AGREEMENT

between

HAMPTON BOARD OF SELECTMEN

and

THE HAMPTON POLICE ASSOCIATION, INC
(Sergeants)

For the period
4/1/2016 to 3/31/2019

Effective date: 4/1/2016

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ARTICLE 1
PURPOSE

Section 1.

The intent and purpose of this Agreement is to (1) establish certain hours of work, rates of pay and other conditions of employment such as job security, employee rights, seniority, residency, promotions, personnel reduction, police station and equipment safety and fringe benefits; and (2) establish procedures for the resolutions of disputes concerning the interpretation and application of this Agreement. It is agreed by the parties that this Article shall not be subject to the grievance or arbitration provisions as set forth in Article 28, "Grievance Procedure".

ARTICLE 2
RECOGNITION AND BARGAINING UNIT DESCRIPTION

Section 1.

The Board hereby recognizes the Association as the exclusive representative and sole bargaining agent for the purpose of collective bargaining for permanent employees in the following job classifications in the Hampton Police Department.

Full-time Police Officers in the rank of Sergeant performing regular Police Officer work.

ARTICLE 3
ASSOCIATION SECURITY

Section 1.

It shall be a condition of employment that any employee in the bargaining unit who is not a member of the Hampton Police Relief Association, Inc. on or after the thirtieth day following the beginning of employment or on the effective date of the Agreement, whichever is later, shall pay a service fee to the Association which shall be equal to the individuals pro rata share of the costs of collective bargaining and contract administration.

Section 2.

The Association undertakes to defend, indemnify and hold the Town harmless from any and all liability, loss or damage the Town may suffer as a result of any and all claims, demands, costs or judgments against it arising out of any dispute concerning agency fee deductions and assessments carried out pursuant to the provisions of Section 1, Article 3 above.

ARTICLE 4
MANAGEMENT RIGHTS

Section 1.

The Association recognizes the prerogative of management to operate and manage its affairs in all respects in accordance with existing laws and regulations of the appropriate authorities, including

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".

Section 2.

The Association agrees that it will not interfere with the rights of any or all non-members employed by the Department or other Departments of the Town. 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".

Section 3.

Any citizen (i.e., anyone other than an employee of the Hampton Police Department) who has a complaint against any employee covered by this Agreement which will result in a detrimental entry in the personnel file of that employee shall be processed in writing and signed by the complainant. Before disciplinary action is taken or an entry in the personnel file is made there shall, if requested by the employee involved, be a meeting of the complainant, the employee involved, and the Chief of Police.

Section 4.

Any material to be placed in an individual's personnel file shall be dated and initialed by the employee prior to filing.

Section 5.

All information pertaining to an employee, covered under this Agreement, shall be maintained in that employee's personnel file.

ARTICLE 6
NO STRIKE CLAUSE

Section 1.

Under no circumstances will the Association cause, encourage, sponsor or participate in any strike, sit-down, stay-in, sick-in, work slowdown, picketing of any kind while on duty, multiple resignations, withholding of services or curtailment of work or restrictions or interference with the operations of the Police Department or any other Department of the Town of Hampton during the term of this Agreement. In the event of any such activity, the Board shall not be required to negotiate on the merits of the dispute which gave rise to such activity until any and all such activity has ceased.

Section 2.

Should any employee or group of employees covered by this Agreement engage in any activity prohibited by Section 1 above in the opinion of the Board, the Association shall, if requested by the Board, forthwith inform the Board whether or not the activity constitutes a labor dispute.

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 competed 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.

B. In the event that more than one employee was employed on the same date, then the seniority shall be determined according to the grade received on their entrance examination.

Section 2.

Should the Board or Town Manager decide to formally lay off any officer covered by this Agreement, the officer with the least seniority shall be laid off first and rehired in the inverse order of layoff in accordance with the procedure set forth below in Section 4.B of this Article. No new employees shall be hired to fill any vacancies created by formal layoff until all officers who have been laid off for fifteen (15) months or less have been given an opportunity to return to work. Regular permanent full-time Sergeants shall be laid off on the basis of their seniority as set forth on a seniority list for such regular permanent full-time sergeants.

Section 3.

Within thirty (30) days after the signing of this Agreement, and by January 1st each year thereafter, a list of full-time Sergeants, as covered under this Agreement, arranged in order of their seniority on their respective lists, shall be posted in a conspicuous place at Headquarters and a copy furnished to the Association. Claims for corrections to such lists must be made in writing to the Chief or his designated agent within ten (10) days after such posting and after such time, the lists will be regarded as correct.

If, during the period between posting, any changes occur that affect the seniority status, a new and revised list shall be posted as soon as possible.

Section 4.

A. In the event of a recall to work after a formal layoff, notices of recall shall be sent by certified or registered mail or telegram to such employees who are available and have the necessary qualifications, skill, ability and physical fitness to perform the work required. Such notices of recall shall be sent to the qualified employee's last known address as shown on the Board records. The recall notice shall state the time an date on which the employee is to report back to work. A recalled employee shall be given at least five (5) calendar day's notice, excluding Saturday and Sundays, to report to work. In the event a recall is necessary on less than five (5) days' notice, the Town may call upon the laid-off employees, either personally or by telephone, until an employee, who is qualified and able to return to work immediately is located. In such a case, the qualified employee able to return to work immediately will be given a temporary assignment not to exceed five (5) work days, and employees who are otherwise qualified to perform the work but were passed over because of their inability to return to work immediately will be given notice to

report for work at the end of said 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.

ARTICLE 10
TEMPORARY SERVICE OUT OF RANK

Section 1.

Members of the Department covered by this Agreement who are required and formally and specifically assigned by the Chief to assume the duties and responsibilities of a higher rank shall be compensated at the first step in the salary scheduled at that higher rank which is at least five (5%) percent higher than the assigned officer's present salary.

Section 2.

Members who are assigned such higher rank as described in Section 1 above, shall remain a member of the same bargaining unit at the time of the employee's assignment to higher rank as long as the employee's service at higher rank remains temporary.

ARTICLE 11
HOURS OF WORK

Section 1.

The hours of work of Police Sergeants, except those covered by Section 2, shall be so established by the Chief of Police so that the normal work week shall consist of four (4) eight-hour days followed by forty-eight (48) hours off. During the period of shift rotation, police officers shall retain the same days off so as not to disrupt the four-two schedule. In the event that it is impossible to maintain the same days off, then any officer who works six (6) or more consecutive days in a pay period shall receive one day off in the next pay period plus the officer's overtime rate where applicable.

Section 2.

The hours of work for the positions of detective, court officer and secretary shall be so established by the Chief of Police so that the normal work week shall consist of five (5) consecutive eight hour days followed by forty-eight (48) hours off, provided however, that each member holding one of these full-time positions shall be granted two (2) days, or their equivalent, off every six weeks, provided said off days shall not accumulate beyond the end of the year.

Section 3.

Sergeants assigned to the Patrol Division shall choose their shifts two times each year. Their primary shift assignment shall begin on September 15th of each year and shall extend through May 31st of the following year. Their summer shift assignment shall begin on June 1st of each year and shall extend through September 14th of the same year. Sergeants shall select their shifts in the following manner:

A. Shift selection shall be made by the sergeants in the order of their seniority as sergeants with the Hampton Police Department.

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.

Section 4.

Employees on the 11:00 P.M. to 7:00 A.M. shift as well as Detectives and Prosecutors on all shifts, may use the Department's physical fitness equipment (Fitness Room) during their departmentally defined meal break provided their immediate supervisor has given prior approval and agreement that they are subject to immediate recall to duty status.

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.

Section 5a.

It is agreed by the parties, that all current Sergeants as of April 1, 2000, will continue to head the "Regular Police Officer" seniority list. Any Officer who was/is promoted to the rank of Sergeant after April 1, 2000, shall remain in their true place of seniority based on their date of hire and shall not be automatically placed at the head of the list.

Section 5b.

Any police officer or Sergeant who retires from full time employment with the Town who has twenty or more years of service within one or more of the HPA bargaining units, and is retained by the department as a part-time officer, shall be placed at the top of the part time seniority list in order of his/her seniority as compared to other full time retirees with such service.

Section 6.

It is agreed by the parties, that, in exceptional/emergency situations and/or budgetary considerations, the Chief may fill any assignments or vacancies in such a manner as the Chief may determine.

Section 7.

If a member of the Association makes a mistake in the call procedure set forth in Sections 5 and 6 of this Article and any Officer loses the opportunity to work as a result thereof, any time lost as the result of such mistake shall not be subject to the Grievance Procedure set forth in Article 28 of this Agreement.

Section 8.

Officers at their discretion may, in lieu of overtime payment, elect to receive and bank compensatory time computed at the rate of one and one half times for up to six (6) months. Notification of this election must be made be made during the pay week the overtime is originally worked. Said "bank" shall not exceed a total of forty hours at any period and must be used within six (6) months of accrual. The use of compensatory time earned under this section shall require approval of the Chief of Police or his designee no less and 24 hours in advance.

ARTICLE 13
COURT AND HEARING APPEARANCE

Section 1.

A. Any full-time officer, covered by this Agreement, required by the Department to testify in court or hearing, during off-duty hours, shall be entitled to a minimum of three (3) hours at one and one-half (1 ½) times the officer's regular hourly rate of pay, either by the Court or by the Board in combination. Time in excess of three (3) hours shall be paid by the Board at the officer's regular hourly rate for actual time spent to the nearest quarter hour.

B. Any officer required to attend any court hearing outside the Town of Hampton shall compensated at the current State of New Hampshire rate per mile, for actual miles driven with the Officer's private vehicle, if no department vehicle is available.

ARTICLE 14
EXCHANGE OF DAYS OFF

Section1.

Sergeants covered by this Agreement, may be permitted to exchange two eight (8) hour shifts per pay week with other full-time officers who are not on probation with the approval of the Chief or Chief's designated agent. Such request for exchange shall be made at least one (1) day prior to the date of exchange and such request must be submitted in writing prior to the actual date of exchange. The Chief shall respond to the request within a reasonable amount of time after the Chief or the Chief's designated agent receives actual notice of the request. All arrangements for exchanged time off will be made by the 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.

Section 2.

Full-time officers who work on Memorial Day, July 4, Thanksgiving Day, Christmas Day, or New Year's Day shall be paid one and one-half (1 ½) the officer's regular rate of pay for the time actually worked.

ARTICLE 16
VACATIONS

Section 1.

Vacation shall be earned in accordance with the following schedule:

After one (1) through five (5) years of continuous service (one week of which may be taken after six continuous months of service) – 2 weeks

Six (6) through ten (10) years of continuous service – three (3) weeks

Ten (10) or more years of continuous service – four (4) weeks

Notwithstanding the foregoing, employees who are employed by the Town as of April 1, 2012, shall have the following additional vacation time:

Sixteen (16) years or more of continuous service shall receive one (1) additional day (over four weeks) for each year of service over 15.

Vacation must be taken in the year that it is earned or it will be lost for the year; except that up to three (3) weeks may be carried over upon the written request to the Chief and written approval by the Chief.

Section 2.

Any vacation choices shall be made as much as possible on the basis of seniority. These choices shall be subject to the following criteria:

1. The proper vacation request form must be completed.

2. This form must be submitted to the Chief of Police or the Chief's designee for approval.

3. The Chief of Police or Chief's designee will arrange for coverage in accordance with this Agreement and the Department's Vacation Leave Procedures.

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.

f. No patrol officer shall be relieved from duty until the levels of staffing for the next shift are determined to be adequate by the Chief of Police or Chief's designee.

Section 3.

If an officer takes more vacation than is earned, and is then terminated or leaves the service of the Department for any reason, the "owed" vacation will be paid back to the Board from severance pay or final pay, and the employee will be billed for the value of the unearned vacation time, if there is still a shortfall.

Section 4.

Sixteen (16) hours of personal leave per year shall be granted to any full-time employee who requests them. The hours shall not be accumulated from year to year.

ARTICLE 17
SICK LEAVE

Section 1.

Sick leave shall be earned at the rate of eight (8) hours for each month worked, accumulated to a maximum of one thousand (1,000) hours. Employees who have more than one thousand (1,000) hours accumulated as of April 1, 1994, may accumulate sick leave to a maximum of one thousand three (1,300) hours. Employees who have more than one thousand three hundred (1,300) hours accumulated as of April 1, 1994, shall retain and be permitted to maintain but not exceed said accumulated hours. Upon voluntary quit (after five (5) years continuous service), the Board will pay to the officer an amount representing twenty-five (25%) of the accumulated unused sick leave at the time of the voluntary quit. Upon retirement (after five (5) years continuous service), the Board will pay to the officer an amount representing one hundred (100%) percent of the accumulated unused sick leave. For purposes of the aforesaid voluntary quit or retirement payments, employees with a date of hire on or after April 1, 1994, shall be paid their unused sick leave to a maximum of four hundred (400) hours.

Section 2.

A) The Town shall create and maintain a Town Wide Sick Leave Bank to be used by participating union employees of the Town herein referred to as "The Bank".

B) All employees covered by this agreement shall be allowed participation in The Bank and shall contribute 1 hour per month of their personal sick leave into The Bank.

C) If there is a negative balance in The Bank, the number of hours to be contributed monthly per contributing employee shall be increased to the accelerated rate of four (4) hours per employee, per month, until the Sick Bank balance again becomes positive.

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 seven-hundred twenty (-720) hours or higher in the negative, all grants of hours including those current shall stop until the deficit is less than seven-hundred-twenty (-720) 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 five members, a singular member appointed from each union of the Town and a member representing the Town appointed by the

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) Deleted (2016)

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.

J) The bank shall be deemed fully funded when the total number of hours in the bank is ten thousand (10,000), at which time contributions to the Bank will cease. Contributions will resume as needed to maintain the 10,000 hours.

K) There shall be no calculation made by the Town as to the value of each given hour in the Bank. Hours as needed shall be given to an employee regardless of that employee's hourly rate or time and one-half rate. An hour is an hour regardless of that employee's pay or benefits.

L) Should a person leave the employment of the town and have an accrued sick leave balance that is not reimbursable to the employee then that balance shall be forwarded to the bank and increase the bank balance accordingly.

M) Any new employee shall make their one hour per month contribution to the bank once they have accumulated a forty-hour (40) balance.

N) Employees shall be entitled use of The Bank hours within the following guidelines and limits:

1) The employee has an illness or injury that is not work related and has placed the employee out of work for a period of sick leave longer than one hundred hours.

2) The employee has used one hundred sixty (160) hours of his or her own personal accumulated sick leave. At that time the employee will draw sick leave from the bank.

3) In the event that an employee does not have one hundred sixty (160) hours then the employee shall draw their sick leave down to a negative balance, then the Bank will be activated provided all of their personal and vacation leave has been used; however, the employee shall not be required to use vacation leave in an amount that together with their sick time exceeds one hundred and sixty (160) hours.

4) Each separate occurrence will require the employee to use one hundred sixty (160) hours of his or her own sick leave before time is withdrawn from the Bank.

5) At no time will an individual be expected to reimburse the bank for any time used from the bank other than the one (1) hour per month contribution.

6) Employees shall be allowed to use not more than one year of assets from the Bank after the 160 hours have been met. At the end of one (1) year if the employee is still sick then they may remain on leave using their current balance of their personal sick leave account as mentioned in Section 1 of this Article.

7) All contributions made to the Bank shall be the property of the Bank with no value assigned to individual employees with regard to contribution(s). Said property of the Bank is intended to be distributed to an employee who meets the aforementioned criteria.

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.

11.) Employees who are receiving benefits from the Sick Leave Bank may return to duty on a light duty basis full or part time in order to reduce the amount of leave utilized from the Sick Leave Bank if the following are met:

1.) A Medical clearance note is received prior to return describing any limitations of the employee.
2.) The Chief agrees (not unreasonably withheld) and light duty work is available.
3.) The originating injury or illness while under continuous treatment is considered one event until the employee is medically cleared for full duty.
4.) The movement in or out of light duty as described above will be covered in the sick bank, however it will not affect any existing timelines or other existing sick bank requirements.
5.) If during the "light duty" status the employee has a temporary "illness" Ex. The flu, that number of hours will come from their own account not the bank. Any new injury or illness will be considered a new event under the existing rules.

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 insurance. It is understood that if an employee opts to fund insurance programs they must fund the entire amount (i.e. currently the employee contributes 10 percent of the annual premium of the health insurance policy). Thus if the employee opts to fund their share of the insurance they must fund the entire 10 percent.

b. Make contributions to the employee's Individual 457 Tax Deferred Retirement Plan.

c. The hourly amount shall be available to the employee to be used as vacation in the following year. Hours shall be counted 3 for 1 so that an employee turning back 90 hours shall be given an additional 30 hours of vacation at a time of the employee choosing. The cap on additional vacation shall be no more than one week of each employee's typical vacation. This vacation time may be carried over if approved and it shall be reimbursable upon retirement or quit with other vacation or sick leave.

d. In the case of Employees that have reached their cap, as outlined in Article 19 entitled "Sick Leave", if no response is made by October 1st then the hour/dollar amount over the employees cap shall be turned into the Bank, and no action shall be taken. The employee's sick leave shall revert to the cap amount and a new calculation year shall begin.

e. The employee's sick leave shall revert to the cap amount and a new calculation year shall begin. Part time employees shall not earn sick time nor be eligible for participation in the sick bank.

Section 3.

The Town may require a physician's statement if an employee is on sick leave for more than three (3) days.

ARTICLE 18
INJURY LEAVE

Section 1.

The Town shall provide workers' compensation insurance for all employees of the Town as prescribed in the State Statutes.

Section 2.

When a permanent officer is absent from duty after sustaining a personal injury or illness arising out of or in the course of employment, the officer shall be paid according to RSA 281-A:15. Computing Average Weekly Wages; After-Tax Earnings for a period not to exceed one (1) year.

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.

For employees hired prior to April 1, 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 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 employees hired after April 1, 2014, 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 hired after April 1, 2014 (new hires), the Town agrees to pay eighty percent (80%) 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, as eligible. In the event the Parties are unable to reach agreement on a successor agreement, the new hire's contributions to health insurance shall be frozen at the contribution amount at the time the contract expired and shall remain that amount until a new agreement is reached or five years which ever occurs first.

For full time employees hired after April 1, 2014 (new hires), who wish to secure coverage through NHMA Health Insurance Blue Cross/Blue Shield (Blue Choice 3 Tier) BC3T5RDR-R10/20/45 may do so with a Town contribution of seventy five percent (75%) of such sums as necessary each month for each full-time employee to maintain a single- person, two-person, or family coverage, as eligible. In the event the Parties are unable to reach agreement on a successor agreement, the new hire's contributions to health insurance shall be frozen at the contribution amount at the time the contract expired and shall remain that amount until a new agreement is reached or five years which ever occurs first.

For full time employees hired after April 1, 2014 (new hires), who wish to secure coverage through NHMA Health Insurance Blue Cross/Blue Shield (Blue Choice 3 Tier) BC3T20-R$3/15M$1 may do so with a Town contribution of seventy five percent (75%) of such sums as necessary each month for each full-time employee to maintain a single- person, two-person, or family coverage, as eligible. In the event the Parties are unable to reach agreement on a successor agreement, the new hire's contributions to health insurance shall be frozen at the contribution amount at the time the contract expired and shall remain that amount until a new agreement is reached or five years which ever occurs first.

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.

The Town shall establish an employee health insurance deductible reimbursement pool funded annually at the rate of $350.00 per employee for those employees who enroll in the Matthew Thornton HMO MTB15IPDED-R3/15M$1 Plan. Each such employee with eligible deductible expenses will be initially reimbursed up to $350.00 for such deductible expenses upon submission of documentation indicating a deductible is owed or has been paid. On the last day of the fiscal year, any money remaining in the pool shall be divided on a pro rata basis among those employees who have not yet received full reimbursement of any eligible deductible expenses paid or owed during the current fiscal year.

Section 3.

If any employee opts not to take or withdraws from coverage under the Town's hospital-medical insurance plans in Section 1, the employee shall receive a yearly payment of:

a. $2,000.00 if the employee received single coverage;
b. $3,000.00 if the employee received two-person coverage;
c. $4,000 if the employee received family coverage.

Payment shall be made on December 1 of each year for the preceding year or pro-rated for any portion thereof.

Section 4.

In the event that a discrete so-called Cadillac tax is imposed, under the provisions of the Affordable Care Act for providing medical insurance coverage to members of this unit, the HPA agrees to have its members either: move to a less expensive Health Care Plan whose total premiums are below the ACA threshold for police, or have its members who do not so move be responsible to pay 100% of said tax.

***Note for clarification: it is the intent of the parties the agreement regarding the ACA Tax in the first paragraph remains a permanent part of the agreement.

ARTICLE 20
LIABILITY INSURANCE

Section 1.

The Board shall, during the term of this Agreement, continue the general and specific liability policies in the amounts and coverages in effect as of the effective date of this Agreement.

Section 2.

Nothing contained in this Article shall be construed so as to make the Board in any way liable to defend, indemnify or hold harmless any officer in the event there is no coverage under the above policies.

Section 3.

Time spent in preparation or in court by any officer pursuant to any litigation noted in Section 1 shall have such time considered as on-duty time in service.

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.

B. Sergeants assigned to Patrol: $750.00 will be provided annually for uniforms. Uniforms shall consist of those items as enumerated in the Department Rules and Regulations.

C. Sergeants assigned as Detective: $1,000 will be provided annually for uniforms and other required clothing. Uniforms shall consist of those items enumerated in the Department Rules and Regulations.

Section 2.

All specialty items (i.e. Motorcycle gear, SRT gear, etc.), and any additional outer garment or changes to the existing uniform, shall be provided by the Town and shall not be part of the officer's yearly uniform allowance.

ARTICLE 23
PRIVATE DETAILS

Section 1.

Private details are those details which are not considered as public employment by the Town, that is, supported by local property tax dollars. All private details will be compensated on the basis of four (4) hours minimum.

Section 2.

Private details shall be compensated as follows:

A. Regular details: thirty two ($32.00) dollars per hour upon ratification and thirty five ($35.00) dollars per hour effective 4/1/2013, or the officer's overtime rate whichever is higher.

B. Alcohol details: where alcohol is served for consumption, an additional three ($3.00) dollars per hour.

C. Road Construction details: thirty two ($32.00) dollars per hour upon ratification and thirty five ($35.00) dollars per hour effective 4/1/2013, or the officer's overtime rate whichever is higher but not to exceed forty two ($42.00) dollars per hour after ratification and forty five ($45.00) dollars per hour after 4/1/2013.

Section 3.

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

Section 4.

Private details shall be filled in accordance with the procedure set forth in Section 5 of Article 12 entitled, "Overtime", provided, however, that for the period beginning one week before Memorial Day 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.

ARTICLE 25
SALARY SCHEDULE

Section 1.

Wages for employees covered by this Agreement shall be as follows:

Full Time Police Sergeants	4/1/2016	4/1/2017	4/1/18
Start	$30.07	$30.97	$31.90
Four Years in Service	$31.91	$32.87	$33.86
Eight Years in Service	$33.52	$34.53	$35.57
Twelve Years in Service	$35.05	$36.10	$37.18

Detectives

Detectives shall receive an additional 6% pay over their current base pay while appointed as a detective.

Prosecutors

Prosecutors shall receive an additional 2% pay per hour over their current hourly base pay while performing prosecutorial duties. For the purposes of this provision, any work performed during the Fourth of July weekend shall by deemed as performing prosecutorial duties.

Section 2.

In addition to the provisions of Section 1 of this Article, Sergeants working the scheduled patrol shift 3:00 PM to 11:00 PM, shall receive an additional sixty cents ($.60) per hour, and those regular Sergeants working the scheduled patrol shift 11:00 PM to 7:00 AM shall receive an additional one dollar and fifty cents ($1.50) per hour over the base pay rate.

ARTICLE 26
LINE OF DUTY DEATH BENEFIT

Section 1.

The Board, at no cost to the employee, shall provide to all full-time regular officers covered by this Agreement, term life insurance at face value equal to employee's base pay to nearest $1,000. Said insurance policy shall provide that coverage paid for an officer's death in the line of duty shall be double.

ARTICLE 27
EDUCATIONAL INCENTIVES

Section 1.

Any regular full-time Sergeant who has completed the degree requirements from an accredited college or university and has received a Bachelor'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 One Thousand Dollars ($1,000); OR

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 2.

Whenever an employee in the Bargaining Unit has a grievance as defined above, the following procedure shall be utilized or such grievance shall be deemed waived.

A. The employee shall file the grievance, in writing, with the Association within five (5) calendar says from the date of the event which gives rise to the alleged grievance. The Association shall review the merits of the grievance.

B. The Association shall, if wishing to process the grievance, file said grievance with the Chief of Police or his designated agent for disposition within five (5) calendar days after the grievance was filed with the Association.

C. If the Association is not satisfied with the disposition of its grievance by the Chief, or if no written decision has been rendered within fourteen (14) working days (i.e., Monday through Friday excluding holidays) after filing with the Chief, the Association may file the grievance with the Town Manager for disposition within nineteen (19) working days after said grievance was filed with the Town Manager.

D. If the Association is not satisfied with the disposition of its grievance by the Town Manager or if no written decision has been rendered within fourteen (14) working days (i.e. Monday through Friday excluding holidays) after filing with said Town Manager, the Association may file the grievance with the Board for disposition within thirty (30) working days after the grievance was filed with the Board.

E. All parties to this grievance procedure shall make every effort to meet to discuss the merits of the grievance within the allotted time frames. If scheduling conflicts prevent either side from meeting during the scheduled time allotted, the parties may agree to extend the time limits to accommodate the conflict. However, no extension of time can exceed beyond an additional thirty days from the allotted time frames. Agreement from the parties to extend the time limits shall not be unreasonably withheld.

Section 3.

Any mutually satisfactory disposition reached as a result of action taken above shall be final and binding upon the parties as to the matter in dispute.

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.

Section 6.

The expenses of the arbitrator shall be shared equally by the parties. Each party shall make arrangements for and pay the expenses of witnesses which are called by them.

Section 7.

The Board shall have the right to initiate a grievance growing out of a dispute, claim or complaint arising under and during the term of this Agreement, provided, however that the Board may, in its discretion submit any claim by the Board for breach of Article 6 of this Agreement, entitled "No Strike Clause" to any forum of the Board's choice. In the event the Board initiates a grievance, it shall do so by filing said grievance with the Association within seventy-two (72) hours from the date of the event which gives rise to the alleged grievance. If the matter is not resolved by and between the Board within fourteen (14) calendar days from the date the Board submitted said grievance to the Association, the Board may submit a written request to the American Arbitration Association to appoint an arbitrator to hear said grievance in accordance with its rules and regulations; and the provisions of Section 5.B, C. and Section 6 of this Article shall apply to such proceedings.

Section 8.

Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Police Department and having the grievance adjusted without the intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement.

ARTICLE 29
SAFETY AND HEALTH

Safety is of major concern for both the Board and the Association. Therefore, both agree to observe all good health and safety procedures.

ARTICLE 30
SEPARABILITY

Section 1.

This Agreement represents the entire agreement between the parties and no amendment, alteration or variation of the terms or provisions of this Agreement shall bind the parties hereto unless made and executed in writing by such parties. If any provisions of this Agreement or application of any employee or group of employees, covered by this Agreement, is found contrary to law, then such provision or application will not be deemed valid and subsisting, except to the extend 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 2016 Town Meeting. The terms of this Agreement shall commence on April 1, 2016 and continue until Midnight, March 31, 2019.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals by their duly authorized officers and representatives, this 28th day of March, 2016.

TOWN OF HAMPTON

Russell Bridle, Chairman

James Waddell, Vice Chairman

Richard Griffin, Selectman

Phillip Bean, Selectman

Regina Barnes, Selectman

THE HAMPTON POLICE ASSOCIATION, INC.

Christopher Gilroy, President HPA 3/30/16