

AGREEMENT
BETWEEN
THE TOWN OF HAMPSTEAD
AND
NEW ENGLAND POLICE BENEVOLENT ASSOCIATION
LOCAL NO. 37 of NH

4/01/2021 to 3/31/24

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

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ARTICLE 1

RECOGNITION AND BARGAINING UNIT DESCRIPTION

1.1. DESCRIPTION

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

1.2. EMPLOYEE

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

1.3 ACTIVE/ NON ACTIVE

“**Active employee**” will be defined as an employee who is currently working for the Town in accordance with their regularly scheduled hours or an employee who is currently not at work for a work related injury or illness, typically covered under a worker’s compensation claim. Employees receiving indemnity benefits under the Worker’s Compensation statute will receive their time off benefits from the Town upon returning back to active status or termination of their employment.

“**Non Active employee**” will be defined as an employee who is currently unable to come to work for a non-work related injury, illness or a personal situation which has affected their ability to perform their job. These types of employees are typically out of work under a short or long term disability claim.

1.4. EXCLUSION

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

ARTICLE 2

EMPLOYEE RIGHTS

2.1. NO DISCRIMINATION

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

2.2. MEETING SPACE AND BULLETIN BOARD

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

2.3. MEMBERSHIP AND DUES

- a. The Union shall be responsible for collecting dues from each bargaining unit member who elects to join in a manner set forth by the By-Laws of the Local. Each member of the NEPBA, Local 37, shall pay the required amount of dues per week that is set forth at the National Convention of the NEPBA, currently set at \$11.00 per week. The dues collected shall be sent to the NEPBA at the following address:
New England PBA, Inc.
c/o Treasurer
227 Chelmsford Road
Chelmsford, MA 01824
- b. Effective with the signing of this agreement and the first seven (7) calendar days in April annually thereafter, any employee of the Town who is covered by this Agreement may choose NOT to be a member of the Union. Said employee must exercise in writing that they choose NOT to be a member and provide that declaration to the President of Local 37.
- c. The Union agrees to hold harmless and indemnify the Town in any action brought under this Section by a current or past bargaining unit member. Such indemnification shall include any and all penalties, judgments, attorney's fees, and costs.

2.4. NO STRIKE – NO LOCKOUT

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

ARTICLE 3

UNION BUSINESS

3.1. UNION OFFICIALS

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

3.2. GRIEVANCE COMMITTEE MEETINGS

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

3.3. TIME AND EQUIPMENT USAGE

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

3.4. SCHEDULING NOTICE

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

3.5. MEETING TIMES

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

3.6. MEETING SPACE

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

3.7. ATTENDEES

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

3.8. COOPERATION

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

ARTICLE 4

MANAGEMENT RIGHTS

4.1. AUTHORITY

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

4.2. UNLIMITED RIGHT TO NEGOTIATE

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

4.3. TERMINATION OF PRIOR AGREEMENTS

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

ARTICLE 5

CONSULTATION

5.1. MUTUAL CONCERN

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

5.2. CONSULTATION

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

ARTICLE 6

GRIEVANCE PROCEDURE

6.1. INDIVIDUAL PRESENTATION

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

6.2. DEFINITION

The following definition shall apply:

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

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

6.3. PROCEDURES

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

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

6.4. TIME LIMIT

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

6.5. ARBITRATION

- a. In the event that the Union elects to proceed to arbitration, the Town and the Union will endeavor to agree upon a mutually acceptable arbitrator and obtain a commitment from the arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain a commitment to serve, the grievance shall be referred to the American Arbitration Association by the Union within twenty (20) days after the receipt of the notice of submission to arbitration. In such event, the arbitrator shall be selected in accordance with the rules of the American Arbitration Association, then applicable to voluntary labor arbitration.
- b. The function of the arbitrator is to determine the interpretation of specific provisions of this agreement. There shall be no right in arbitration to obtain and no arbitrator shall have any power or authority to award or determine any change in, modification or alteration of, addition to, or detract from any other provision of this agreement.
- c. Each grievance shall be separately processed at any arbitration proceeding hereunder, unless the parties otherwise agree.
- d. The arbitrator shall furnish a written opinion specifying the reasons for his decision. The decision of the arbitrator, if within the scope of his authority and power within this agreement, shall be final and binding upon the union and the town and the aggrieved employee who initiated the grievance.
- e. The costs of arbitration shall be borne equally by the Town and the Union.
- f. The grievance procedure is subject to the provisions of RSA 542.

ARTICLE 7

DISCIPLINE AND TERMINATION FOR CAUSE

7.1. PROGRESSIVE DISCIPLINARY PROCESS

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

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

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

7.2. EMPLOYEE FILES

When discipline is imposed on a member of the Bargaining Unit, the following shall apply to the removal of the discipline from their personnel file.

- a. Level I Discipline: Level 1 discipline is described as a minor infraction that may include a verbal written record, low level discipline and/or remedial training. In the event that written documentation is necessary for this level of discipline, it shall be removed from the personnel file after 6-months but not longer than one year.

- b. Level II Discipline: Level II discipline is described as an intermediate infraction that may include letters of counseling or reprimand. This level of discipline may be requested by the employee to be removed from their personnel file after 2 years.
- c. Level III Discipline: Level III Discipline relates to serious violations or offenses where a suspension from duty has been imposed. The employee may petition the Chief of Police to have this documented discipline removed from their personnel file after five (5) years.
- d. Citizen/Internal Complaints: Should an internal or citizen complaint be received on a member of the Bargaining Unit, the Chief of Police or designee shall investigate the nature of the complaint. If the complaint is deemed unfounded or unsubstantiated, that complaint shall not become part of the employee's permanent record or personnel file. In cases where the complaint is founded or sustained, then it shall remain in the employee's permanent record or personnel file for the period of time set forth, above, based upon the level of discipline imposed.
- e. Any records relating to a disciplinary termination of employment shall remain part of the employee's permanent employment record with the Town.

7.3. COACHING AND COUNSELING

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

ARTICLE 8

TEMPORARY LEAVES OF ABSENCE

8.1. NEGOTIATIONS TIME

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

8.2. GRIEVANCE HEARINGS

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

8.3. BEREAVEMENT LEAVE

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

- Father
- Mother
- Step-parent
- Grandmother
- Grandfather
- Sister or step-sister
- Mother-in-law
- Father-in-law
- Blood relative or ward
- Any other family member approved by the Chief of

- | | | | |
|------------------|-----------------------|-----------------------------|---------------|
| • Spouse | • Brother or step- | domiciled in the employee's | Police or his |
| • Fiancé/Fiancée | brother | household. | designee |
| • Domestic | • Child or step-child | | |
| Partner | • Grandchild | | |

Under extenuating circumstances, two (2) additional consecutive days without pay may be granted at the discretion of the Chief of Police. Special leave of one (1) working day with pay, for the purpose of attending the funeral, shall be granted an employee in the event of death of his/her sister-in-law, brother-in-law, aunt or uncle.

8.4. MATERNITY LEAVE

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

8.5. MILITARY LEAVE

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

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

ARTICLE 9

PROBATIONARY EMPLOYEES

9.1. NEW HIRES

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

9.2 EXPERIENCED HIRES

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

9.3. PROMOTION/PROGRESSION

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

ARTICLE 10

PROMOTIONS AND TRANSFERS

10.1. PROBATIONARY PERIOD

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

10.2. VOLUNTARY DEMOTION

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

ARTICLE 11

HOURS OF WORK

11.1. STRUCTURE

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

11.2. WORK DURATION

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

11.3. WORK SCHEDULE

- a. The Department's scheduling is in the sole and absolute discretion of the Chief of Police or his designee.
- b. In cases of emergency circumstances in the absence of volunteers, the Chief of Police can order an officer in, or have officers held over until the shift is filled. When there is not an emergency circumstance, an officer must have at least Five (5) week days (i.e. excluding Saturday and Sunday) prior notice before having an individual scheduling change made by the Chief of Police. A five (5) week day prior notice is not necessary if all officers involved in the schedule change, are in agreement on the change.
- c. The Department schedule will be made in one (1) month durations and will be posted no less than seven (7) days prior to the existing schedule ending.

ARTICLE 12

OVERTIME

12.1. OVERTIME PAY CALCULATION

Police Officers shall be entitled to be paid at the rate of one and one-half times their respective regular hourly rate, for hours worked in addition to their regularly scheduled work week. If an employee takes vacation time or paid time off (PTO) during their regularly scheduled work week, but still works other additional hours, that employee will still be paid one and one-half times their regular hourly rate for those additional. An employee cannot use more than 80 hours of paid time off (PTO), bereavement time, jury duty time, vacation time or any

combination thereof, in a regularly scheduled 80 hour bi-weekly pay period, as a means of "self generated" overtime.

- a. In instances where an employee develops a "pattern" of calling out sick (PTO day), the day before or after an overtime shift; the Chief of Police or his designee may elect to not allow the overtime shift to be paid out as overtime for that pay week. For this section a "pattern" will be defined as; more than two times in a six month period.
- b. Holiday "Credit" Pay (Art. 14.2) is specifically excluded from any calculation of overtime pay.

12.2. DETAILS EXCLUDED

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

12.3. VOLUNTARY COMPENSATORY TIME

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

12.4. CALL BACK

- a. Any employee covered by this Agreement who has been called back to work during his/her off-duty time after being dismissed shall be guaranteed a minimum of four (4) hours pay. Employees called back to work because they did not fulfill a required responsibility during their regular shift will not receive the block of call back time. The employee will only be compensated for the actual time it took to fulfill their responsibility which should have been completed during their regular shift. Call backs resulting from a special skill requirement will be paid at time and one half.
- b. The Town may likewise not relieve an employee from normal duty to offset the receipt of call back pay. The employee will normally be allowed to leave immediately upon completion of the work which he was originally called to perform; however, he/she may be required to perform other related duties as assigned. Callback time will be paid in one four hour minimum. Callbacks that last longer than four (4) hours shall be paid for the actual time worked at the appropriate rate.
- c. Any employee called back from an approved vacation under emergency situations, as determined by the department head or designate, shall be eligible to have their portion of vacation time that was cut short used in computing the eligibility for overtime. Unused vacation time is placed back into the employee's accrued vacation account.

12.5. SCHEDULING

- a. The Chief of Police, or his designee, will refer to the Overtime Scheduling Worksheet for full-time officers.
- b. The scheduling officer will start at the top of the full-time list, contacting those on the list until the shift is accepted. When the shift is filled, the list will designate the next officer to be called for the next overtime shift. The Chief of Police, or his designee, records on the list that the officers, (A) accepted the shift; (R) refused the shift; or (N/A) were not available.

All vacant scheduled patrol shifts, as determined by the Chief of Police or designee, will be filled on a regular basis, except in emergency situations.

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

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

12.6 SHIFT SWAPPING

- a. Shift swapping is allowed providing that the Cruiser Log and the Time Sheet reflect the person who physically worked those hours. Exchange of shifts may be requested by one employee to another employee. No shift swap shall be granted unless there is a mutual agreement between the two (2) parties and shall be subject to the approval of the Chief of Police or his/her designee. Full and partial shift swap requests must be put in writing and submitted to the Chief or designee within 48 hours of the agreement to swap.
- b. Both the original and the subsequent exchange must occur within an 80 hour pay period. It will be the responsibility of the officers involved in the exchange to inform the Chief of Police or his/her designee when the actual exchanges occur.
- c. No additional cost to the Town or Department will result from this exchange of shifts. No overtime can result from shift swapping.

- d. Officer's not directly assigned to a "patrol based shift" will be allowed to "flex" (self-swap) their scheduled shift in order to work additional assignments, with prior approval from the Chief of Police or his designee. Additional assignments are limited to "details". The "flexed" shift would have to be worked / made up during the same pay period. For payroll purposes the made up / "flexed" shift would still be paid at the employee's normal rate of pay, however additional assignments would still be subject to "detail pay rates". The intent of this section is to allow certain employees to shift swap with themselves because they do not have a coworker in the same job assignment that could shift swap with them (i.e., a detective cannot shift swap with a patrolman). A bargaining unit employee under this section should not "self-shift swap" more than twice in any given week as a general rule, but may under certain circumstances with approval of the Chief of Police or his designee.

12.7 ORDERING EMPLOYEES INTO WORK

- a. In the event that an employee needs to be ordered to work a vacant shift or emergency detail, the Chief of Police or designee (scheduling officer) will determine which employee is ordered in based on:

- Who is available
- Seniority
- Who has been previously ordered to work in the past

Just like the "overtime book" and the "detail book," there will be an "ordered in book." When an employee is ordered to work a shift or detail, their name will be recorded and they will be moved to the bottom of the "ordered in" list. The most recently ordered employee should be considered the "last option" when the next ordered in event arises but there are no guarantees. This will be the intended practice but may not always be feasible. This process shall not be subject to the grievance procedure.

- b. Employees who are ordered in for overtime or details will not be moved to the bottom of those respective lists.

ARTICLE 13

COURT AND HEARING APPEARANCE

13.1. APPEARANCE DUTY

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

13.2. FEES

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

ARTICLE 14

HOLIDAYS

14.1. HOLIDAY SCHEDULE

The following eleven (11) days shall be considered holidays, on the actual day they fall on the calendar;

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

14.2. HOLIDAY "CREDIT" PAY

- a. All active Full-time employees will receive eight (8) hours pay for each listed holiday at the end of the pay period in which a holiday falls whether or not they are scheduled to work on that holiday. This holiday pay will NOT be included in the calculation for overtime pay.
- b. This holiday "credit" pay will NOT be included in the calculation for overtime pay as stated in section 12.1c.
- c. The Board of Selectmen may allow "non active" employees to still receive holiday, vacation and paid time off benefits, under extenuating circumstances. Whether or not the Board of Selectmen allows these benefits to continue for a "non active employee", is not subject to any grievance procedure.
- d. When a "non active employee" is out of work, the employee's vacation time and PTO benefits will be "frozen" for that calendar year, while the employee is on "non-active" status. If the "non active employee" returns back to work after January 1, the additional vacation and PTO benefits will be awarded on a prorated basis for that year. If the "non-active" employee returned back to work on July 1st, his or her vacation and PTO time would be awarded at half its normal amount.
- e. In addition to the above, full-time regular employees will receive one and one half times their hourly rate for hours worked on the following eleven (11) holidays:

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

14.3. DISPATCHERS

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

14.4. PART TIME PATROL

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

ARTICLE 15

VACATION

15.1. VACATION ALLOWANCE

- a. The Town will grant paid vacation time off to Active Full Time Employees in accord with the following schedule (see amendments in section 15.4 for clarification):

Upon hire if before July 1st of that calendar year 40 hours per year
On January 1st annually, after date of hire 80 hours per year
After 5 years and up to 9 years of continuous service 120 Hours per year.
After 10 years of continuous service and thereafter 160 hours per year

- b. Full Time Employees shall not be granted vacation time off for any pay period during which they are on layoff or other leave of absence without pay.
- c. Annual leave is provided for the purpose of rest and recuperation with a view to future service in the best interest of the Town and as such, all employees must take a minimum of one week's vacation annually. Active Full Time Employees may accrue and carry over a total of one hundred sixty (160) hours from year to year.
- d. Vacation time may exceed 160 hours during the course of a calendar year. Employees must use or buy back any vacation time in excess of the maximum carry over amount of 160 hours by **December 1st** of every year. The employee's failure to have his or her carry over amount at or under 160 by January 1st of the next calendar year, will result in a loss of any hours over 160. For clarification purposes, an employee may carry over up to 160 hours on January 1st of a new year and then receive their additional lump sum of vacation time on January 1st as well. An employee could potentially have 320 hours of vacation time in their vacation bank but would need to have it reduced to 160 hours by December 31st of every year.
- e. Employees must take a minimum of 40 hours of vacation time off annually for the purpose of rest and this will be known as "mandatory vacation time". This time does not have to be taken off in a 40 hour block, it may be taken off in smaller increments. It must total 40 hours by December 31st of every year or by October 1st of every year, if the employee is "buying back time" that year (see section 15.1g).
- f. Vacation buy out requests must be submitted no later than December 1st of every year. Vacation buyout requests made after December 1st of a specific calendar year, will not be granted.
- g. The Chief of Police or his designee may allow an employee to "buy back" vacation time in 40 hour increments. The employee may buy back all his or her vacation time annually, minus the 40 hours of "mandatory vacation time". Employees who elect to "buy back vacation time" during the year will be

required to take their 40 hours of “mandatory vacation time by **October 1st** of that year. Employees who buy back vacation time but fail to take their mandatory 40 vacation time by **October 1st** will be subject to two penalties:

1. The employee will forfeit their right to “buy back” vacation time the following year.
2. The employee will be required to take the remaining balance of the 40 hours of “mandatory vacation time” as scheduled by the Chief of Police or his designee.

15.2. VACATION SCHEDULING

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

15.3. VACATION PAY

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

15.4 VACATION TIME DISBURSEMENT

- a. Vacation time will be awarded in a lump sum annually, on January 1st of every year, for full time employees.
- b. For new full time employees hired before July 1st of any calendar year, they will be awarded 40 hours of vacation time upon being hired and then an additional 80 hours effective January 1st of the following year. New employees hired after July 1st of any calendar year will receive no vacation time but will receive 80 hours of vacation time on January 1st of the following year.
- c. Current employees will be awarded their lump sum of vacation time on January 1st of every calendar year.
- d. If during a calendar year a bargaining unit employee reaches a new tenure tier threshold, based on anniversary date of hire, so that the bargaining unit employee is now eligible for an increase in their vacation time (e.g., goes from 80 hours a year to 120 hours a year on May 1st anniversary date of hire), the additional 40 hours will be added to the bargaining unit employee’s vacation time bank on January 1st of that calendar year. On the following January 1st, the bargaining unit employee will be

awarded the new yearly amount of 120 hours as well or whatever additional increased vacation hours, based on years of service in Section 15.1(a).

ARTICLE 16

PAID TIME OFF

16.1. DEFINITION

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

16.2. ANNUAL AMOUNT

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

16.3. ACCRUAL

- a. Unused PTO days by Active Full Time Employees, may be accrued and carried over to the next calendar year up to a maximum accrual of 75 days ($75 \times 8 = 600$ hours). An employee may have more than 600 hours during a calendar but can only carry over a maximum of 600 hours on December 31st, of every year. If an employee has more than 600 hours on December 31st of a calendar year, the difference in hours over 600 will be lost by the employee on January 1st of a new year. The employee would still be awarded their block sum of PTO hours for the new year, on January 1st, which could put their total hours over 600, until December 31st of the new year.
- b. Upon termination or retirement of a Full Time Employee, 50% of that employee's unused PTO will be paid at the employee's rate of pay in effect at the time of departure.

See Section 14.2a for clarification on the difference between "Active employee" and "non active employee". The Board of Selectmen may continue this benefit for "non active employees" under extenuating circumstances. Whether or not the Board of Selectmen allows this benefit to continue for non-active employees is not subject to any grievance procedure.

16.4 PAID TIME OFF FOR PART TIME EMPLOYEES

- a. Regularly scheduled part time, bargaining unit employees, who average fifteen (15) hours or more per week of scheduled patrol hours, are eligible to earn paid time off (PTO) hours. This fifteen (15) hour average will be based on scheduled patrol hours worked during the previous calendar year. If a part-time officer averages at least fifteen (15) hours a week during the prior year, on January 1st the officer will be granted PTO hours based in accordance with the following chart:

Service	1-5 yrs	5+ yrs
PTO	1 week prorated	2 weeks prorated

Prorated time is equivalent to an employee's regularly scheduled work week.

- c. PTO can be used for any purpose. It is intended to provide earnings during periods of illness, vacation, personal time off, etc. PTO may be taken in advance of time earned with the Department Head's approval.
- d. PTO shall not carryover from year to year. (moved from article 15.3.1)

ARTICLE 17

INJURY AND ILLNESS COMPENSATION

17.1. WORKER COMPENSATION

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

17.2. SHORT TERM DISABILITY

Employees who are absent due to non-work related illness or injury will be covered by the Town's Short Term Disability policy. After the fifteenth day of illness or injury, this policy will provide 70% of the employee's base pay up to a maximum of \$1,100.00 per week for a maximum of 26 weeks.

17.3. LONG TERM DISABILITY

Employees who continue to be disabled due to a non-work related illness or injury will be covered by the Town's Long Term Disability policy. After 180 consecutive calendar days of disability, this policy will provide 70% of the employee's base pay up to a maximum of \$5,000.00 monthly to retirement.

17.4. OTHER INJURY/DISABILITY INSURANCE

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

ARTICLE 18

HEALTH INSURANCE

18.1. COVERAGE

The Town will continue to make available a comprehensive insurance program covering medical, dental, vision, and prescription medications. Full Time Employees will share in the cost of this coverage as set forth in Section 18.2. The Town will maintain the current plans, or comparable plans. In the event that the current plans are not an option, the Town will provide the employees with the next best available plans that have the similar coverage, through the existing insurance company which is Anthem Blue Cross & Blue Shield.

The Town will not change from one health insurance Company to another, without the Union's agreement (i.e., changing from Anthem Blue Cross & Blue Shield to a healthcare providers like; Cigna, Aetna or United Healthcare). The Town's right to make changes to its health insurance offering under this provision will extend beyond the term of the Agreement and will not be considered a violation of the doctrine of status quo.

The intent of this article is to maintain union employee's current health care provider and level of health care coverage. However in the event that the current plans are considered the "best plans" and then the health insurance broker no longer offers the current "best plans"; the union recognizes that the Town would be forced to change the health plan due to lack of options. It would be required that the Town then provides the employee with what is considered the "next best plan" and a sidebar agreement would be established.

18.2. MEDICAL PLANS

- a. The Town offers two or more medical plan options, specifically _____.
- b. Full Time Employees may elect to purchase, single, employee-plus-one coverage or family coverage in either medical plan options, offered by the Town. The Town will pay the following support for this premium cost:
 - a. For 2021: 90% of the premium in either medical plan option.
 - b. For 2022: 90% of the premium in either medical plan option
 - c. For 2023: 90% of the premium in either medical plan option

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

- c. Full Time Employees may decline medical coverage through the Town. In lieu of carrying duplicate coverage, Full Time Employees will receive a taxable stipend equal to thirty-three (33%) percent of the premium of the lowest-cost option medical plan for which they qualify (i.e., single, employee-plus-one, or family).

Note: If an employee who receives the insurance buy back under this Section 18.2c is killed in the line of duty, his or her buyback benefit will continue. The employee's spouse will receive the buyback benefit until he or she is eligible for Medicare or upon remarriage, whichever happens first. If the deceased employee does not have a spouse then the benefits will be awarded to his or her dependant's if applicable. Multiple dependants will split the buyback benefit which shall continue until the youngest dependant reaches the age of 26.

- d. Part Time Employees may elect to purchase coverage in any of the medical plans offered by the Town. Part Time Employees will pay 100% of the premium cost for their selected plan.

- e. In the event that an employee, who currently participates in the Town's health insurance program through NH HealthTrust, is killed in the line of duty; the employee's spouse and / or dependent(s) will be allowed to participate in the Town's health insurance plan through "Survivor Care". The widow or widower's benefits shall cease upon Medicare eligibility, remarriage or other event as defined in the policy. The dependent's benefits will cease when the dependent no longer meets the dependent definition..
- f. If the Town changes policies or companies, and this benefit is not provided under the policy, this benefit shall be terminated or amended to conform to the policy coverage.

18.3. DENTAL PLAN

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

18.4. PREMIUM PAYMENTS

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

18.5 PHYSICAL FITNESS INCENTIVE

Since employees need to maintain a physical fitness standard under Police Standards & Training's policies, employees will receive \$200.00 annually to help off-set the cost incurred with gym memberships. Employees have to provide the Town with a copy of a gym membership bill, prior to being reimbursed.

ARTICLE 19

LIABILITY INSURANCE

19.1. COVERAGE

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

ARTICLE 20

UNIFORM ALLOWANCE

20.1. DEFINITION

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

20.2. PROCEDURE

- a. Each January, and annually thereafter, all Full Time Employees shall receive an allowance in the amount of \$950.00 to replace uniforms and/or gear or to buy new gear/equipment. Part-time employees shall receive an allowance in the amount of \$250.00 to replace uniforms and/or gear or to buy new gear/equipment. Full Time Employees may elect:
- To have this amount held by the Police Department as a uniform/equipment credit (non-taxable) and accessible through several local uniform suppliers, employees will submit receipts to the Town and be issued a check for their expenses or,
 - To receive this uniform allowance as a check, the Full Time Employee must make a request to the Chief of Police by September 15th annually. If a check is requested, the uniform allowance is subject to income taxes and the appropriate withholding amount is deducted. Uniform allowances must be used by September 15th annually, if not, the employee will receive a check for the unused /remaining balance during the first pay period in October, annually.
 - Employees who are deemed to be “inactive employees” as defined in Section 14.2a will have their uniform allowance suspended until they return back to work as an “active employee”. If an employee is “inactive” from one calendar year into the next year, the employee will only receive that uniform allowance stipend for the year they return. (i.e., an employee goes “inactive” in 2016 with a remaining uniform allowance balance of \$350. When the employee returns back to work in 2017; the employee will only receive the 2017 uniform allowance stipend and will not get the remaining 2016 uniform allowance balance, in addition to the 2017 allowance).
- b. Regularly scheduled part-time employees shall receive a stipend of \$250 in January for purposes of uniform replacement. Part-time employee’s yearly uniform allowance shall be a “use or lose” stipend and no buyouts shall occur. The stipend shall be accessible through several local uniform suppliers and employees will submit receipts to the Town and be issued a check for their expenses.
- c. There is no reimbursement for cleaning expenses.
- d. The Chief of Police or his designee reserve the right to deny any reimbursement slips that are deemed not to be police work related. For items that may not be eligible for reimbursement, the employee should seek approval before a purchase is made.

ARTICLE 21

PRIVATE DETAILS

21.1. DEFINITION

Private details are work assignments that are not considered part of an officer’s typical duty assignment. Details are generally but not limited to such things as traffic control matters; such as construction projects, utility work, utility safety hazards, road races, parades and more. Details can also be scheduled for matters involving public safety; such as strikes, large social functions, protests, events where alcohol is being served, requested “civil stand-by” and more.

21.2. DETAIL PAY

- a. Private detail assignments will be paid at a minimum of four (4) hours at the following rate:

- April 1, 2021 and thereafter. \$54.00 per hour
- April 1, 2022 and thereafter. \$55.00 per hour
- April 1, 2023 and thereafter. \$56.00 per hour

b. Private detail assignments worked on any of the eleven (11) holidays will be paid an additional \$10.00 per hour. Detail hours worked on the day of Easter and Christmas Eve, will also be subject to the additional \$10.00 per hour for detail hours worked on holidays.

21.3. CANCELLATION

Private details may be cancelled **with six hours prior notice** to the Department by the entity requesting the detail. Town of Hampstead Highway Department details will only require **two hours of prior notice** for cancellation. In the event that a detail is cancelled without at least six hours (private details) of notice or two hours notice (Town of Hampstead Highway Department), the employee will receive four hours of detail pay.

21.4. DETAIL ASSIGNMENTS

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

21.5 DETAILS REQUIRED

The Town will maintain its current policy / town ordinance on road details

ARTICLE 22
WAGES / COMPENSATION

22.1. WAGE SCHEDULE

The following rates of pay apply beginning **April 1, 2021**.

Effective April 1st, 2021 the entire Wage Schedule in Section 22.1 will be **increased by 2.5%** as depicted below.

Sergeant I	\$36.76	Sergeant II	\$37.33	
Detective/SRO I	\$33.37	Detective/SRO II	\$33.95	
	New Hire	13-36 Mos.	37-60 Mos.	61 + Mos.
Full Time Patrol	\$27.90	\$29.27	\$30.63	\$31.99
Part Time Patrol	\$25.72			
Dispatch I	\$21.79			
Dispatch II	\$22.48			

Pay Matrix for all new Full-time Patrolman hired on or After April 1st, 2016

	New Hire	13-36 Months	37- 48 Months.	49-60 Months.	61-72 Months	73 + Mos.
Full Time Patrol	\$25.72	\$26.86	\$27.90	\$29.27	\$30.63	\$31.99

*Note: Full time wage schedule steps are based on years of full time experience as a police officer

*Note: In order to attain the rank of Sergeant II or Detective II, the bargaining unit employee must work as a Sergeant I or Detective I, respectively for (5) years. Starting pay for the position of School Resource Officer (SRO) shall be based upon the Detective I wage rate, referenced above. Upon completion of five (5) years in the position, the pay rate shall be equal to the rank of Detective II, referenced above.

*Note: For clarification purposes, officers who are hired full time and have previously been employed as a full-time police officer will be placed in the pay step that corresponds with the previous years of full time service.

Effective April 1st, 2022 the entire Wage Schedule in section 22.1 will be **increased by 2.5%**, to the new rates as depicted below.

The following rates of pay apply beginning **April 1, 2022**.

Sergeant I	\$37.68	Sergeant II	\$38.26	
Detective/SRO I	\$34.21	Detective/SRO II	\$34.80	
	New Hire	13-36 Mos.	37-60 Mos.	61 + Mos.
Full Time Patrol	\$28.60	\$30.01	\$31.39	\$32.79

Part Time Patrol	\$26.36
Dispatch I	\$22.34
Dispatch II	\$23.04

Pay Matrix for all new Full-time Patrolman hired on or After April 1 st , 2016						
	New Hire	13-36 Months	37- 48 Months.	49-60 Months.	61-72 Months	73 + Mos.
Full Time Patrol	\$26.36	\$27.53	\$28.60	\$30.01	\$31.39	\$32.79

Effective April 1st, 2023 the entire Wage Schedule in section 22.1 will be **increased by 2.5%**, to the new rates as depicted below.

The following rates of pay apply beginning **April 1, 2023**.

Sergeant I	\$38.62	Sergeant II =	\$39.22	
Detective/SRO I	\$35.06	Detective/SRO II	\$35.67	
	New Hire	13-36 Mos.	37-60 Mos.	61 + Mos.
Full Time Patrol	\$29.31	\$30.76	\$32.18	\$33.61
Part Time Patrol	\$27.02			
Dispatch I	\$22.89			
Dispatch II	\$23.62			

Pay Matrix for all new Full-time Patrolman hired on or After April 1 st , 2016						
	New Hire	13-36 Months	37- 48 Months.	49-60 Months.	61-72 Months	73 + Mos.
Full Time Patrol	\$27.02	\$28.21	\$29.31	\$30.76	\$32.18	\$33.61

22.1(A) RETIRED FULL TIME OFFICERS

In the event the Town hires an officer who was previously employed by the Town's Police Department for at least (5) years as a full-time officer, to a regularly scheduled part-time officer position, the following will apply to that officer. The regularly scheduled part time officer shall be paid at the hourly rate of the highest fulltime patrolman, detective, or sergeant, based upon the officer's specific assignment.

*The intent of this section is to retain highly qualified officers, who possess valuable job & community experience without the Town having to pay for retirement or health insurance benefits.

22.2. SHIFT DIFFERENTIAL

Hours worked between:	Receive an additional:
1600 – 2400 (4 p.m. to midnight)	\$1.25 per hour
2400 – 0800 (Midnight to 8 a.m.)	\$1.75 per hour

NOTE: This benefit will be calculated by multiplying the number of hours an employee worked in a pay period by the rate which corresponds with shift differential.

22.3. WAGE REPORTING

The Town's Annual Report will display the police department employees' income as follows (see chart below). This chart will distinguish the difference between "base pay", "traffic / private vendor detail pay" and "overtime / additional pay". "Overtime / Additional Pay" will be comprised of such things as (overtime, court pay, shift differential, holiday credit pay, health insurance buy back stipend, vacation time buy out, unused uniform stipend and physical fitness incentive stipend). This format will be used as a means of properly informing the residents of a police officer's yearly income, in the Annual Town Report:

<u>Employee</u>	<u>Department</u>	<u>Earnings</u>
John Doe	Police Base Pay	\$50,000.00
John Doe	Traffic / Private Vendor Detail Pay	\$6,500.00
John Doe	Overtime	\$10,500.00
John Doe	Grant Funded Patrol Pay	\$3,000.00
John Doe	Additional Pay	\$11,000.00

ARTICLE 23

LIFE INSURANCE

23.1. TERM LIFE POLICY

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

23.2. LINE OF DUTY

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

ARTICLE 24

JURY DUTY

24.1. SUPPLEMENTAL PAY

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

ARTICLE 25

USE OF PRIVATE VEHICLES

25.1. MILEAGE RATE REIMBURSEMENT

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

ARTICLE 26

EDUCATION ASSISTANCE

26.1. REIMBURSEMENT AMOUNT

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

26.2. REQUIREMENTS

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

26.3. REFUND UPON TERMINATION

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

26.4 EDUCATION INCENTIVE

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

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

NOTE: This benefit will be calculated by multiplying the number of hours an employee worked in a pay period by the rate which corresponds with the employee's degree.

ARTICLE 27

SEPARABILITY

27.1. COMPLIANCE

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

ARTICLE 28

DURATION OF AGREEMENT

The terms of this Agreement shall be effective commencing on April 1, 2021 and continuing through March 31st, 2024.

Year 1 = April 1st, 2021 to March 31st, 2022

Year 2 = April 1st, 2022 to March 31st, 2023


Year 3 = April 1st, 2023 to March 31st, 2024


IN WITNESS WHEREOF, the parties have hereunto set their hands and seal this 1st day of April 2021.

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


Town of Hampstead, NH


Stephen Arnold, Business Agent, NEPBA



Sean P. Murphy, Chairman, Board of Selectmen


Adam W. Dyer, President, Local 37, NEPBA


Joseph Guthrie, Board of Selectmen


Richard J. Chambers, VP, Local 37, NEPBA


Laurie A. Warnock, Board of Selectmen


Allan T. Fratus, Secretary, Local 37, NEPBA


Steve Morse, Board of Selectmen


Maurie Worthen, Board of Selectmen

Approved by Town Meeting / Vote on March 9, 2021