

AGREEMENT

between

HAMPTON BOARD OF SELECTMEN

and

THE HAMPTON POLICE ASSOCIATION, INC
(Sergeants)

For the period
4/1/2012 to 3/31/2014

Effective date: 4/1/2012

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municipal personnel policies and work rules. The prerogative or authority which management has not officially abridged, delegated or modified by this Agreement are retained by management, such as, but not limited to:

1. The functions, programs and methods of the public employer
2. The use of technology and the public employer's organizational structure
3. The selection, direction and number of personnel so as to continue the public control of government
4. Budgetary considerations
5. Departmental and managerial policies

Section 2.

The provisions of this Article, Section 1, are not subject to the provisions of Article 28 entitled "Grievance Procedure".

Section 3.

All disciplinary actions such as but not limited to suspensions and discharges shall be specifically subject to the grievance procedure as set forth in Article 28 entitled "Grievance Procedure", provided, however, that the Association specifically agrees that after the Town Manager's level of the grievance procedure (See Article 28, Section 2, Paragraph C), the Association will inform the Selectmen as part of its written request for the review of the Town Manager's decision whether or not the Association intends to pursue a remedy either in court or before a neutral arbitrator (but not both) in the event the Association disagrees with the Selectmen's decision. This selection shall be exclusive and binding upon the Association and/or the Town provided that both parties retain any right of appeal pursuant to New Hampshire RSA Chapter 542, as amended, as set forth in Article 28, (Grievance Procedure), Section 5D.

**ARTICLE 5
EMPLOYEE RIGHTS AND DUTIES**

Section 1.

The Board agrees that there shall be no determination against any employee covered by this Agreement for membership in the Association, or because of presenting a grievance, or for giving testimony or for taking part in proceedings of the Association. It is agreed by the parties that this Section shall not be subject to the grievance or arbitration provisions as set forth in Article 28 entitled "Grievance Procedure".

**ARTICLE 7
NEGOTIATION LEAVE**

Section 1.

Leave from duty with full appropriate pay shall be granted to members of the Association's Negotiating Committee, not to exceed two (2) such members and counsel, who attend meetings between the Board and the Association for the purpose of negotiating the terms of the agreement; provided the employee was scheduled for duty at a time simultaneous to attendance at such meeting.

Section 2.

Leave from duty with full pay shall be granted to an officer who files a grievance under Article 28 (Grievance Procedure) for the purpose of attending the arbitration hearing relating to the officer's grievance and which is conducted under the provisions of Section 5 of Article 28, provided the grievant was scheduled for duty at a time simultaneous to the grievant's attendance at the arbitration hearing.

**ARTICLE 8
PROBATIONARY EMPLOYEES**

Section 1.

All new full-time appointees for the positions covered by this Agreement shall serve a probationary period of one (1) calendar year from the date of original hire. All full-time personnel who have satisfactorily completed the probationary period shall be considered permanent employees. The probationary status of an employee shall not affect the employee's right to pay increases as indicated by the salary schedule in Article 25.

Section 2.

All Special Police Officers and part-time Animal Control Officers shall serve a probationary period of two (2) calendar years from the date of original hire.

Section 3.

The Town has the right to discipline and/or discharge a probationary employee without recourse by the Association.

**ARTICLE 9
PERSONNEL REDUCTION AND SENIORITY**

Section 1.

- A. Seniority for full-time Sergeants covered by this Agreement shall be defined as the period of full-time employment with the Town in the work covered by this Agreement except as broken in accordance with Section 5 of this Article.

report for work at the end of said five (5) day period. Qualified employees who have been given notice to report for work must, unless confined due to proven illness or injury, make themselves available for such work assignment when the no later than the end of said five (5) day period after the notice has been given or they shall forfeit such seniority status as they have accrued with the Board. However, should there be no work assignment when the employee does report within five (5) days set forth herein, then the employee shall retain the employee's seniority status and be entitled to another notice of recall.

Section 5.

- A. Seniority shall be broken only by:
 - a. Discharge
 - b. Voluntary Quit
 - c. Failure to respond to a notice of recall as specified in Article 9, Section 4.B
 - d. Unauthorized leaves of absence
 - e. Overstaying an authorized leave of absence
 - f. Giving a false reason for a leave of absence
 - g. Remaining on layoff for more than fifteen (15) months
- B. Any employee who is absent because of a proven illness or injury shall maintain seniority for a period of twelve (12) months after which said employee's seniority shall be broken.
- C. An employee injured in the line of duty shall lose seniority after twenty-four (24) months absence.

Section 6.

All employees who volunteer or are called into Military Service or National Guard by the U.S. Government shall be considered on leave of absence and shall retain all rights for re-employment upon completion of their service in conformity with the Universal Military and Service Act.

Section 7.

The provisions of this Article shall not apply to any employee who falls within the classification set forth in Article 2, Section 4.

- B. The summer shift selection shall be considered an open selection by seniority and not based on the sergeant's previous assignment.
- C. A sergeant may request a change in shift assignment at any time throughout the year. A request for a change in shift assignment shall be based on seniority for both the requesting sergeant and the other changing sergeant. The request to change shall be made to the Chief of Police or designee. Approval for the change in shift assignment shall be based on the operational needs of the department.

ARTICLE 12 OVERTIME

Section 1.

All assigned and required work in excess of the regularly scheduled work week for full-time officers as established by the Department or in excess of forty (40) hours for part-time officers, shall be compensated at one and one-half (1 ½) times the positions regular hourly rate. Overtime will only be paid for actual time worked, computed to the nearest quarter (1/4) hour. Paid absences will be counted in determining whether or not an employee has worked in excess of the employee's regularly scheduled time.

Section 2.

It is agreed that private duty is not subject to these overtime provisions.

Section 3.

Any officer covered by this Agreement who has been called back to work during the officer's off-duty time after being dismissed shall be guaranteed a minimum of three (3) hours work.

Section 4.

Extra details may be cancelled with four (4) hours notice to the Department.

Section 5.

If the Chief decides to augment shifts or fill temporary vacancies in the Regular or Special Officer's work schedule as posted, the following procedure shall be used: The seniority list for "Regular Police Officers shall be called twice, starting with the officer with the most seniority and ending with the last Regular Officer. If work is still available, "Special Police Officers" shall be called, in order of their seniority. If any other vacancies occur during the week "Regular Police Officers" shall be called in the order of their seniority commencing with the Regular Officer immediately junior to the last Regular Officer accepting overtime for that week.

parties desiring the change. Exchange of time off will be arranged so that both parties will have made use of the exchange within six (6) months. Exchange of time off with a part-time officer will be arranged so that the part-time officers time will be paid back within the summer schedule. Any officer denied an exchange under this Article shall be given written notification of such denial and the reasons for such denial not later than three (3) days after the written request is submitted. The provisions of this Section shall be in writing and signed by all parties. Additional exchanges of shifts may be allowed with the prior approval of the Chief in the Chief's discretion and it is agreed by the parties that any denial by the Chief of additional exchange shifts shall not be subject to the grievance or arbitration provision of Article 28, entitled "Grievance Procedure".

Section 2.

It is expressly understood that exchanges of time off are overtime provisions of Article 14 of the provisions of RSA 41:49 "Day of Rest". It is further understood that the failure of an officer to fulfill his/her obligation to work the second officer's shift as required under this Article will result in that officer paying back the work obligation by compensating the second officer at one and one-half times the second officer's regular rate of pay for the time already worked by the second officer.

**ARTICLE 15
HOLIDAYS**

Section 1.

The following days shall be considered paid Holidays.

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents Day	Veterans Day
Memorial Day	Thanksgiving Day
Independence Day	Day After Thanksgiving
Christmas Day	

All full-time members of the Department covered by this Agreement shall receive an additional day's pay for each of the holidays listed above whether the employee has worked the holidays or not. Said compensation shall be included in the employee's first pay period in December. If an officer leaves the employment of the Town, the officer shall receive payment for all holiday pay due the officer, up to the time of termination.

4. Written vacation leave requests submitted well in advance of the leave time requested shall be approved unless unusual circumstances prevent that officer's request from being granted. These circumstances shall be determined by the Chief of Police or Chief's designee and must be based on some obvious operational concern, such as the 4th of July, storms, unusual events, etc.
5. Short notice leave requests may be made by telephone. The requesting officer must speak with the Chief of Police or Chief's designee who will fill out a leave form. The Chief of Police or Chief's designee shall advise the requesting officer if the shift is approved or denied based on the following conditions:
 - a. If the number of officers on the affected shift does not fall below the desired number for that shift, the leave request shall be approved.
 - b. If the number of officers on the affected shift falls below the desired number for that shift, the requesting officer shall be advised that the leave will only be granted if the shift can be filled by the call list procedure. The Chief of Police or Chief's designee shall immediately notify the requesting officer that the request is approved. If the shift is not filled, then the request will be denied and the officer shall be immediately notified by the Chief of Police or Chief's designee to report for duty at the scheduled time.
 - c. Any vacation leave time request made after the reasonable amount of time allotted for the proper filling of the shift shall be denied. Reasonable amount of time allotted shift is defined as follows:

Midnight Shift Vacation Leave Request – shall be made no later than 6:00 PM on the day when the affected shift is scheduled to begin.

Day Shift Vacation Leave Request – shall be made no later than 6:00 PM on the day prior to when the affected shift is scheduled to begin.

Swing Shift Vacation Leave Request – shall be made no later than 1:00 PM on the day when the affected shift is scheduled to begin.
 - d. Officers requesting short notice leave due to a bona fide family emergency shall be granted approval regardless of when the request is made. If time allows, the Chief of Police or Chief's designee shall attempt to fill the shift by the call list procedure if the number of officers on the affected shift falls below the desired number for that shift.
 - e. If the open shift cannot be filled by the call list procedure or an error has caused a shift to be short or the desired number of officers, the Chief of Police or Chief's designee shall ask for volunteers from the present shift to work the additional shift. If there are no volunteers, the Chief of Police or Chief's designee shall order an officer to stay and work the shift based on the following conditions:

That the officer with the least seniority is selected; and, the officer is a full-time officer; and, that officer will not work over sixteen straight hours upon completion of the next shift.

- D) In the month following the first month in which the Sick Bank has a positive balance of hours as a result of additional donations, the monthly contribution of each contributing employee shall drop back to one (1) hour per month, per employee unless and until the balance of hours in the Sick Bank again drops into a negative balance.
- E) At any point when the balance of hours in the Sick Bank hits the level of twelve hundred (-1,200) hours or higher in the negative, all grants of hours including those current shall stop until the deficit is less than twelve hundred (-1,200) hours in the negative.
- F) Any sick hours accrued by an employee while the employee is out of work and drawing hours from the Bank will be deposited into the Sick Bank.
- G) Bank Administration Board – A board shall be appointed to administer the Bank, which shall oversee the assignment and development of rules of the bank. It is understood that the very first order of business shall be to develop and place in writing rules surrounding an employee not maintaining a minimum 160 hour sick leave balance. The board shall consist of seven members, a singular member appointed from each union of the Town and a member representing the Town appointed by the Town Manager. Nothing contained here shall prevent this board from mutually presenting items and issues to the Town and the Collective Bargaining Units regarding any issue that may arise that is not addressed herein. It is implied that these issues can be addressed through memorandums of understanding and shall be affixed to the Agreement.
- H) Bank Review Panel – In addition to the Bank Administration Board, it is expressly understood that there shall be a thorough review done by a panel of twelve members, which shall be comprised of one (1) representative from each of the Town Unions appointed by the respective union and a management representative appointed by the Town Manager from Police, Fire, Public Works, Recreation, Town Office and the Town Manager's Office. The sole purpose of this Board shall be to convene on or about April 1, 2002 for the purpose of examining the impact of the sick leave offset portion of the current work agreements for the past two years. This Panel shall return a written report no later than October 1, 2002 to the Town of Hampton and the respective Unions, which shall be available for discussions by the parties in the next Union negotiations.
- I) The Town shall keep records published to Union which shall include but not be limited to the total number of hours, the number of participants, any member participating in the bank, and other pertinent information which effects the bank. Should the bank run out of time then the Town will keep records of the negative balance and the monthly contributions will be posted against that negative balance.

- 8) Employees out on sick leave using Bank assets shall continue to accrue Sick Leave as referenced in Section 1. The one hour per month contribution shall continue to be contributed to the Bank as long as the employee accrues time. Any Sick hours accrued by an employee while the employee is out of work and drawing hours from the Bank will be deposited into the Sick Bank, as set forth in the Consent Decree.
- 9) Employees who have been out of work drawing hours from the Sick Bank, but return to work, will not be eligible to use further Sick Bank hours until their time back at work equals or exceeds the amount of time they received from the Bank during their latest time out of work.
- 10) There shall be lifetime (during the period of active employment with the Town) caps upon an employee's drawing of hours from the Sick Bank as follows: 0-10 years (meaning the completion of the 10th year) – 52 weeks; 11-20 years (meaning the completion of the 20th year) – 52 weeks; 21 + years – 52 weeks. These caps are cumulative and can be waived by the Sick Bank Board to address extraordinary circumstances.
- O) The value of the hours sold to the Town can be used to purchase one or more of the items listed below. The cost of the distribution option selected by the employee cannot exceed the dollar value of the sick leave hours being sold back to the Town. Election forms that list distribution options that exceed the value of the hours sold back will be returned to the employee for revision. Such employees will have seven calendar days to return the revised form to the Finance Department.
- 1) An Employee shall have a balance of 400 Hours of sick leave accumulated by September 1st.
- 2) After accumulation of four hundred (400) hours the employee can, at the employee's option sell back to the Town any unused annual hours accumulated during that year.
- 3) Employees wishing to take advantage of the sell back program must declare their intentions to sell back time. The Employee shall declare the number of hours and the Town shall take that number and multiply it by the hourly rate of the individual employee. The total amount shall be indicated to each employee in writing by September 15th of that year. By October 1st of that year the employee shall notify their respective Department of their wishes of this hour/dollar amount. Each employee must state the number of hours they are selling back and list in writing which distribution option is being selected. The Town shall buy back time at the employee's current hourly rate.
- 4) The value of the hours sold to the Town can be used in any of the following combinations.
- a. Purchase the employees annual contributions to Health Insurance, Dental Insurance, Short Term, Long-Term Disability Insurance, AFLAC Insurance or life

Section 3.

If an incapacity, either service connected or non-service connected, continues for more than thirty (30) days, the Chief of Police may order a complete physical and/or mental examination by two or more reputable physicians designated by the Board. If the report of their examination shall prognose the injury or illness as one which permanently incapacitates the officer, the Board shall make the application for disability retirement under the provisions of the New Hampshire Police Retirement Law.

**ARTICLE 19
HEALTH INSURANCE**

Section 1.

The Town shall, for full-time employees covered by this Agreement, pay the premium for the family, two-person or single person hospital-medical insurance plan covering Town employees. In case both a husband and wife are employed by the Town, the Town shall only pay a single-person, two-person, or family plan for one spouse. It is understood that, at the present time, the Town is obtaining hospital-medical insurance coverage from the New Hampshire Municipal Association (NHMA) Health Insurance Trust; however, the Association specifically agrees that the Town may, in its sole discretion, obtain such insurance from a different insurance carrier, provided the benefits are comparable with those of the present plans.

Section 2.

From April 1, 2012 through March 31, 2014, the Town agrees to pay ninety percent (90%) of such sums as necessary each month for each full-time employee to maintain single-person, two-person, or family coverage Matthew Thornton HMO MTB15IPDED-R3/15M\$1.

Employees wishing to secure coverage through NHMA Health Insurance Blue Cross/Blue Shield (Blue Choice 3 Tier) BC3T5RDR-R\$10/20/45 may do so with a Town contribution of eighty five percent (85%) of such sums as necessary each month for each full-time employee to maintain single-person, two-person or family coverage. Employees shall pay the remaining premium for either plan through payroll deduction from each paycheck; such amount shall be deducted in accordance with Section 125 of the Internal Revenue Service Code.

For full-time employees the Town agrees to also pay ninety percent (90%) of such sums as necessary each month to maintain single-person, two-person or family dental insurance coverage as provided by the Town. Employees shall pay the remaining premium through payroll deduction from each paycheck.

**ARTICLE 21
BEREAVEMENT LEAVE**

Section 1.

Special leave of three (3) working days with pay between the date of death and the date of the funeral or memorial service, inclusive, shall be granted an employee in the event of the death of an employee's:

Spouse	Child or Stepchild
Father	Mother
Sister	Brother
Father-in-law	Mother -in-law

Or Relative domiciled in the employee's household.

Section 2.

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 the death of the employee's:

Brother-in-law	Sister-in-law
Aunt	Uncle
Grandfather	Grandmother

Grandchild

Section 3.

The provisions of this Article do not apply to Special Police Officers nor to Animal Control Officers unless such Animal Control Officers are performing Animal Control Officer work on a full-time basis, provided, however, that the provisions above shall apply to Special Police Officers between June 15, and continuing up to and including Labor Day of each year.

**ARTICLE 22
UNIFORM ALLOWANCE**

Section 1.

The Town shall provide either uniforms or a uniform allowance, for all full-time officers covered by this Agreement as follows:

- A. New Officers – In lieu of a uniform allowance, a new officer shall be provided with an initial full uniform issue, provided however, that if any such officer leaves the employment of the Hampton Police Department during that officer's probationary period, all items issued pursuant to this Section shall be returned to the Department.

and ending one week after Labor Day of each calendar year, no special police officer shall be called for private detail unless that special police officer has worked at least three (3) regularly assigned shifts for the Department the preceding week if such regularly scheduled shifts are available.

ARTICLE 24 CRUISER MAINTENANCE

Section 1.

Officers agree that they will undertake to check and add to, if necessary, gas, oil, water, battery, tire pressure and to accept the responsibility to exercise due care in the operation of assigned motor vehicles. Officers shall not, however, be held responsible for the ultimate maintenance of said vehicle.

Section 2.

Officers shall not be required to operate a vehicle which, in the opinion of the shift supervisor, is unsafe. Said vehicle shall remain out of service until inspected by either the Chief, the Chief's designee, or a Town mechanic and deemed to be safe, provided the Chief or the Chief's designee shall be notified as soon as the vehicle has been determined to be unsafe.

Section 2.

Any regular full-time Sergeant who has completed the degree requirements from an accredited college or university and has received an Associate's Degree there from, shall be entitled upon submission to the Town Manager of a diploma and/or certified transcript from the educational institution, to receive a yearly educational incentive award from the Board in the amount of Five Hundred Dollars (\$500); OR

Section 3.

Any regular full-time Sergeant who has completed the degree requirements from an accredited college or university and has received thirty (30) credit hours there from, shall be entitled upon submission to the Town Manager of a diploma and/or certified transcript from the educational institution proving said credit hours, to receive a yearly educational incentive award from the Board in the amount of Three Hundred Dollars (\$300).

Section 4.

Educational incentive payments shall be paid annually in a lump sum on the first pay period in the December after it has been earned. Educational incentive payments shall be on a pro rata basis for any individual covered by this Agreement who enters or leaves the employ of the Board, or who fulfils the necessary requirements for the award after January 1 of the applicable year.

Section 5.

The educational incentives provided by this Article shall only be earned for job related education. However, this Section shall be grandfathered so that all Regular Officers who have education in non-job related fields, as of April 1, 1990, and are currently receiving an educational incentive shall continue to receive said incentive.

**ARTICLE 28
GRIEVANCE PROCEDURE**

Section 1.

A grievance is defined as a written dispute, claim or complaint which is filed and signed by the Association or the Board and which arises under and during the terms of this Agreement. Grievances are limited to matters of interpretation or application of specific provisions of this Agreement, except where such provisions have been excluded. Either the Association or the Board has the right to initiate a grievance in accordance with the provisions of this Article.

Section 4.

If said grievance is not reported and/or processed within the time limit set forth in this Article, the matter shall be dismissed and no further action shall be taken in respect to such grievance.

Section 5.

Should any grievance, as defined in Section 1 above, arise which cannot be settled within the scope of the foregoing sections of this Article, except for disputes or grievances arising out of contract negotiations, either the Board or the Association may submit such grievance to arbitration as follows:

- A. If the Association is not satisfied with the disposition of its grievance by the Board or if no written disposition has been rendered within twenty-one (21) working days (i.e. Monday through Friday excluding holidays) after filing with the Board, the Association may submit, in writing, a request to the American Arbitration Association to appoint an arbitrator to hear said grievance in accordance with the rules and regulations of the American Arbitration Association within seven (7) days after the decision of the Board or expiration of time for same as noted above. If the Association fails to submit such written request for appointment of an arbitrator to the American Arbitration Association within seven (7) days, the grievance shall be deemed abandoned and no further action shall be taken with respect to such grievance.
- B. The arbitrator shall not have the power to add to, ignore or modify any of the terms and conditions of this Agreement. The arbitrator's opinion shall not go beyond what is necessary for the interpretation and application of express provisions of this Agreement.
- C. Excluded from arbitration are unadjusted grievances which question the exercise of rights set forth in Article 4, Sections 1 and 2 of this Agreement entitled "Management Rights" and Article 10, Section 5 entitled "Promotions", or which questions the use or application of any right over which the Board has unilateral jurisdiction.
- D. The decisions of the arbitrator shall be binding on both parties. However, both parties shall have a right to appeal to the New Hampshire Courts under the provisions of New Hampshire RSA Chapter 542, as amended. It is hereby specifically agreed by the Board and the Association that this contract and grievance procedure clause are subject to the provisions of New Hampshire RSA Chapter 542, as amended except for NH RSA 542:6.

provision or application will not be deemed valid and subsisting, except to the extent permitted by law, provided however, that all other provisions of the Agreement and application thereof shall continue in full force and effect.

**ARTICLE 31
DURATION OF AGREEMENT**

Section 1.

Implementation of this Agreement is contingent upon these cost items being ratified by the Hampton voters by a duly warned Town meeting warrant article at the March 2012 Town Meeting. The terms of this Agreement shall commence on April 1, 2012 and continue until Midnight, March 31, 2014.

Signatures

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals by their duly authorized officers and representatives, this 4TH day of JUNE, 2012.

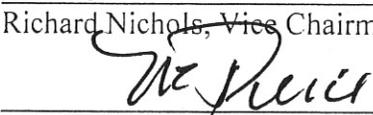
TOWN OF HAMPTON



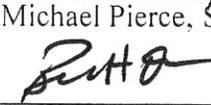
Rick Griffin, Chairman



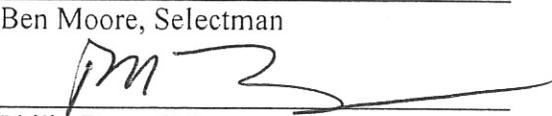
Richard Nichols, Vice Chairman



Michael Pierce, Selectman

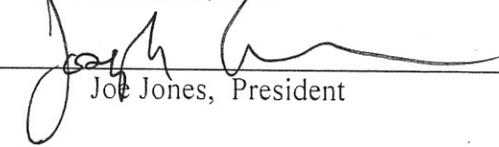


Ben Moore, Selectman



Philip Bean, Selectman

**THE HAMPTON POLICE
ASSOCIATION, INC.**



Joe Jones, President

**TOWN OF HAMPTON
SELECTMEN**

&

**THE HAMPTON POLICE AND
SERGEANT'S ASSOCIATIONS, INC**

April 1, 2012

ADDENDUM

WHEREAS, the above referenced parties entered into collective bargaining agreements effective April 1, 2012;

WHEREAS, the Town of Hampton is willing to offer additional health insurance plan options without increasing the amount contributed by the Town in accordance with the cost projections provided to the voters at the 2012 Town of Hampton Annual Town Meeting;

WHEREAS, the above referenced unions wish to offer such additional health insurance plan options to their members understanding the added cost over and above the Town's existing obligations under such collective bargaining agreements shall be paid by the employee.

NOW THEREFORE, the undersigned parties agree to add the following language to the respective collective bargaining agreements effective April 1, 2012.

ARTICLE: HEALTH INSURANCE

Full time employees wishing to secure other coverage available through NHMA Health Insurance JY M\$1, BC3T5RDR-R \$3/15/M1 (Blue Choice 3 Tier) or BC3T20-R\$3/15M\$1 (Blue Choice 3 Tier) may do so with the Town contributing an amount not to exceed the equivalent of eighty-five (85%) percent of such sums as necessary each month for each full-time employee to maintain single person, two person or family coverage in the Blue Cross/Blue Shield (Blue Choice 3 Tier) BC3T5RDR-R\$10/20/45 plan. Employees shall pay the remaining premium for

the plan through payroll deduction from each paycheck; such amount shall be deducted in accordance with Section 125 of the Internal Revenue Service Code.

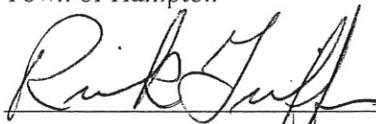
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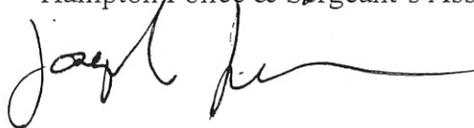
Date

04/06/2012

Town of Hampton



Hampton Police & Sergeant's Assn., Inc



TOWN OF HAMPTON SELECTMEN

&

THE HAMPTON POLICE AND SERGEANT'S ASSOCIATIONS, INC

ADDENDUM

WHEREAS, the above referenced parties entered into collective bargaining agreements effective April 1, 2012;

WHEREAS, these Collective Bargaining Agreements incorporated language from a Tentative Agreement which was signed in the fall of 2011;

WHEREAS, in the paragraph entitled Private Details, the Tentative Agreement states in Section 2: "Private details shall be compensated as follows: paragraph A., Regular details: thirty two (\$32.00) dollars upon ratification and thirty five (\$35.00) dollars per hour effective 4/1/2013, or the officer's overtime rate whichever is higher;"

WHEREAS, a legitimate misunderstanding has developed between the parties as to the date the increase to \$35.00 per hour was intended to go into effect;

WHEREAS, increasing the Private Detail rate to thirty five \$35.00 dollars per hour effective May 10, 2012 does not constitute a "cost item" requiring voter approval because such rates are paid by private contractors;

NOW THEREFORE, the undersigned parties, in an effort to avoid unnecessary disputes and disagreements, have agreed to replace/revise the relevant language in the respective collective bargaining agreements to read as follows:

ARTICLE: PRIVATE DETAILS (BOTH)

Section 2.

- A. Regular details: thirty two (\$32.00) dollars or the officer's overtime rate (whichever is higher) upon ratification. This amount shall increase to thirty five (\$35.00) dollars per hour or the officer's overtime rate (whichever is higher) on May 10, 2012.

JUNE 6, 2012
Date


Town of Hampton

JUNE 6, 2012
Date


Hampton Police & Sergeant's Assn., Inc