fines or assessments for the Union beyond the regular dues.

The Union agrees to notify the Town of any change in the amount of dues one (1) month prior to said change. The Union agrees to hold harmless the Town over any disputes arising out of the collection of said dues.

ARTICLE 3 – UNION MEMBERSHIP

Membership in the Union is not mandatory. As such, the exclusive bargaining relationship established a mutual obligation: A Union has the obligation to provide collective bargaining and grievance representation to all employees in the bargaining unit whether members or non-members, and the employee has a corresponding obligation to share in defraying the costs of collective bargains services from which he or she directly benefits.

Non-members who request that the Union provide grievance representation shall be charged the full fair cost to the union of such non-member representation. The Union will charge the full fair costs of the processing of grievances and/or representation services, said charge set at \$40.00 per hour for time incurred by the local and National Union officials and stewards. The Union will charge the cost, up to \$200.00 per hour for time incurred by attorneys retained by the Union. These charges are in lieu of agency fee” deductions for non-union members. The Union will send an invoice for costs and expenses so incurred periodically and such payment will be due within thirty days.

The non-member may notify the Union, in writing, that they wish to withdraw the grievance and will be responsible only for costs and expenses incurred prior to the time of said notice.

Nothing herein shall enlarge or alter the Union’s duty of fair representation, and the Union reserves the right to evaluate the merits of any grievance proposed and to decline to process such grievance consistent with its duty of fair representation.

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Nothing herein shall create an obligation on the part of the Town to collect charges made by the Union to non-members or to take any actions whatsoever to enforce this article against non-members in the event of nonpayment of charges by non-union members.

ARTICLE 4 – EMPLOYEE RIGHTS

4.1. When an employee is ordered to submit to an interview, answer questions or submit a report in a non-criminal matter in which the employee is under investigation the employee's responses and statements are given under threat of automatic dismissal and job forfeiture and the employee has no alternative but to abide by such order(s).

4.2. An employee ordered to submit to an interview, answer questions or submit a report which might lead to his or her suspension and/or dismissal, shall have the following rights under this contract:

4.2.1 The employee will be informed prior to any interview or ordered written report if the Town believes the suspect is involved in any investigation regarding a criminal offense or misconduct which could lead to suspension and/or dismissal of the employee.

4.2 The employee will be informed of the nature of the investigation and the allegations against him or her. The employee will be given the opportunity to consult with a representative of Local 51 prior to any interview or ordered written report. The employee shall be afforded the right to have the representative of Local 51 at any interview. The employee shall have the opportunity to review any Police reports on file to refresh his or her memory prior to being interviewed.

4.3 All interviews shall take place at the Employers facilities unless mutually agreed to on an alternate site. The Town shall make a reasonable good faith effort to conduct interviews during normal business hours.

4.4 Any reports, statements of answers to questions in interviews conducted for non-criminal matters are for internal purposes only.

4.5 The employee shall be allowed reasonable intermissions to attend to personal necessities and/or to consult with his or her Local 51 representative.

4.6 All interviews shall be reasonably limited in scope to activities, circumstances, events, or conduct which pertain to the incident which is the subject of the investigation unless during the investigation a violation of policy or a criminal offense surfaces.

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4.7 No interview shall be recorded in any manner without the consent of the employee. If the employee consents to the interview being recorded, a complete copy of the recorded interview shall be furnished to the employee. If the interview is transcribed a complete copy of the interview shall be furnished to the employee.

4.8 Interviews and investigations of employees will be completed without unreasonable delays. The employees shall be provided notification of the status of the investigation every ten (10) days. The employee shall be advised immediately upon the conclusion of the investigation and what if any future action is to be taken on the incident.

4.9 If the investigation results in suspension or dismissal of the employee a complete copy of the investigation will be furnished upon request, said copy to contain all reports, any recordings, and any transcripts. The employee will be furnished the names, addresses and telephone numbers of all complainants and witnesses who were interviewed in the investigation.

ARTICLE 5 – MANAGEMENT RIGHTS

5.1 Except as otherwise expressly and specifically limited by the terms of this Agreement, the Town retains all their customary usual and exclusive rights, decision making, prerogatives, functions and authority connected with or in any way incidental to its responsibility to manage the affairs of the Town or any part of the Town. The Town retains all prerogatives, functions, and rights not specifically limited by the terms of this Agreement.

5.2 The Town shall have no obligation to negotiate with Local 51 with respect to any such subjects or the exercise of its discretion and decision making with regard thereto any subject covered by the terms of this Agreement and closed to further negotiations for the term hereof. Any subject which was or might have been raised in the course of collective bargaining is closed for the term hereof.

5.3 By way of illustration and without limitation, the exclusive prerogatives, functions and rights of the Town shall include but not be limited to the following:

1. To direct and supervise all operations, functions and policies of the Town and the Police Department in which the employees in the bargaining unit are employed.
2. To determine the need for a reduction or an increase in the work force.

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

5.4 The exercise of any management prerogative, functions or rights which are not specifically modified by this Agreement are not subject the grievance procedure of Article 7, to arbitration or, as set forth above, to bargaining during the term of this Agreement.

ARTICLE 6 – NO STRIKE CLAUSE

6.1 Under no circumstances shall Local 51 cause, encourage, sponsor or participate in any strike, sit-down, stay-in, stay-out, sick-out, work slowdown of any kind while on duty, withholding of services or any curtailment of work or restriction or interference with the operations of the Police Department.

6.2 Any employee violating this Article shall be subject to the disciplinary policy.

ARTICLE 7 – GRIEVANCE PROCEDURE

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

7.2 The parties agree that such procedures shall be kept as informal and confidential as may be appropriate for the circumstances and/or the procedural level involved. Nothing in this Agreement shall prevent any employee from individually presenting any grievance to his/her employer without representation by Local 51. Local 51 may be present at grievance meetings (other than Level 1) and state its position on the grievance if the employee so desires. Those

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grievances reduced to writing and resolved without Local 51 representation shall be documented and forwarded to Local 51 within ten (10) working days.

7.3 The following definitions shall apply for the purposes of this Agreement:

1. GRIEVANCE shall mean a complaint by an employee that the Town has interpreted and applied a term or terms of this Agreement in violation of the specific term or terms.
2. AGGRIEVED EMPLOYEE shall mean the employee making the complaint.
3. TOWN shall mean the Board of Selectmen.
4. WORKING DAYS for the purposes of this Article only shall mean Monday through Friday, exclusive of legal holidays.

7.4 A matter which is not specifically covered by this Agreement, or which is reserved by laws so long as same is not in conflict with any provision of this Agreement is not subject to the arbitration procedure. Only grievances as defined above may be arbitrated under the provisions of Article 8.

7.5 Local 51, when requested by an employee, may assist him or her in processing a grievance. In so assisting the employee, Local 51 shall be given the opportunity to discuss the matter with the employee and any other employees who may have information bearing on the matter, prior to presenting the grievance. Local 51, will be notified of the scheduled time and duration of this procedure, which shall not interfere with departmental business.

7.6 Grievance Procedure.

1. Level 1- Oral (supervisor): The aggrieved police employee shall first present the grievance to a Sergeant within five (5) working days of the day the aggrieved employee knew, or should have known, of the event, or events, on which the grievance is based. The aggrieved dispatch employee shall first present the grievance to the Dispatch Supervisor within five (5) working days of the day the aggrieved employee became aware of, or should have known, of the event, or events, on which the grievance is based. The Sergeant or Dispatch Supervisor shall respond to the aggrieved employee within five (5) working days of the presentation of the grievance. Both the grievance and the response to it may be oral.

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2. Level 2 – Written (Police Chief): If the grievance is not resolved to the satisfaction of the aggrieved employee by the Sergeant or Dispatch Supervisor, then within five (5) working days, it shall be reduced to writing, signed by the employee, and forwarded to the Police Chief. The Police Chief shall schedule and meet with the aggrieved employee within eight (8) working days. The Police Chief shall then respond within seven (7) working days of said meeting.
3. Level 3 – Written (Town Administrator): If the grievance is not resolved to the satisfaction of the aggrieved employee by Level 2, then the aggrieved employee may submit a written grievance to the Town Administrator, a/k/a Business Administrator, within five (5) working days of the response from the Police Chief. The Town Administrator shall schedule and meet with the aggrieved employee within eight (8) working days. The Town Administrator shall then respond within seven (7) working days of said meeting.
4. Level 4 - Written (Board of Selectmen): If the grievance is not resolved to the satisfaction of the aggrieved employee by Level 3, then the aggrieved employee may submit a written grievance to the Board of Selectmen. The Board of Selectmen shall schedule and meet with the aggrieved employee within fourteen (14) working days. The Board of Selectmen shall then respond within fourteen (14) days of the meeting with a written decision.

7.7 If at any step/level of the Grievance Procedure a written response is not rendered within the time frame set forth, then the grievance shall proceed to the next step. Time frames set forth in this article may be extended by mutual agreement between the parties.

ARTICLE 8 – ARBITRATION

8.1 If the grievance has not been resolved to the satisfaction of the aggrieved employee, Local 51 may, by giving written notice to the Board of Selectmen within ten (10) days after the date of the written decision of the Board of Selectmen referred to in Level 4, submit the grievance to arbitration. Such notice shall be addressed in writing to the Board of Selectmen.

8.2 In the even that Local 51 elects to proceed to arbitration, the Board or its designee and Local 51 will endeavor to agree upon a mutually acceptable arbitrator and obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain a commitment to serve, the grievance shall be referred to the NH Public Employees

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Labor Relations Board (PELRB) by Local 51 no later than twenty (20) days after the receipt of the notice of submission to arbitration referred to in Subsection 8.1 above. In such event, the arbitrator shall be selected in accordance with the Rules of the PELRB, then applicable to voluntary labor arbitration.

8.3 Arbitration shall be held at a mutually agreeable location within the Town of Hillsborough.

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

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

The arbitrator may, or may not, make his award retroactive to the initial filing date of the grievance as the equities of the case may require in the judgment of the arbitrator.

8.6 Each grievance shall be separately processed to an arbitration proceeding unless the parties agree otherwise.

8.7 The arbitrator shall furnish a written opinion specifying the reasons for his decision. The decision of the arbitrator, if within the scope of his or her authority and power within this Agreement, shall be final and binding upon Local 51 and the Town and the aggrieved employee who initiated the grievance.

ARTICLE 9 – RESIDENCY

Police officers covered by this Agreement shall live within a 30 mile radius of the police station. New hires shall comply with this requirement at the end of their probationary period.

ARTICLE 10 – REDUCTION IN FORCE

10.1 Should there be a reduction of police officers covered by this Agreement, the police officer with least seniority, regardless of rank, shall be laid off first and rehired in the inverse

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order of layoff in accordance with the following procedures. Should there be a reduction in full-time dispatchers covered by this Agreement, the full-time dispatcher with the least seniority shall be laid off first.

10.2 Notices of recall to work after layoff shall be sent by certified mail or delivered in hand to the senior most employee's last known address as shown on town records. The recall notice shall state the time and date on which the employee is to report back to work. A recalled employee shall be given at least ten (10) calendar days notice, excluding Saturday and Sundays, to report to work.

10.3 In the event a recall is necessary on fewer than ten (10) days notice, the Town may call upon the laid off senior most employees, either personally or by telephone, until an employee, who is qualified and able to return to work immediately, is located. In such case, the senior most employee able to return to work immediately will be given a temporary assignment not to exceed then (10) days, and employees who are otherwise qualified to perform the work but were passed over because of their inability to return to work immediately will be given notice to report for work at the end of said ten (10) day period.

10.4 Qualified employees who have been given notices to report for work shall, unless confined due to proven illness or injury, make themselves available for such work assignment no later than the end of said ten day period after notice has been given or they shall forfeit such seniority status as they have accrued with the Town.

10.5 No new employee shall be hired until all employees who have been laid off for twelve (12) months or less have been given the opportunity to return to work.

10.6 For the purposes of this Agreement, seniority shall be defined as the length of continuous employment by the Town of Hillsborough Police Department. Unpaid leaves of absence shall not be counted towards the compilation of seniority, except for military service.

ARTICLE 11 – HOURS OF WORK/ATTENDANCE

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

11.2 Scheduling and length of shifts are reserved solely to the Police Chief as required for the efficient operation of the Police Department. It shall be the sole responsibility of the Police Chief, or his or her designee, to assign shifts and hours of work in the Police Department.

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11.3 All employees shall be allowed to exchange shifts (hours) or days of work as is the current practice within the Police Department providing that no extra monetary costs are incurred by the Town. All employees entering into any exchanges must notify their supervisor or the supervisor's designee. Exchanges are subject to the supervisor's or designee's approval.

11.4 If there should be a long term temporary or permanent change to the schedule that impacts more than one employee, the department will be notified at least 30 days in advance. During that 30 day period the officers/dispatchers may request a meeting with the Chief to discuss the changes. Unless it is an emergency situation, the meeting shall be held before the changes take effect.

ARTICLE 12 - OVERTIME

12.1 Overtime shall be paid to any employee covered by this Agreement who works or is required to work more than forty (40) hours, in the Police Department in a given work-week. This would include scheduled schooling/training outside scheduled working hours. Said compensation shall be at the rate of one and one half (1 ½) times the employee's regular hourly rate for the extra time actually worked, to the next half-hour.

12.2 Full-time regular employees required to attend court or administrative hearings as part of their job shall be paid 4 hours minimum of overtime if said attendance falls outside their regular work shift. Court witness and mileage fees for attendance at court, whether during a work shift or outside of a work shift, shall be turned into the Town

12.3 An employee called in on overtime shall receive a minimum of 4 hours overtime pay.

ARTICLE 13 - HOLIDAYS

13.1 The following days shall be considered holidays: New Years Day, Martin Luther King Day, Washington's Birthday, Memorial Day, Fourth of July, Labor Day, Columbus Day, Election Day (Presidential elections only), Veterans Day, Thanksgiving, and Christmas Day.

13.2 All fulltime employees shall receive 8 hours pay for each of the above holidays. An employee who is scheduled to work on a holiday and ordered to stay home shall receive 10 hours pay.

13.3 An employee who actually works on a holiday shall be paid at his or her regular rate of pay for the hours worked times one and one half (1½).

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13.4 Permanent part time and part-time employees who work on a holiday shall receive 1.5 times their regular rate of pay for the hours actually worked.

13.5 Full-time and permanent part-time employees will be granted two (2) optional leave days per year, which shall not be accrued.

ARTICLE 14 – LEAVE

Employees of the Police Department shall be entitled to leave as provided by Article 8 of the Town's Personnel Rules and Procedures in effect as of the effective date of this Agreement, with the following exceptions concerning annual leave:

14.1 Full time and permanent part-time employees with ten (10) years or more of service shall receive twenty (20) days of annual leave.

14.2 Annual leave may be accrued to a maximum of 34 days.

ARTICLE 15 – UNION BUSINESS LEAVE

15.1 The officers and representative of Local 51 of the N.E.P.B.A. are as follows: President; Vice-President; Secretary/Treasurer.

15.2 An officer or representative of Local 51 shall be allowed time off for negotiations without loss of wages and/or benefits. This shall also apply to attendance ant any hearing before the Public Employees Labor Relations Board (PELRB) or other related bodies for business relative to this agreement.

15.3 The President of the Union shall keep the Town and the Chief of Police informed of any changes in the roster of officers and representatives of Local 51.

15.4 The President, Vice-President and Secretary/Treasurer shall be granted two (2) days of leave per year without pay to attend training classes to further management-employee relations. Such leave shall be granted upon reasonable notice to the Chief of Police.

15.5 Up to two (2) union officers shall be granted up to three (3) days leave without pay to attend the Quad-Annual Convention of the New England Police Benevolent Association. The Police Chief shall be provided reasonable notice (at least one month) in advance of the dates of the convention and of who will be attending.

15.6 It is understood that time spent by officers of Local 51 on Union related matters while off duty is non-compensable. With prior approval from the Chief of Police or his

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designee, an officer or representative from the Local may process a matter through the grievance procedure while on duty.

15.7 The Union shall be permitted to meet at the Hillsborough Police Station to conduct business matters so long as the meetings are scheduled ahead of time and do not disrupt the regular functions of the Police Department. The Chief of Police shall be notified in writing of these meetings.

ARTICLE 16 – COLLECTIVE BARGAINING MEETINGS

No more than two (2) representatives and one (1) alternate from the Union shall be designated to attend collective bargaining meetings with the Town. The designated representatives from the Union shall be given the opportunity to meet with the Town or its representatives during working hours with or without pay depending upon their work schedule that day. Unless mutually agreed upon, all meetings between the Union and the Town shall be during normal business hours.

ARTICLE 17 – BENEFITS

17.1 Health Insurance. The Town will continue to provide fulltime employees the Health Insurance Plans provided as of the effective date of this agreement, which are:

- Matthew Thornton Blue 101IPDED one person, two person or family plan, as provided by the NH LGC Health Trust; or
- The Blue Choice BC3T10 one person, two person or family plan, as provided by the NH LGC Health Trust.

17.1.1 Effective July 1, 2012, the Town shall pay 95% of the premium of the Matthew Thornton Blue 101IPDED plan for current fulltime employees enrolled in either of these plans. Employees who elect the Matthew Thornton 101IPDED plan shall pay the remaining 5% by payroll deduction. Employees who elect the Blue Choice BC#T10 plan shall pay the difference between the premium for the Blue Choice plan and 95% of the premium of the Matthew Thornton Blue 101IPDED plan through payroll deduction.

17.1.2 Effective July 1, 2013, the Town shall pay 93% of the premium of the Matthew Thornton Blue 101IPDED plan for current fulltime employees enrolled in either of these plans. Employees who elect the Matthew Thornton 101IPDED plan shall pay the remaining 7% by payroll deduction. Employees who elect the Blue Choice BC#T10 plan shall pay the difference

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between the premium for the Blue Choice plan and 93% of the premium of the Matthew Thornton Blue 101IPDED plan through payroll deduction.

17.1.3 Effective July 1, 2014, the Town shall pay 91% of the premium of the Matthew Thornton Blue 101IPDED plan for current fulltime employees enrolled in either of these plans. Employees who elect the Matthew Thornton 101IPDED plan shall pay the remaining 9% by payroll deduction. Employees who elect the Blue Choice BC#T10 plan shall pay the difference between the premium for the Blue Choice plan and 91% of the premium of the Matthew Thornton Blue 101IPDED plan through payroll deduction.

17.1.4 For fulltime employees hired after April 1, 2012, the Town shall pay 87% of the premium of the Matthew Thornton Blue 101IPDED plan for fulltime employees enrolled in either of these plans. Employees who elect the Matthew Thornton 101IPDED plan shall pay the remaining 13% by payroll deduction. Employees who elect the Blue Choice BC#T10 plan shall pay the difference between the premium for the Blue Choice plan and 87% of the premium of the Matthew Thornton Blue 101IPDED plan through payroll deduction.

17.1.5 Fulltime employees may opt out of receiving the health insurance benefit and receive an annual payment of \$3750 in June 2012, with proof of satisfactory alternate insurance. In June 2013 and thereafter this payment shall be \$1500.

17.1.6 Subject to 60 days notice, the Town has the right to change health insurance plans so long as the benefit and employee co-pay are comparable to those of this Agreement.

17.1.7 Negotiations of this Agreement shall be re-opened relative to the provisions of this Article 17 if the Town wants to propose a different health insurance plan to the employees covered by this Agreement.

17.1.8 Health insurance will be available to all permanent part-time employees after 90 days of employment provided the employee pays 100% of the premium through payroll deduction.

17.2 Dental Insurance. The Town will continue to provide fulltime employees with the current dental insurance plan, which is the Delta Dental Option 3 Plan. Subject to 60 days notice, the Town has the right to change the dental insurance plan so long as the benefits are comparable to the Delta Dental Option 3 Plan.

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17.3 Long Term Disability Insurance. The Town shall enroll all full time employees of the Police Department in a Long Term Disability Plan to take effect 90 days after the initial disability.

17.4 Life/AD&D Insurance. The Town shall enroll all full time employees of the Police Department in a group Life an Accidental Death and Accidental Disability Insurance Plan with \$50,000 of coverage.

17.5 Retirement. The Town will make contributions required by state law to the NH Retirement System for employees participating in the NH Retirement System. For fulltime employees participating in the ICMARC 401 Retirement Program the Town will match the employee's contribution up to 5%.

ARTICLE 18 - WAGES

18.1 Police Department employees covered by this Agreement shall be paid hourly wages per the following Table of Hourly Wages.

<u>Position</u>	<u>Start</u>	<u>Table of Hourly Wages</u>			
		<u>2 Years</u>	<u>4 Years</u>	<u>6 Years</u>	<u>8 Years</u>
Police Officer	\$ 19.16	20.90	22.63	24.38	26.14
FT Dispatcher	\$ 14.38	15.48	16.60	17.70	18.79
PT Dispatcher	\$ 12.82	13.89	14.96	16.02	17.20

18.2 The Town reserves the right to place an experienced new hire in the appropriate year of the Table of Hours and Wages.

18.3 Effective the first pay period ending after July 1, 2012 the wages as set forth in Section 18.1 shall be increased: 2.2% for police officers and 2.5% for FT and PT Dispatchers.

<u>Position</u>	<u>Start</u>	<u>Table of Hourly Wages</u>			
		<u>2 Years</u>	<u>4 Years</u>	<u>6 Years</u>	<u>8 Years</u>
Police Officer	\$ 19.58	21.36	23.13	24.92	26.72
FT Dispatcher	\$ 14.71	15.87	17.02	18.14	19.26
PT Dispatcher	\$ 13.14	14.23	15.33	16.42	17.63

18.4 Effective the first pay period ending after July 1, 2013 the wages as set forth in Section 18.3 shall be increased an additional: 2.2% for police officers and 2.5% for FT and PT Dispatchers.

<u>Table of Hourly Wages</u>					
<u>Position</u>	<u>Start</u>	<u>2 Years</u>	<u>4 Years</u>	<u>6 Years</u>	<u>8 Years</u>
Police Officer	\$ 20.01	21.83	23.64	25.47	27.31
FT Dispatcher	\$ 15.11	16.27	17.45	18.59	19.74
PT Dispatcher	\$ 13.47	14.59	15.71	16.83	18.07

18.5 Effective the first pay period ending after July 1, 2014 the wages as set forth in Section 18.4 shall be increased an additional: 2.0% for police officers and 2.2% for FT and PT Dispatchers.

<u>Table of Hourly Wages</u>					
<u>Position</u>	<u>Start</u>	<u>2 Years</u>	<u>4 Years</u>	<u>6 Years</u>	<u>8 Years</u>
Police Officer	\$ 20.41	22.27	24.11	25.98	27.86
FT Dispatcher	\$ 15.44	16.63	17.83	19.00	20.17
PT Dispatcher	\$ 13.77	14.91	16.06	17.20	18.46

ARTICLE 19 – LONGEVITY

After January 1, 2013, an employee who has been employed 10 years by the town shall receive an annual longevity stipend of \$500. The longevity stipend shall be paid in weekly increments beginning with the first pay period after the 10th anniversary of the employee's date of hire or the first pay period after January 1, 2013, whichever is later.

ARTICLE 20 – EDUCATION RECOGNITION

Beginning December 1, 2013, employees shall be paid the following stipends in recognition of the value to the Town of their education. This annual stipend shall be paid in the first pay period ending after December 1 of each year.

Associates Degree = \$200.
 Bachelors Degree = \$500
 Masters Degree = \$700.

This stipend is not cumulative. For example, the stipend for a Masters Degree is \$700, not \$1400.

ARTICLE 21 – FIELD TRAINING OFFICER DUTY

An officer assigned to Field Training Officer (FTO) duty shall be paid \$25 per each day they are assigned FTO duties for the added duties and responsibilities of said assignment.

ARTICLE 22 – UNIFORMS

Uniforms will be provided to police department employees in accordance with the existing practices and policies. The following uniform maintenance allowance shall be paid annually: Police Officer - \$500.

ARTICLE 23 – DISCIPLINE

23.1 The Disciplinary System in the Police Department shall be a progressive system as established and posted by the Chief of Police. Nothing contained in this Agreement shall in any way limit the Town from dismissing any employee for just cause pursuant to the disciplinary actions and procedures provided for herein. Articles 5 and 6 of the Town's Personnel Rules and Practices is pre-empted by this Article 23.

23.2 Warnings, reprimands and relief from duty are subject to the grievance procedures of Article 7.

ARTICLE 24 - GENERAL

24.1 Local 51 recognizes the prerogatives of the Town to operate and manage its affairs in all respects, except as specifically covered by this Agreement. As to every matter not expressly covered by this Agreement and except as expressly or directly modified by clear language and a specific provision of this Agreement, the Town retains, exclusively to itself, all rights and powers that it has, or may hereinafter be granted by law, as shall exercise the same without such exercise being made subject of grievance or arbitration.

24.2 The parties acknowledge that during negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that the

understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Town and Local 51, for the life of this Agreement, each voluntarily and unqualifiedly, waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement.

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

24.4 The Town and Local 51 herein agree that this document represents the entire agreement between the parties and that no other agreement, understanding or past practice exists, except as is specifically enunciated in this Agreement.

24.5 Notwithstanding any other provisions of this Agreement, any written grievance resolved at a grievance level below that of the Board of Selectmen (Level 4) shall be specifically subject to their review.

24.6 If any article, section or term of this Agreement shall be held invalid by operation of law or by any government agency or tribunal or court of competent jurisdiction, the remainder of the Agreement shall be construed as remaining in full force and effect. In the event that any article, section or term of this Agreement is held invalid or without force of law, the parties herein agree to enter into negotiation, upon the written request of either party for the purpose of arriving at a mutually satisfactory replacement for said article, section or term.

24.7 The Town and Local 51 hereby reaffirm and maintain the policy of nondiscrimination against any person because of sex, race, creed, national origin, martial status or participation in activities of Local 51, and agree to abide by the provisions of RSA Chapter 273-A, and particularly RSA 273-A:5 which enumerates unfair labor practices.

24.8 The articles of this Agreement govern over the all provisions of similar articles in the Town's Personnel Rules and Regulations.

ARTICLE 25 – DURATION

25.1 This Agreement shall be for a term of three (3) years. It shall be in full force and effect from 00:01 April 1, 2012 until 23:59 March 31, 2015.

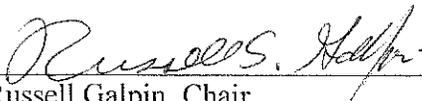
25.2 If a successor agreement has not been negotiated and approved by March 31, 2015, the terms of this agreement shall remaining effect in accordance with the *status quo doctrine* as established by New Hampshire law, which does not include continuation of the Step Plans of Article 18.

25.3 The parties understand and agree that the cost items included in this Agreement must be approved by the Hillsborough Town Meeting. This Agreement shall be null and void if the cost items are not approved by the March 13, 2012 Annual Town Meeting.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED THIS 31 DAY OF JANUARY, 2012.

TOWN OF HILLSBOROUGH
BOARD OF SELECTMEN

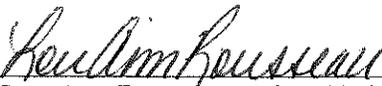
N.E.P.B.A. LOCAL 51



Russell Galpin, Chair

 01/30/12

Officer Derek Brown, President



Lou Ann Rousseau, Vice-Chair



Steven Venezia, Selectman

APPENDIX A

Article 8. Leave

SECTION ANALYSIS

1. Annual Leave
2. Sick Leave
3. Injury Leave
4. Maternity Leave
5. Leave of Absence
6. Military Leave
7. Civil Leave
8. Absence Without Leave
9. Procedures in Requesting Leave
10. Waiver of Workmen's Compensation Rights
11. Leave Accrued Prior to Regulations
12. Bereavement Leave

1. Annual Leave

1a. All full-time and permanent part-time employees with at least one but less than five (5) years of service will be entitled to ten (10) days of paid annual leave. All qualified employees with five (5) or more years service will be entitled to fifteen (15) days of paid annual leave. All qualified employees with fifteen (15) or more years of service will be entitled to twenty (20) day of paid annual leave. The number of hours earned for each scheduled vacation day off shall be proportional to the base schedule of each employee. All days will be calculated as defined in Article 2.

1b. More than five (5) days in a non-pay status during any single calendar month will constitute the loss of a month worked for annual leave credit purposes. Non-pay status will mean an employee being absent from work without approved leave. Annual leave may be taken at any time subject to approval by the department head.

1c. Annual leave may be accrued to a maximum of thirty (30) days, as defined in Article 2. No accrued leave can be paid in lieu of taking days off.

1d. If a full-time or permanent part-time employee, while in the Town's service, dies and there is remaining to his/her credit days of annual leave, it will be payable to the following classes in the following order of priority:

- (1) A named beneficiary whose name has been filed by said employee with the head of the department in which he is employed, and has been placed in the employee's personnel file.
- (2) When not having so filed a named beneficiary, to his or her spouse.

(3) Or not having a named beneficiary or not being survived by a spouse, to the estate of the deceased.

1e. If a full-time or permanent part-time employee retires or resigns from the service of the Town or is otherwise discontinued there from except for cause, he will be entitled to receive in a lump sum payment all accumulated annual leave.

1f. If a paid holiday occurs during the vacation period, the employee will be entitled to an additional day's vacation, as defined in Article 2, to compensate for the holiday.

1g. Annual leave will be computed as of the employee's anniversary month of hire.

2. Sick Leave

2a. All full-time, probationary and permanent part-time employees of the Town will be entitled to one (1) day's sick leave, as defined in Article 2, for each calendar month worked. More than five (5) days in a non-pay status during any single calendar month will constitute the loss of a month worked for sick leave purposes.

2b. All Town employees may accumulate a maximum of ninety (90) days sick leave, as defined in Article 2.

2c. Sick leave will be allowed only in case of necessity and actual sickness and disability of the employee.

2d. To receive compensation while on sick leave, an employee must notify his or her department head prior to the time set for the beginning of his or her regular duties.

2e. Proof of illness may be required by a department head. Absence of more than three (3) days may require proof of care by a physician be substantiated or a statement by a physician certifying that the employee is fit to return to work.

2f. Sick leave will not be payable to any employee who is injured while in the employ of an outside employer.

2g. Accumulated sick leave will not be paid on termination of employment for any reason.

2h. All employees entitled to sick leave may take three (3) personal days, as defined in Article 2, per year which are subtracted from their accumulated sick time.

3. Injury Leave

3a. Definition. Injury arising out of and in the course of his or her employment with the Town of Hillsborough.

3b. Payment

(1) Employees of the Town of Hillsborough are covered by workmen's compensation insurance.

(2) In the case of such injuries, providing that the employee will have accumulated sick leave to his or her credit, the sum paid by the insurance company will be so supplemented that the employee will receive his or her average weekly wage until such time as the amount due said employee for accumulated sick leave will have been exhausted. Any amount paid under this provision will not reduce the amount to be paid under workmen's compensation schedule by the workmen's compensation carrier.

(3) At the election of the employee, upon the exhaustion of all accumulated sick leave due said employee, compensation due from accumulated annual leave may be paid to the employee in the manner and under the same conditions as apply to the payment of accumulated sick leave.

(4) The total amount of the supplemental payments will in no case exceed the amount of the employee's Accumulated sick leave and annual leave.

(5) In no case will be the total of workmen's compensation payments plus the supplemental payments charged to sick and/or annual leave be greater than the employee's regular average wage.

4. Maternity Leave. Disability related to pregnancy will be treated as any other sickness or disability in accordance with Federal Statute. Such absence may be treated as sick leave, annual leave, leave without pay or a combination of the three. The Board of Selectmen may also grant a leave of absence for a period needed to make arrangements for the care of the child. Such absence may be treated as annual leave or leave without pay. Upon return from leave for maternity reasons, an employee will be reinstated to her previous position or its equivalent and retain the same status, rights, and benefits earned prior to taking such leave. Any employee who desires a leave of absence for childbirth must apply in writing to the Board of Selectmen for such leave at least one (1) month prior to expectancy.

5. Leave of Absence

5a. With Pay. Leave of absence may be granted by the Board of Selectmen to permit an employee to attend professional meetings or conferences in the interest of the Town, or for other mutually agreeable reasons.

5b. Without Pay. Leave without pay may be granted by the Board of Selectmen when requested by an employee when such leave is deemed to be justified. Such leave may be granted where, due to extended illness, accumulated sick leave and annual leave have been used or for the extension of vacation time where circumstances will permit. The Board of Selectmen may also grant leave without pay for such purposes and under such conditions as they deem necessary in the best interest of the Town.

5c. Personal Days. Any full time or permanent part time employee of the Town of Hillsborough will have three (3) personal days per calendar year, as defined in Article 2,

provided such employee has at least three (3) sick days accrued. Requests may be made for the following reasons:

- (1) Home emergencies.
- (2) Illness of a member of the employee's immediate family requiring the personal care of the member by the employee.
- (3) Court appearance.
- (4) Major religious obligation.
- (5) Business matters requiring immediate attention.

Requests for personal days must be (with the exception of emergencies) submitted twenty-four (24) hours prior to the regularly scheduled start of the shift from which the employee is requesting leave. Personal days will be paid at the employee's regular rate and may be as time worked for all employee benefits. A personal day may not be taken to extend any holiday or vacation time. Personal leave is deducted from accrued sick leave. If an employee has no accrued sick leave then a personal day cannot be granted.

6. Military Leave. Any full time or permanent part time employee within the classified system of the Town of Hillsborough who is a member of any reserve component of the Armed Forces of the United States or of this state will upon request be entitled to no more than fifteen (15) consecutive calendar days leave of absence in any twelve (12) month period, for the purpose of engaging in military drill, training, or other temporary duty under military or naval authority. While on military leave such employee's military base pay will be supplemented by the Town to such amount so that the employee will receive his or her average weekly wage. This provision will not be considered his or her annual leave.

7. Civil Leave. Any full time or permanent part time employee will be given time off without loss of pay or annual leave when performing civil leave, when called for jury duty, subpoenaed to appear before court, public body or commission. While on civil leave said employee's civil compensation will be supplemented by the Town to such amount so that the employee will receive his or her average weekly wage. This section will not include police officers when appearing in their capacity as a police officer.

8. Absence Without Leave

8a. Definition. An absence of an employee from duty, including any absence for a single day or part of a day, that is not authorized by a specific grant of leave of absence under the provision of these rules, will be deemed an absence without leave.

8b. Disciplinary Action. Any such absence will be without pay, and may be subject for disciplinary actions. In the absence of such disciplinary action, any employee who absents himself for three (3) consecutive days without leave will be deemed to have resigned. Such action may be reconciled by a subsequent grant of leave if the conditions warrant.

9. Procedures in Requesting Leave

9a. All requests for leave must be submitted to the employees department head for approval.

9b. Upon notification in writing of the leave granted the employee, the Selectmen's office will determine the amount of leave remaining after the employee has taken the requested leave. This will be forwarded to the employee and the department head concerned.

10. Waiver of Workmen's Compensation Rights. In the event an employee entitled to sick leave benefits herein, or benefits under workmen's compensation act policies, elects to waive his or her rights under the compensation act, and institutes legal action against the Town of Hillsborough at common law, the sick leave benefits set forth herein will not become payable until final disposition of said legal action, and if said employee obtains judgment against the Town of Hillsborough, in the prosecution of said legal action, the total amount payable as sick leave benefit will be deducted from said judgment, provided, however if said judgment is less than the sick leave benefit, so much more than the judgment will be paid to the employee to make his or her total amount, including his or her judgment and sick leave payment, and total of the sick leave benefit he would have received had he not instituted said legal action.

11. Leave Accrued Prior to Regulations. All leave accrued prior to the adoption of the rules and regulations will in no way be affected by these rules and regulation.

12. Bereavement Leave

In the event of the death of an employee's immediate family, the Town will provide up to three days off. Full-time employees will be paid at their regular rate of pay on the days taken. Part-time and temporary employees will take the time without pay. "Immediate family" includes spouse or domestic partner, children, step children, parents, brothers, sisters, step parents, step brothers, step sisters, mother-in-law, father-in-law, grandparents, and grandchildren of the employee.

Additional unpaid time off due to bereavement may be granted for a specific and limited period of time with the approval of the Department Head and the Town Administrator. The employee must demonstrate the need for additional bereavement leave.

In the event that an employee is on paid leave at the time of death of the relative, the employee may replace such paid leave with bereavement leave. Paid bereavement leave does not count toward the calculation of overtime pay.

(Adopted 09/09/2008)

APPENDIX B

3. Compensatory Time

3a. Those employees whose positions are determined to be executive, administrative or professional, and are not covered by the Fair Labor Standards Act requirement for overtime pay for hours worked in excess of forty (40) hours per week, are not eligible for compensatory time. All other employees will have the option of being compensated for overtime hours worked by receiving compensatory time or money. Compensatory time will be compensated at a one and one-half rate after forty (40) hours of work; therefore, one and one-half hours off will be granted for each hour of overtime worked.

3b. State holidays, for police and dispatch only, and compensatory time off, for all employees, are not to be included when calculating the total number of hours worked to determine the number of hours for which overtime compensation is due.

3c. The maximum accrual of compensatory time effective July 1, 2000 is eighty (80) hours for all employees as of that date.

3d. Compensatory time is to be used within a reasonable period of time in a manner that is not disruptive to the department. To request compensatory time off the employee will fill out a leave request in the usual manner for requesting other time off.

3e. The employee may carry up to forty (40) hours of unused compensatory time into the next calendar year. Any compensatory time exceeding forty (40) hours at the end of the calendar year will be paid at the regular hourly rate received by the employee at that time. If the employee intends to be paid for all his/her accrued compensatory time, then the employee needs to notify the Town of his/her decision by December 1.

3f. Compensatory time that remains unused at the time of termination from the service of the Town will be paid at the regular hourly rate being received by the employee at the time of termination of services.

3g. Each department, as well as the Town Payroll Clerk, will maintain records concerning compensatory time. Reconciliation of compensatory time accruals between Departments and the Town Payroll Clerk will occur monthly. (Effective June 14, 2000)

4. Attendance & Leave. Employees will be in attendance at their work in accordance with these rules and departmental regulations. All departments will keep daily attendance records of employees which must be submitted to the Town Payroll Clerk on the first business day of each week.