

PELRB

AGREEMENT BETWEEN
THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS
AND
THE TOWN OF NORTH HAMPTON
JULY 1, 2009 TO JUNE 30, 2010

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PREAMBLE

This agreement entered into by the Town of North Hampton, hereinafter referred to as the Town, and Local No. 633 of the International Brotherhood of Teamsters, hereinafter referred to as the Union.

It is the purpose of this agreement to achieve and maintain harmonious relations between the Town and the Union, to provide for equitable and peaceful adjustment of differences, which may arise, and to establish standards of wages, hours, and other conditions of employment.

RECOGNITION

The Town recognizes the Union as the sole and exclusive bargaining agent, for the purposes of establishing wages, hours, and conditions of employment, for all full-time employees in the following classifications as certified by the PELRB in Case No. M-0646:

Unit: Sergeants, Police Officers, the Working Foreman, and Drivers and Laborers in the Highway Department

Excluded from this Agreement are the positions of: Police Chief, Fire Chief, Administrative Assistant, Lieutenant, Secretary, Special Officers, Director of Public Works, and Building Inspector/Health Officer.

The classifications or job titles used above are for descriptive purposes only. Their use is neither an indication nor a guarantee that these classifications or titles will continue to be utilized by the Town.

ARTICLE I

MANAGEMENT RIGHTS

Section 1. Except as otherwise expressly and specifically limited by this Agreement, the Employer retains all its customary, usual and exclusive rights, decision-making, prerogatives, functions, and authority connected with or in any way incidental to its responsibility to manage affairs of the Employer or any part of the Employer. The rights of employees in the bargaining unit and the Union hereunder are limited to those specifically set forth in this Agreement, and the Employer retains all prerogatives, functions, and rights not specifically limited by the terms of this Agreement. The Employer shall have no obligation to negotiate with the Union with respect to any such subjects or the exercise of its discretion and decision-making with regard thereto, any subjects covered by the terms of this Agreement and closed to further negotiations for the terms hereof, and any subject which was or might have been raised in the course of collective bargaining, but is closed for the term hereof

Section 2. Without limitation, but by way of illustration, the exclusive prerogatives, functions, and rights of the Employer shall include the following.

1. To direct and supervise all operations, functions and policies of the Employer in which the employees in the bargaining unit are employed.
2. To close or liquidate an office, branch, operation, facility, or combination of facilities, or to relocate, reorganize, or combine the work of divisions, offices, branches, operations, or facilities for budgetary or other reasons.
3. To determine the need for a reduction or an increase in the work force and the implementation of any decision with regards thereto.
4. 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 Employer will retain broad authority to fulfill and implement its responsibilities and may do so by oral and written work rule, existing or future.
5. To implement now, and to revise or discharge, wholly or in part, old methods, procedures, materials, equipment, facilities, and standards.
6. To assign and distribute work.
7. To assign shifts, workdays, hours of work, and work locations.
8. To determine the need for and the qualifications of new employees, transfers, and promotions.

9. To discipline, suspend, demote or discharge any employee.
10. To determine the need for additional educational course training programs, on-the-job training and cross training, and to assign employees to such duties for periods to be determined by the Employer.

Section 3. The exercise of any management prerogative, function, or right which is not specifically modified by this Agreement is not subject to the grievance procedure, to arbitration, or as set forth above, to bargaining during the term of this Agreement.

ARTICLE II

NO STRIKES

- Section 1.** 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 of North Hampton.
- Section 2.** 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 Section 1 of the above.
- Section 3.** In the event of a work stoppage, picketing, or any other curtailment by the Union or the employees covered hereunder, the Union, by its officers and agents, shall immediately declare such work stoppages, picketing or other curtailment to be illegal and unauthorized in writing to the employees, and order said employees in writing to stop the said conduct and return to work. Copies of such written notices shall be immediately furnished to the Town; The Union shall do everything in its power to obtain the return to work from said employees.
- Section 4.** In the event of any activity referred to in Section 1 above, employee(s) participating in same shall be subject to disciplinary action, up to and including immediate dismissal.
- Section 5.** In no event will the Town conduct a lockout.

ARTICLE III

NON-DISCRIMINATION

Neither the Town nor the Union shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws because of race, creed, color, national origin, age, sex or physical handicap, except as any of these factors may be bona fide occupational qualifications.

ARTICLE IV

EMPLOYEE RIGHTS

Neither the Town nor the Union shall interfere with the rights of the employees covered by this Agreement to become or not become members of the Union, and there shall be no discrimination against any such employees because of lawful Union membership or non-membership activity status.

ARTICLE V

DUES DEDUCTION

Upon receipt of any individually written authorization by a Union member covered by this Agreement and approved by the authorized officer of the Union, the Town agrees to deduct from the pay of each Union member so authorized the current Union dues as certified to the Town by the Treasurer of the Union. Said deduction shall be made the first pay period in each month provided, however that if any employee has no check coming to him/her, or if the check is not large enough to satisfy the deduction, then in that event, no collection will be made from said employee for that month. Once each month, the Town shall send the amount so deducted to the Treasurer of the Union, along with a list of the employees from whom the dues have been withheld and the dates of the pay periods involved. In no case will the Town attempt to collect fines or assessments for the Union beyond the regular dues. Should there be a dispute between an employee and the Union over the matter of dues deduction, the Union agrees to defend and hold the Town harmless in any such dispute.

ARTICLE VI

WORK RULES

- Section 1.** The Town may prepare issue and enforce rules and safety regulations necessary for safe, orderly and efficient operation, which are not inconsistent with this Agreement.
- Section 2.** The Town shall have the right to make regulations for the safety and health of its employees during their hours of employment. Employees shall comply with all safety rules and regulations established by the Town.

ARTICLE VII
DISCIPLINARY PROCEDURES

Disciplinary action will be for just cause and will normally be taken in the following order:

- (a) Verbal Warning
- (b) Written Warning
- (c) Suspension without Pay
- (d) Discharge

However, the above sequence need not be followed if an infraction is sufficiently severe to merit immediate suspension or discharge. Additionally, the Town reserves the right to take disciplinary action in a manner consistent with the efficiency of operations and appropriate to the infraction involved. An employee will be tendered a copy of any warning, reprimand, suspension or disciplinary layoff entered into his/her personnel record, within three days of the action taken. In imposing discipline on a current charge, the Town will not take into account any prior discipline, which occurred more than two years previously.

ARTICLE VIII

GRIEVANCE PROCEDURE

Section 1. A grievance is defined as an alleged violation, misinterpretation, or misapplication of any provisions of this Agreement.

Section 2. A grievance to be considered under this procedure must be initiated in writing by the employee within ten (10) calendar days of its occurrence or from the time the employee knew or should have known of its occurrence. The following matters are excluded from the Grievance Procedure:

- (a) Any matter for which a specific method of review is prescribed by law.
- (b) Any matter which, according to law, is beyond the scope of the authority of the Town or limited to the unilateral action of the Town alone.
- (c) Any grievance for which the grievant(s) or organization representing such grievant(s) has not in writing waived the right, if any, to submit the grievance to any other administrative or judicial tribunal.

Section 3. Any and all time limits specified in the grievance procedure may be waived by mutual agreement of the parties. Failure by the employee to submit the grievance in accordance with these time limits without such waiver shall constitute an abandonment of the grievance. Failure by the employer to submit a reply within the specified time limits shall constitute a separate contract violation.

Section 4. No reprisals of any kind will be taken by the Town or employees against any party in interest or other participant in the grievance procedure.

Section 5. An individual member of the bargaining unit may present an oral grievance to his/her employer without the intervention of the exclusive representation. Until a grievance is reduced to writing, the Union shall be excluded from a hearing if the employee so requests, but any resolution of the grievance shall not be inconsistent with the terms of this Agreement.

Section 6. Procedure:

Step 1. Any employee who has a grievance shall submit it first in writing to the Department Head in an attempt to resolve the matter. The grievance must: (a) specify the person allegedly causing the grievance; (b) the time and place of the action being grieved; (c) the nature of the grievance; (d) the language of this Agreement which has allegedly been violated or misapplied; (e) the specific injury or loss which is claimed; (f) the remedy sought. The Department Head shall hold a hearing within ten (10) calendar days following receipt of the written grievance and shall render a decision no later than fourteen (14) calendar days following the receipt of the written grievance.

Step 2. If the grievance is not resolved to the grievant's satisfaction at Step 1, an appeal may be filed with the Select Board in writing within ten (10) calendar days of the receipt of the decision at Step 1. All documentation presented at Step 1, along with the Step 1 decision, shall accompany the appeal to the Select Board. The Select Board shall hold a hearing within thirty (30) calendar days of receipt of the appeal from Step 1 and shall render a written decision no later than fifteen (15) calendar days following the hearing. *Arbitration: This arbitration of grievances Agreement shall be subject to the provisions of RSA Chapter 542.*

Step 3. If the decision of the Select Board does not resolve the grievance, the Union shall have the sole right to appeal that decision and the matter shall be submitted to arbitration providing the Union notifies the Board of such request within ten (10) calendar days of receipt by the Union of the Board's decision. The following procedure shall be used to secure the services of an arbitrator.

- (a) The parties will attempt to agree upon a mutually satisfactory third party to serve as Arbitrator. If no agreement is reached within ten (10) calendar days following the date the request for arbitration was received by the Board, the public Employees Labor Relations Board will be notified by either or both parties and requested to submit a roster of persons qualified to function as an Arbitrator.
- (b) If the parties are unable to determine a mutually satisfactory Arbitrator from the submitted list, they shall request the Public Employees Labor Relations Board to submit a second roster of names.
- (c) If the parties are unable to determine a mutually satisfactory Arbitrator from the second list, the Public Employee Labor Relations Board may be requested by either party to designate an Arbitrator.
- (d) The decision of the Arbitrator shall be final and binding.
- (e) The costs for the services of the Arbitrator, including per diem expenses, if any, and actual and necessary travel and meals, shall be borne equally by the Town and the Union.

Section 7. Jurisdiction of the Arbitrator:

The jurisdiction of the Arbitrator shall be limited to the determination of grievances which involve an alleged violation of a specific Article and section of this Agreement and which have been properly filed, processed and referred to the Arbitrator as set forth above. If either party shall claim before the Arbitrator that a particular grievance fails to meet the tests of arbitrability, the Arbitrator shall proceed to decide such issue before proceeding to hear the case upon the merits. If the grievance concerns matters not subject to Arbitration, the Arbitrator shall return the grievance and all documents relating thereto, to the

parties without decision.

Section 8. Powers of the Arbitrator:

It shall be the function of the Arbitrator, and shall be empowered, except as his/her powers are limited below, after proper hearing on a properly filed and processed grievance referred to him/her as set forth above, to make a decision in cases of an alleged violation of the specific Articles and Sections of this Agreement. The decision of the Arbitrator shall be based exclusively on the evidence presented at the Arbitration hearing and the provisions of this Agreement. The Arbitrator's decision shall not be based on any statutes, decisions, regulations or other extra contract matters not specifically incorporated into this Agreement. The Arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted.

- (a) The Arbitrator shall have no power to add to, subtract from, alter, or modify any of the terms of this Agreement or any of the functions or responsibilities of the parties to this Agreement.
- (b) The Arbitrator shall have no power to change any practice, policy, or rule of the Town nor to substitute his/her judgment for that of the Town as to the reasonableness of any such practice, policy, or rule, unless such practice, policy, or rule is in violation of a specific Article or Section of this Agreement. His/her powers shall be limited to deciding whether the Town has violated the express Article and Sections of this Agreement; and he/she shall not imply obligations and conditions binding upon the Town from this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the Town.
- (c) The Arbitrator shall have no power to substitute his/her discretion for the Town's discretion in cases where the Town is given discretion by this Agreement.
- (d) The Arbitrator shall only have the authority to pass on a grievance referred to him/her as prescribed herein.
- (e) The Arbitrator shall be without the authority to make any decision, which requires the commission of any act, prohibited by law or which is violative of the terms of this Agreement.
- (f) The Arbitrator shall have no power to rule on any claim or complaint for which there is another remedial procedure or forum established by law or regulation.

At the time of the Arbitration Hearing, both the Employer and the Union shall have the right to call any employee as a witness and to examine and cross-

examine witnesses. Each party shall be responsible for the expenses of the witness that they may call. The parties shall submit to each other a list of all witnesses to be called in the event of an Arbitration Hearing no less than forty-eight (48) hours in advance of the scheduled hearing date. At the close of the Hearing, the Arbitrator shall afford the employer and the Union reasonable opportunity to furnish Briefs. The Arbitrator will render his/her decision within thirty (30) days from the date the hearing is closed or the date the parties submit their Briefs, whichever date is later.

ARTICLE IX

HOURS OF WORK

This Article is intended to define the normal hours of work per day, or per week, in effect at the time of this Agreement. Nothing contained herein shall be construed as preventing the administration from restructuring the normal workday or workweek for the purposes of promoting the efficiency of Town government, from establishing the work schedule of employees, and establishing part-time positions.

The workweek for full-time employees shall range from 30-40 hours per week with the hours of work to be determined and scheduled by the Department Head or the supervisor. However, the workweek for Police Department employees may be different as provided under the Fair Labor Standards Act. Police Department employees shall be paid one and one-half (1½) times their regular straight time hourly rate of pay for all authorized hours in excess of forty (40) hours in a one (1) week period. Employees scheduled to work less than 30 hours per week shall be considered part-time employees. Notwithstanding anything to the contrary above, the Town reserves the right to change the pay period.

All eligible employees will be provided with a thirty (30) minute unpaid lunch period. Highway employees may, with the express permission of the Department Head, waive their right to a thirty (30) minute lunch period and continue to work during that time in exchange for which their work day shall be terminated one half (1/2) hour earlier than normal.

Employees covered by this Agreement, shall be paid one and one-half (1½) times their regular straight time hourly rate of pay for all authorized hours of work in excess of forty (40) hours in a workweek. Compensated sick leave and personal time shall not be considered authorized hours worked under this section.

Nothing herein shall be construed as guaranteeing employees forty (40) hours of work per week or eight (8) hours of work per day.

Highway employees who are required/volunteer to work a twelve (12) hour day during storms or other emergencies shall receive a meal paid by the Town not to exceed twelve (\$12.00) dollars in value.

Compensation shall not be paid more than once for the same hours under any provisions of this Article or Agreement.

ARTICLE X

OVERTIME

- Section 1.** Extra work in periods of overtime should be equalized among the employees in the group engaged in similar work, as far as practicable. Information concerning equalization of hours status will be openly displayed in the Department in such manner that the employees involved may check their standing.
- Section 2.** Overtime will be offered on a rotating basis within the job classification starting with the most senior employee. Overtime will be distributed as equitably as possible with the understanding that employees who turn down overtime will lose any right to dispute the equitableness of the overtime distribution.
- Section 3.** In the event that all qualified employees within a job classification in which overtime exists should turn down the overtime, the Chief of Police retains the right to order an officer to work the unfilled overtime. The Chief of Police or his designee shall order officer's to work overtime not voluntarily filled in the following manner:
- (a) Ordered overtime must be assigned on a rotating basis starting with the officer with the least seniority. As that officer is ordered for a shift (any shift of three hours or more) the officer will then move to the bottom of this established rotation, and may not be ordered to work another overtime shift until all officers in the rotation have been ordered for overtime that fits the criteria under the following paragraphs (b) through (d).
 - (b) Any shift extension of two hours or less would not be considered an ordered overtime shift, although it would remain ordered overtime for payroll purposes.
 - (c) Court Hours will not be considered an ordered overtime shift, although they will remain ordered overtime hours for payroll purposes. When an officer is held over to finish paperwork it would not be considered an ordered overtime shift, unless the officer is held over for three hours or more.
 - (d) Any shift of three hours or more shall be considered an ordered overtime shift.
 - (e) Whenever possible, the officer being ordered will be required to be of like job category i.e. Patrol Officer/Detective for Patrol or Investigative Shifts, and Sergeants for Sergeants Shifts. In circumstances where the Chief or his designee are unable to contact an officer in a like job category, then an emergency exists and the first officer contacted in the ordering rotation will be ordered to work the shift.

(f) The filling of overtime shifts is the Sole Discretion of Management, and under no circumstances will any article within this agreement require Management to fill overtime.

Section 4. Employees shall be paid one and one-half (1½) times their regular hourly rate of pay for all hours worked beyond forty (40) hours in a workweek. For the purposes of this section, time worked will include those hours wherein an employee receives compensation within the workweek for, holidays and vacations. Compensated sick and personal leave hours will only be included if the employee is ordered to work beyond the normal workweek.

Section 5. It is understood by the parties that this section shall not be deemed to prohibit or limit the use of temporary personnel when the Department Head determines that it is necessary.

Section 6. Private details shall be assigned based upon seniority with a one (1) hour call back time in effect. In the event that an emergency detail is called in (i.e. for that business day) fifteen (15) minutes call back time will be sufficient. Details that are split will be split by offering three (3) hours to each officer, unless there is an agreement between two officers to split the detail otherwise.

Section 7. Highway Department employees will be eligible to work traffic details under the following circumstances:

- (a) They are certified in traffic control (Flaggers) by the State of New Hampshire or by the required course through the Property Liability Insurance Trust.
- (b) The hours of the detail do not conflict with their normally scheduled work hours or emergency call back obligations.
- (c) Time off may not be used by highway employees in order to work details (i.e. vacation, compensatory time, sick time, etc.).
- (d) Details that require a police cruiser or police officer in full uniform (parades, weddings, etc.) will not be offered to Highway Department employees.
- (e) Highway employees will work details by seniority with the most Senior highway member falling in line behind the least senior Police Department employee.

ARTICLE XI

CALL BACK/ON-CALL PAY

Full-time employees who are called back to work after the conclusion of their regular workday shall be reimbursed for a minimum of three (3) hours of service at the rate of one and one-half (1½) times the employee's current rate of pay. If the need for services is less than three (3) hours, the employee will be guaranteed three (3) hours pay at time and one-half. If the employee is required to be called back more than once during a single three (3) hour period, the employee shall only be paid for one (1) call back period.

Sergeants who are called at home for direction from an on duty officer shall be compensated for one hour at the rate of one and one half (1 ½) times their current rate of pay. If the Sergeant is required to be called back more than once during a single one (1) hour period, the employee shall only be paid for one (1) call back period.

The Town agrees that the calling out of Highway Department employees is considered ordered overtime, but if a Highway Department employee is called in on a workday prior to the time they are regularly scheduled to work, they will only be paid from the time they received the call up until the time they were regularly scheduled to start their work day.

The Town agrees to seven hundred and fifty (\$750.00) dollars of on-call pay for Highway Department employees, and that these funds be paid to those employees in June at the end of the fiscal year. This also obligates Highway Department employees to be available for snowstorms and call back emergencies unless previous arrangements are made with the Department Head not to be available for a certain time frame.

ARTICLE XII

EXCHANGING TOURS OF DUTY

The Police Chief or the Lieutenant may at their sole discretion grant the request of any two of the police department officers to exchange tours of duty or days off without a change in pay, provided that in the opinion of the Police Chief or the Lieutenant they are equally capable to perform each other's respective jobs, are of the same rank, and are able and willing to make the exchange. Any request to exchange tours of duty must specify a shift of the same duration, (i.e.8 hours, 10 hours, 12 hours) and any approved "exchange" may take place within a two week period, or within a period allowed by State or Federal Law. Requests to exchange tours of duty or days off shall be submitted allowing a reasonable period of time for the written request to be reviewed by the supervisor and the Lieutenant, or the Chief of Police. Such requests may be granted upon the recommendation of the supervisor, along with the approval of the Chief of Police or the Lieutenant.

As stated in the previous paragraph, if requests are approved through this procedure the exchange will be without a change in pay for the officers involved. In addition, under no circumstances will exchanges in tours of duty result in overtime pay, unless the Chief of Police or the Lieutenant approves such overtime pay. Any employee covered by the terms of this agreement that causes a budgetary impact, or causes overtime to be paid for an exchanged tour of duty without the permission of the Chief of Police or the Lieutenant shall be subject to the disciplinary procedures under Article VII of this agreement. In addition, any employee covered by the terms of this agreement that requests vacation time, compensatory time, or personal time for a shift they agreed to exchange for will also be subject to the disciplinary procedures under Article VII of this agreement.

ARTICLE XIII

PRIVATE DETAILS

- Section 1.** Private Details are those details which are not considered as public employment by the Town that are supported by local property tax dollars. All Private Details will be compensated on the basis of four (4) hours minimum.
- Section 2.** Private details shall be compensated as follows:
Effective July 1, 2009: \$36.00 an Hour
- Section 3.** Private Details may be cancelled with four (4) hours notice to the Department.
- Section 4.** Private Details shall be filled in accordance with the procedures set forth in Section 6 of the overtime section of this Agreement. The eligible member's rate of pay for Private Details will become effective as of Ratification of this Agreement at Town Meeting.

ARTICLE XIV

HOLIDAYS

The following days shall be paid holidays for permanent full-time employees:

New Year's Day	Labor Day
*Martin Luther King Jr. Civil Rights Day	Columbus Day
*Washington's Birthday	Veterans Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

* For Highway department employees covered by this CBA these holidays are considered a floating day taken subject to Department Head approval.

Employees who are absent for unauthorized reasons on the day directly preceding or directly following the holiday shall forfeit pay on the holiday. In the event that the holiday falls on Saturday, it shall be observed on the preceding Friday. In the event that the holiday falls on Sunday, it will be observed on the following Monday.

Police officers shall be compensated for holidays, whether worked or not, by the payment of ten (10) additional days pay (80 hours) on the first payday in December if otherwise eligible.

Police officers may, provided that another officer volunteers to work the shift, request to take a holiday off as a vacation day. Additionally, the Detective may request vacation days on Holidays without having another officer volunteer to fill his shift. The procedure for the approval of vacation days on holidays shall be governed by this article and Article XV *Procedure for Leave Request*. Under no circumstances will any section of this Agreement guarantee the Detective any requested days off on a Holiday.

Other eligible employees who do not work a holiday shall receive holiday pay at their regular straight time hourly rate for the number of hours for which they are normally and regularly scheduled to work immediately prior to the holiday, up to a maximum of eight (8) hours. When a specified holiday falls within a highway employees approved vacation period and he/she is absent from work during his/her regularly scheduled workweek because of such vacation, he/she shall receive an additional day off. Police Employees shall not be eligible for this benefit.

In the case of occupational illness or injury, employees will be paid for any holiday falling within the first ninety (90) days of that illness or injury. Holiday pay shall be paid at the straight time rate, excluding shift differentials.

ARTICLE XV

LEAVES OF ABSENCE / VACATION ALLOWANCE

Section 1. After an employee shall have been employed for one (1) year, he/she shall become eligible for an annual vacation as follows:

1. After the completion of one (1) year through the completion of the fifth of continuous service..... 2 Weeks
2. After the completion of the fifth (5th) year through the completion of the sixth (6th) year, the employee shall receive one additional day on March 1, May 1, July 1, September 1, and November 1 for a total of no more than five (5) days during that period and provided further that such employee is an employee on each such date after his/her completion of the fifth year through the sixth year.
3. After the completion of six (6) through ten (10) years of continuous service
3 Weeks
4. After the completion of Ten (10) years or more continuous service..3 Weeks*

*Plus one day for each completed year above 10 years to a maximum of five (5) weeks

A day of vacation is agreed to be equal to the length of a regular shift which is currently eight (8) hours.

Section 2. Vacation Procedure:

Vacation eligibility will be posted on an annual basis and will be selected on the basis of seniority. Vacation time shall be taken in single days or several days at a time. No employee may carry over more than 15 days of vacation time from one year to the next.

The rate of vacation pay shall be the employee's regular straight time hourly rate of pay in effect for the employee's regular job at the time the vacation is being taken.

Employees who are going on vacation may receive their payroll check in advance provided they submit a request to the Payroll Department at least ten (10) days in advance. Any employee who is laid off, resigns, retires or is otherwise separated from service of the Town shall receive vacation pay for all of their accrued vacation upon their separation from employment with the Town. The amount of payment for all unused vacation shall be calculated based upon the employees regular straight time hourly rate of pay in effect for the employees regular job, on the last workday of the employees employment.

Section 3. Procedure for Leave Requests:

1. All leave requests submitted will not be granted or rejected more than One Hundred and Eighty days prior to the day being requested, unless circumstances dictate otherwise. Circumstances dictating otherwise would include but not limited to medical procedures and military leave.
2. At the 180 day mark, all leave requests will be considered. The requests will be granted on a basis of seniority, in that the most senior person requesting the day off will be given the day off. In the event management, in its sole discretion, chooses to grant the same day off to more than one employee, the most senior person, the second most senior person, etc. requesting will be considered in that order. Nothing in this settlement guarantees that more than one person will be granted the same day off.
3. Only leave requests by the officer with their signatures will be accepted. Officers will not be permitted to put in leave requests for other officers.
4. Leave requests under 14 days will be denied unless there are special circumstances involved or there is an agreement that another officer will voluntarily cover the shift.
5. Leave requests that have been granted through this procedure may be cancelled by the officer within fourteen (14) days of the commencement of the leave. Management may not cancel an approved vacation leave unless emergency circumstances exist. The criteria of "emergency circumstances" will be determined at the sole discretion of management.

Section 4. Sick Leave:

Sick leave is considered to be an emergency fringe benefit used only as needed. All full-time regular employees shall accrue sick leave at the rate of eight (8) hours for each completed month of service from the date of probationary appointment. Employees hired after the 20th of the month will not accrue sick leave for that month. Sick leave may accrue to a maximum of seven hundred and twenty (720) hours. Employees shall be entitled to sick leave from the date of probationary appointment. Time lost by reason of leave of absence without pay, or time otherwise not worked or paid, shall not be considered in computing earned allowances of leave.

In order to be paid for sick leave, an employee must notify the employee's immediate supervisor or Department Head of the employee's absence at least one (1) hour before the start of the regular workday, unless physically unable. Failure to do so will result in the forfeiture of pay. An illness for which sick leave may be granted is defined as actual personal illness or bodily injury of the employee or of an immediate family member. For purposes of this section, immediate family member shall mean the spouse, minor children, or parents of the

employee.

Sick leave will be paid at the employees' base rate of pay. An employee on paid sick leave shall not receive pay for holiday, vacations or other paid days off which fall during the period of paid sick leave. Sick leave will be reduced hour for hour for any use of leave. An employee returning from a sick leave, which exceeds three (3) consecutive workdays, may be required to supply a doctor's statement certifying that the employee's health is good enough to return to the employee's normal duties.

Upon retirement, provided the employee has twenty (20) years of service under the N.H. Retirement System, or retirement due to a job-related injury, or upon the death of an employee, fifty percent (50%) of unused sick leave shall be paid to the employee, or, in the event of the employee's death, to the employee's estate.

Section 5. Personal Time:

Each employee shall have forty-eight (48) hours of personal time each year available for use at the employee's discretion. The use of this time will be deducted from the employee's accrued sick leave. Application for use of personal time will be the same as requesting sick leave.

Section 6. Worker's Compensation:

The Town of North Hampton agrees to provide workers compensation coverage as prescribed and to the extent required by New Hampshire law.

Section 7. Leave of Absence Without Pay:

Requests for a leave of absence without pay must be made in writing to the Department Head. Granting of such leave will be based upon the recommendation of the Department Head and subject to the approval of the Select Board.

Section 8. Maternity/Paternity Leave:

For the purpose of childbearing, an employee may be granted an unpaid leave of absence for the period of disability. The employee will be paid for the period of disability provided that said employee has sufficient accumulated annual and/or sick leave available to cover such period.

An unpaid paternity leave may be granted up to ten (10) workdays within eight (8) weeks following the birth of an employee's child. The employee will be paid for this leave provided that said employee has sufficient accumulated annual and/or sick leave available to cover such period.

Section 9. Bereavement Leave:

Bereavement leave with pay shall be granted when a death occurs in a permanent full-time employee's immediate family (spouse, domestic partner, parent, child, brother, sister, step brother, step sister, mother-in-law, father-in-law, grandparent, grandchild, step-parent, or a blood relative or ward residing in the same house). Such leave will be granted up to a period of three (3) consecutive workdays.

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

Section 10. Military Leave:

An employee with one or more years seniority who is called to and performs short-term annual active duty for training as a member of the United States Armed Forces Reserve or National Guard, shall be paid as provided herein for days spent performing such duty provided the employee would not otherwise be on layoff or leave of absence. In order to receive payment under this paragraph, an employee must give the Town prior notice of such military duty and upon his/her return to work, furnish the Town with a statement of the military pay received for performing such duty. Payment under this paragraph is limited to a maximum of ten (10) working days in a calendar year. In computing the pay due the employee, if any, payment will reflect the difference between the employee's straight time rate for the days in question and the military pay if the normal pay exceeds the military pay for the specified period.

Section 11. Jury Duty:

An employee with one (1) or more years' seniority who is summoned and reports for jury duty, as prescribed by applicable law, shall be paid by the Town an amount equal to the difference between the amount of wages the employee otherwise would have earned by working during the straight time hours for the Town on that day and the daily jury duty fee paid by the court or agency (not including travel allowances or reimbursement of expenses), for each day on which he/she otherwise would have been scheduled to work for the Town. In order to receive payment, an employee must give the Town prior notice that he/she has been summoned for jury duty and must furnish satisfactory evidence that he/she reported for or performed jury duty on the days for which he/she claims such payment. The provisions of this section are not applicable to an employee who, without being summoned, volunteers for jury duty.

ARTICLE XVI

SENIORITY

- Section 1.** Accrual: For the purposes of promotion, vacation, and other benefits, an employee's seniority shall be equal to his/her years of service or employment with the Town in a position covered by this Agreement unbroken by any of the reasons for termination of seniority specified in Section 3 below.
- Section 2.** Ability to Perform Work: Ability to perform the job or work as used in this Article means the employee is capable of performing the work of the job in a satisfactory manner subject to concurrence by the Department Head.
- Section 3.** Termination of Seniority: Seniority for all purposes shall be terminated for any of the following reasons:
- (a) Voluntary quit.
 - (b) Discharge for just cause.
 - (c) Failure to report for work in accordance with the provisions of a recall notice.
 - (d) Absence for three (3) consecutive working days without properly notifying the Town.
 - (e) Failure to be recalled from layoff or return to work due to any non-occupational connected illness or accident for a period of twelve (12) months.
 - (f) Retirement.
- Section 4.** Employees Entering Bargaining Unit: All employees entering the bargaining unit covered by the Agreement from any other Department of the Town will serve a probationary period and will be considered as new employees.
- Section 5.** Seniority List: The Town shall establish and post a seniority list once each year in January. The seniority list will contain both classification and Department seniority for each eligible employee. The employee with the greatest seniority shall be listed first. Any objections to the seniority list, as posted or amended, must be reported to the Department Head within fourteen (14) calendar days from the date of posting or amendment or it shall stand as accepted and shall take full force and effect.
- Section 6.** Applicability of Seniority (layoff, recall): With respect to layoff and recall, continuous service will be applicable providing the employee is capable of performing the work in a satisfactory manner. Employees shall be recalled in the reverse order in which they were laid off. A person who is laid off shall maintain his/her seniority for twelve (12) months. Employees who are eligible for recall

shall be sent a recall notice by certified or registered mail and the employee must notify the Department Head within three (3) business days after receiving notice of recall of his/her intention to return to work. The Town shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the mailing address provided by the employee, it being the obligation and responsibility of the employee to provide the Department Head with his/her latest mailing address. In any event, the employee must return to work within two (2) weeks of the date specified.

Section 7. Promotions and Transfers:

- (a) The Department reserves and shall have the right to make promotions and transfers.
- (b) Jobs to be filled through promotion shall be posted on the Department bulletin board for a period of five (5) working days.
- (c) Wherever possible, promotions shall be made from the ranks of qualified regular employees who are employed by the Department.
- (d) Job posting shall include job specifications (where available), rate of pay, job location, and also if it is a permanent job with rating.
- (e) The above procedure shall be followed in all permanent promotions and transfers.
- (f) An employee who meets the minimum qualifications and is promoted to a higher level shall be placed in a probationary status not to exceed six (6) months in the higher position. The employee shall periodically be evaluated to determine if he/she is performing the job in a satisfactory manner. If an employee is not found to perform satisfactorily the higher level duties, then he/she shall be reduced in status to the same classification, pay grade, and pay step as he/she had obtained prior to promotion.

Section 8. Non-Application of Seniority Rights Within Classification: Seniority does not give employees any preference for particular types of work within their job classification or to places of work or equipment.

ARTICLE XVII

PROBATIONARY PERIOD

Police employees shall serve a probationary period of twelve (12) months. All other employees in positions covered by the bargaining unit shall serve a probationary period of six (6) months. During the probationary period, the probationary employee may be discharged at the sole discretion of the Town and neither the reason nor the discharge may be the subject of a grievance. All employees entering the bargaining unit covered by the Agreement from any other Town Department will serve the required probationary period.

ARTICLE XVIII

JOB POSTING

- Section 1.** When a vacancy occurs as a result of the establishment of a new position or retirement or termination of a current employee, the Department Head shall have the right to fill the position on a temporary basis. As soon as it is clear that the vacancy is permanent and will be filled, the Department shall post a notice indicating the position, its rate of pay, the qualifications required and the normal working hours for the position, which shall be subject to change at the discretion of the Department Head.
- Section 2.** The job posting shall be left on the bulletin board for five (5) days and all employees in the bargaining unit shall be eligible to sign up to indicate their interest in filling the position. Nothing in this posting procedure shall be deemed to limit the Department's right to seek outside applicants, it shall so note on the posting and shall note the date on which the receipt of applications will close.

ARTICLE XIX

WAGES

- Section 1.** The parties agree that the salary schedule used in the previous CBA has been abolished and is no longer effective.
- Section 2.** Effective on July 1, 2009 each employee covered by the terms of this Agreement shall have his/her base salary increased by two and one half (2 ½%) percent.
- Section 3.** Officers who accept the position of FTO will be compensated at the rate of an additional 3% of their base salary for each period of time in which they are functioning in that capacity. It is sole discretion of management of which employees are qualified for FTO status.
- Section 4.** Officers who function in a TSOR capacity for at least thirty (30) consecutive days shall receive an additional 3% of their base salary for said period of service. It is sole discretion of management of which employees are qualified for TSOR status.

COMPENSATORY TIME

- Section 5.** Compensatory time shall be granted in accord with the following:

Each officer shall be allowed to accumulate a total of eight (8) regular hours (twelve {12} compensatory hours) per six month period.

The six month periods run from January 1 to June 30 and from July 1 to December 31 of each year.

That each six month period is capped at eight (8) hours (i.e. once used or paid there can be no further accumulation during that period).

That the accumulated hours must be used during the six month period regardless of when accrued or the employee shall be paid by the Town for all unused hours in the next pay period following the end of the six month period.

ARTICLE XX

UNIFORM/EQUIPMENT ALLOWANCE

- Section 1.** The purchase and maintenance of required uniforms and equipment including safety glasses for Highway Department employees will be supplied at the expense of the Town through a Quarter Master system operated by the Town. To include replacement and cleaning of uniforms as needed. The basic provisions of the standard uniform for these employees will include trousers, shirt, winter suitable jackets, and steel toed boots.
- Section 2.** The Town will provide Highway Department employees with steel toed boots as needed from a supplier and manufacturer of the Town's choice as needed.
- Section 3.** The uniform allowance for Police Department employees will be Seven-Hundred and Fifty (\$750.00) Dollars.

ARTICLE XXI

HEALTH INSURANCE

Section 1. The health insurance benefits provided for herein shall be provided through a self-insured plan or under group insurance policy or policies issued by an insurance company or insurance companies selected by the Employer. "Insurance companies" include regular line insurance companies and non-profit organizations providing hospital, surgical or medical benefits. If these benefits are provided through an insurance company, all benefits are subject to the provisions of the policies between the Employer and the insurance companies, and the benefits shall remain substantially the same.

Section 2. Health Insurance:

For the term of this Agreement, the Town has selected the Blue Choice Plan offered by Blue Cross/Blue Shield. Premium contributions will be as follows:

Town = 90% Employee = 10%

Section 3. Dental Insurance:

For the term of this Agreement, the Town has selected the Delta Dental plan offered through the Municipal Health Trust. Premium contributions will be as follows:

Town = 90% Employee = 10%

Section 4. Health/Dental Insurance, Voluntary Withdrawal:

An employee who has health insurance coverage from a source other than the Town may elect to "opt out" of this benefit and receive a stipend of twenty five (25%) percent of the Town's share of the premium for the plan (BC, single two person ,family) under which he/she had previously been covered as of July 1, 2009. Regardless of the Plan or coverage, the stipend shall not exceed \$5,000.00. This stipend shall be paid on the first pay period of December.

Those employees who elect not to utilize the health and dental benefits shall not be eligible for those benefits again, unless the Department Head receives ample notice to re-budget the cost(s) of the coverage for the next fiscal year. Notifying the Department Head in writing by September 15th of the current fiscal year shall be considered ample notice to reinstate health and dental coverage beginning July 1st of the next fiscal year.

Section 5. Life Insurance:

The Town will pay the premium for the current level of life insurance.

Section 6. Disability Insurance:

The Town agrees to provide each employee with a short term disability policy (may be self insured) to provide coverage for the first ninety (90) days of disability. Said coverage shall become effective only after the employee has exhausted all of his/her accrued and annual sick leave.

The Town shall provide long-term disability insurance to eligible full-time employees covered by this Agreement. Said insurance shall commence after ninety (90) consecutive days of qualifying disability and may continue for a maximum of two (2) years. Benefits payable under this policy is two-thirds (2/3) of the employee's base salary. Disability insurance is not payable to employees receiving retirement benefits or worker's compensation benefits. The Town reserves the right to determine the amount and type of insurance being offered and the selection of the carrier.

ARTICLE XXII

TERMS OF INSURANCE POLICIES TO GOVERN

The extent of coverage under the insurance policies (including HMO and self-insured plans) referred to in this Agreement shall be governed by the terms and conditions set forth in said policies or plans. Any questions or disputes concerning said insurance policies or plans or benefits there under shall be resolved in accordance with the terms and conditions set forth in said policies or plans and shall not be subject to the grievance and arbitration procedure set forth in this Agreement. The failure of any insurance carrier(s) or plan administrator(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the Town, nor shall such failure be considered a breach by the Town of any obligation undertaken under this or any other Agreement. Nothing in this Agreement shall be construed to relieve any insurance carrier(s) or plan administrators from any liability it may have to the Town, employee or beneficiary of any employee.

ARTICLE XXIII

EMPLOYEE INDEMNIFICATION

The Town shall defend all employees against claims made against them arising out of an act or omission by the employee while acting in good faith within the scope of his/her employment. The Town shall indemnify all employees for any judgments in good faith within the scope of his/her employment, to the extent that the claim is within the scope or coverage of an insurance policy maintained by the Town.

ARTICLE XXIV

LAW ENFORCEMENT INFORMATION PROFESSIONAL MEMBERSHIP AND EDUCATION INCENTIVE

- Section 1.** When the Police Department receives any information regarding work-related education, such as lectures, seminars, training, magazine periodicals, legal updates and opinions, and any other law enforcement update, said information shall be posted and/or made available to all Department members as soon as practical after its receipt.
- Section 2.** The Town will reimburse eligible employees for annual membership dues, not to exceed fifty dollars (\$50), in a professional association recognized and approved by the Chief of Police.
- Section 3.** The Town shall pay a one time education incentive for the highest degree attained by each new employee hired after the date of the ratification of this Agreement. This incentive will consist of \$250.00 for an Associate's degree; \$500.00 for a Bachelor's degree; and \$1,000.00 for a Master's Degree. The bonus shall be paid after the successful completion of the new employee's probationary period.
- Section 4.** Employees shall be eligible for tuition reimbursement in the annual maximum amount per officer of \$750.00 for course credit toward an Associate's Degree; \$1,500.00 for course credit toward a Bachelor's Degree; and \$3,000.00 for course credit toward a Master's Degree.
- Section 5.** Employees hired prior to the ratification of this agreement shall be entitled to an education stipend for the highest degree attained as follows: \$250.00 for an Associate's degree; \$500.00 for a Bachelor's degree; and \$1,000.00 for a Master's Degree. Employees that qualify for this stipend will be paid yearly on their anniversary date.
- Section 6.** To receive the above tuition reimbursement the officer must receive a 3.0 GPA for each such course which must be taken at an accredited post-secondary institution.

ARTICLE XXV

MILEAGE ALLOWANCE

Any employee covered by this Agreement who is required to use their personal vehicle for work-related purposes shall be reimbursed at the current rate set by the Internal Revenue Service.

ARTICLE XXVI

SHOP STEWARD

The Town of North Hampton agrees to recognize one (1) Shop Steward and one (1) alternate Shop Steward, to cover his/her absence. If a situation should arise which threatens to disrupt the workplace when the Shop Steward is on duty, the Employer will attempt to release the Shop Steward as soon as practical to investigate the matter without loss of pay. If a settlement cannot be reached, the Steward shall report it by telephone to the Union Business Agent. If the issue still cannot be settled, the Steward shall reduce any resulting grievance to writing and submit it in accordance with the grievance procedure.

It is understood that time spent in grievance processing or investigation, which is done by a Union Steward or member when he/she is not working a regular shift, will not be paid for.

ARTICLE XXVII

BULLETIN BOARD

The Town shall provide space for a bulletin board in a designated area of each Department for Union notices. Employees shall not post notices of a derogatory, libelous, or profane nature and shall be limited to actual Union activity. Employees shall not post Union notices at any other locations other than the approved Union bulletin board.

ARTICLE XXVIII

LEGISLATIVE COST INCREASES

Should the New Hampshire Legislature enact legislation benefiting employees or immediate families of employees covered by this Agreement, where the effect is to increase costs to the employer beyond those which exist at the time this Agreement is executed, such increased costs shall be charged against the total compensation package of the employees covered by this Agreement at the time they are incurred. The Employer may thereafter deduct from the wages or benefits provided in this Agreement the amount of such increased costs. "Legislation benefiting employees or immediate families of employees" includes, but is not limited to, pensions or other retirement benefits, sick leave, holidays, other paid leaves, uniform or clothing allowances, training, certification or educational incentive compensation.

ARTICLE XXIX

ENTIRE AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Town and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to, or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. This Agreement may only be amended during its terms by the parties' mutual agreement in writing. This Agreement supersedes and cancels all prior practices and agreements whether written or oral, unless expressly stated to the contrary herein, and together with any letters of understanding executed concurrently (or after) with the Agreement constitutes the complete and entire Agreement between the parties, and concludes collective bargaining (except as provided for in the grievance procedure) for its term.

ARTICLE XXX

SAVINGS

If any provision of the Agreement is subsequently declared by legislative or judicial authority to be unlawful, unenforceable, or not in occurrence with applicable statutes, laws, ordinances and regulations of the United States of America and the State of New Hampshire, all other provisions of the Agreement shall remain in full force and effect for the duration of this Agreement and the parties shall meet as soon as possible to agree on a substitute provision. However, if parties are unable to following commencement of the initial meeting, then the matter shall be postponed until contract negotiations are reopened.

ARTICLE XXXI

DURATION OF AGREEMENT

Section 1. This Agreement shall be effective as of July 1, 2009, and shall remain in effect until June 30, 2010.

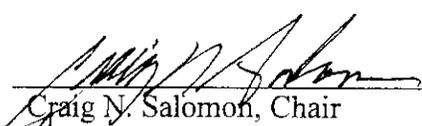
Section 2. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing one hundred and twenty (120) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date; this agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

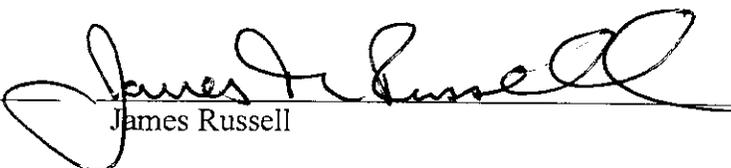
Section 3. In the event that either party desires to terminate this Agreement, written notices must be given to the other party no later than ten (10) days prior to the desired termination date, which shall be before the anniversary date set forth in the preceding paragraph.

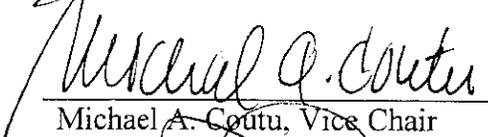
In Witness Whereof, the parties have here unto set their hands and seal this 29 day of June, 2009.

Select Board:

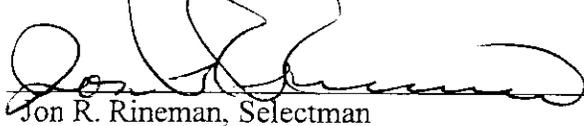
Teamsters Local 633:


Craig N. Salomon, Chair

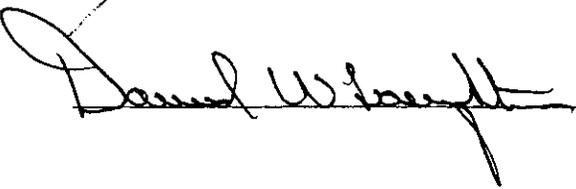

James Russell


Michael A. Coutu, Vice Chair


Joshua Stokes


Jon R. Rineman, Selectman


Thomas D. Horn


David W. Wright