

The Town of Weare, New Hampshire
and the
New England Police Benevolent Association, Inc.,
Local 245

The Weare Police Department Employees

April 1, 2023 - March 31, 2024



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PREAMBLE

This agreement is entered into by the Town of Weare, hereinafter referred to as the Town/Employer and the New England Police Benevolent Association, Local 245, hereinafter referred to as the Union. It is the purpose of this agreement to achieve and maintain harmonious relations between the Town and the Union; to provide for the equitable and peaceful adjustments of differences, which may arise, and to establish standards of wages, hours and other conditions of employment.

ARTICLE 1 RECOGNITION

- 1.1 The Town hereby recognizes the Union as the exclusive bargaining unit representative, pursuant to the provisions of New Hampshire RSA 273-A for all non-probationary regular full and part time employees in the position of Captain, Sergeant, Corporal, Patrol Officer (including Detective, and School Resource Officer), and Clerk.
- 1.2 It is specifically agreed by the parties hereto that any rights, duties, or authority existing by virtue of the New Hampshire Revised Statutes Annotated not specifically abridged or limited by any of the provisions of this agreement shall prevail.
- 1.3 Regular full-time employees shall be regularly scheduled to work a schedule of forty (40) or more hours per week.
- 1.4 Part-time employees shall be scheduled to work not more than thirty (30) hours per week. Unless specifically provided herein, part-time employees shall not be eligible for benefits.

ARTICLE 2 MANAGEMENT RIGHTS

- 2.1 Except as otherwise expressly and specifically limited by the terms of this Agreement, the Employer retains all its customary, usual, and exclusive rights, decision-making, functions, and authority connected with its responsibility to manage the affairs of the Employer or any part of the Employer. The rights of employees in the bargaining unit and the Union hereunder are limited to those specifically set forth in this Agreement, and the Employer retains all functions, and rights not specifically set forth in this Agreement. The Employer shall have no obligation to negotiate with the Union with respect to any such subjects or the exercise of its discretion and decision-making with regard thereto, any subjects covered by the terms of this Agreement and closed to further negotiations for the terms thereof, and any subject which was or might have been raised in the course of collective bargaining but is closed for the term hereof.
- 2.2 Without limitation, but by way of illustration, the exclusive functions, and rights of the Employer shall include the following, unless specifically modified by the terms of this Agreement.
 - a. To direct and supervise all operations, functions, and reasonable policies of the Employer in which the employees in the bargaining unit are employed.

- b. To close or liquidate an office, branch, operation or facility, or combination of facilities, or to relocate, reorganize, or combine the work of divisions, offices, branches, operations or facilities for budgetary or other reasons.
 - c. To determine the need for a reduction or an increase in the work force and the implementation of any decision with regards thereto.
 - d. To establish, revise, and implement standards for hiring, classification, promotion, quality of work, safety, materials, uniforms, appearance, equipment, methods, and procedures. It is jointly recognized that the Employer must retain broad authority to fulfill and implement its responsibilities and may do so by written work rule.
 - e. To implement new, and to revise or discharge, wholly or in part, old methods, procedures, materials, equipment, facilities, and standards.
 - f. To assign and distribute work.
 - g. To assign shifts, workdays, hours of work, and work locations in accordance with the provisions set forth in this Agreement.
 - h. To determine the need for and the qualifications of new employees, transfers, and promotions not inconsistent with the terms of this Agreement.
 - i. To discipline, suspend, demote, or discharge an employee for just cause.
 - j. To determine the need for additional educational courses, training programs, on-the-job training and cross training, and to assign employees to such duties for periods to be determined by the Employer not inconsistent with the terms of this Agreement.
- 2.3 The exercise of any management function, or right which is not specifically modified by this Agreement is not subject to the grievance procedure, to arbitration, or, as set forth above, to bargaining during the term of this Agreement.

ARTICLE 3

EMPLOYEE RIGHTS

- 3.1 The Town shall recognize the duly authorized officers and representatives of the Union as follows: Local President, Local Vice President, Local Secretary, Local Chief Steward, Chapter Chairperson, Chapter Steward(s) and Negotiating Team members.
- 3.2 The Union shall advise the Town within thirty (30) days of this agreement of the names of the aforementioned officers and representatives of the Union. The Union shall advise the Town within thirty (30) days of any changes in the aforementioned officers and/or representatives of the Union.
- 3.3 The Union officers and/or his/her designees shall be permitted, when necessary to conduct Union business between the Town and the Union including but not limited to grievances, negotiations, and consultations with the Town during their regularly scheduled shift with no loss of pay. Attendance at Union meetings by any member while on duty shall be allowed, provided:

- a. They have the prior approval of the Chief of Police or his/her designee.
 - b. The amount of time in which officers are engaged in such activity is reasonable.
 - c. Officers engaged in such shall be subject to call.
- 3.4 The Town shall provide the Union with a bulletin board at a mutually agreeable place for posting of materials pertaining to Union business and Union activities. The Union shall not post any offensive material. The Union shall have the right to grieve the removal of any material from the bulletin board by the Town.
- 3.5 The Town and the Union agree not to discriminate against any employee covered by this agreement in conditions of employment in order to discourage or encourage membership in the Union or to discriminate against any employee because the employee has given testimony or taken part in a grievance procedure or proceeding of the Union.
- 3.6 The Town and the Union reaffirm and will maintain the policy not to discriminate against any person because of race, color, national origin, citizenship, religion, sex, marital status, age or disability; and protected status under Federal and State discrimination laws. All such claims under this section shall be initiated through the grievance procedure herein before taking action with state or federal agencies. This requirement shall not, however, restrict the filing of claims or complaints as to prevent the expiration of time limits or appeal right set forth by statute or regulation.
- 3.7 Upon the approval of the Chief, any Union member who holds a position on the Executive Board of the Local shall be granted time off without pay and without loss of seniority to conduct business of the Local provided that prior notice is given to the Chief and that such time off is necessary and will not result in any cost to the Town.
- 3.8 In all cases where a complaint is brought against an officer by a civilian or another officer, the following procedures shall be followed:
- a. The Chief or his/her designee shall take reasonably prompt steps to investigate the complaint and may inform the subject of the complainant, as necessary, of the nature of the complaint and the name of the complainant. If the Chief or someone acting in his/her capacity determines that there is a basis for the complaint, the Chief shall inform the officer complained of, the complaint and the name of the complainant.
 - b. Any disciplinary action based on the complaint shall be subject to the Discipline and Termination and Grievance Procedure Articles of this Agreement.

ARTICLE 4

DUES DEDUCTION

- 4.1 The Town agrees to deduct from the employee's payroll, Union dues for each employee, upon receipt of written authorization for such deduction. Requests for deduction shall be in writing, signed by the employee on an authorization card supplied by the Union in a form acceptable to the Town.

Deductions shall be made from the employee's paycheck for the amount of dues for that pay period as certified by the Local Treasurer. The Town agrees to pay over monthly to Business Manager, New England Police Benevolent Association Treasurer, 107 Technology Drive, Suite 102, North Chelmsford, MA 01863 the amounts so deducted along with a list indicating who has paid said amounts.

- 4.2 If an employee has no check coming in any pay period, or if the check is not large enough after other deductions to pay dues, then in that event no deduction is made for that employee and no payment required of the Town. In no case is the Town required to collect fines or assessments for the Union beyond regular dues/representative fee.

ARTICLE 5

STRIKES AND LOCKOUTS

- 5.1 Under no circumstances will the Union cause, encourage, sponsor, or participate in any strike, sit-down, stay-in, stay-out, work slowdown, withholding of services or any curtailment of work or restriction of interference with the operation of the Department or the Town and the town agrees not to engage in any lockout.
- 5.2 Should any employee or group of employees covered by this agreement engage in any such prohibited activity prohibited under section 1 the Union shall forthwith disavow any such activity and shall use all means to induce such employee or group of employees to terminate such activity forthwith. It is understood that any employee violating this article may be subject to disciplinary action up to and including termination.

ARTICLE 6

CONSULTATION

- 6.1 It is agreed upon and understood that the employment relationship is an appropriate matter for consultation between the parties. Consultation may be requested by either party in writing stating the reasons for the requested meeting and the proposed agenda or topic of consultation.
- 6.2 A mutually agreeable meeting date shall be established provided that such date shall be within ten (10) working days of receipt of the written notice. The time may be extended by agreement of the parties.
- 6.3 At such meeting the Union shall be entitled to have present not more than three (3) bargaining unit representatives and the Town shall be entitled to have up to three (3) representatives, unless additional representatives for either or both parties be permitted by prior mutual agreement.
- 6.4 Nothing contained herein shall prevent the Union from consulting with the Town at any time if matters of mutual concern of an urgent or emergency nature arise.
- 6.5 Consultation meetings shall not serve as a substitute for collective bargaining and any such meetings shall not result in any action in violation, modification or in contradiction with the terms of this agreement.

ARTICLE 7

PROBATIONARY PERIOD & SENIORITY

The probationary period is time designated to assess an employee's performance and ability. The probationary period for any sworn member shall commence upon the date of hire and remain in effect for six (6) months following Certification or the completion date of the member's field training program, whichever is longer. A non-sworn employee shall be considered a probationary employee for six (6) months from the date of hire. Probationary employees are considered at will employees and may be terminated without cause and shall not be entitled to representation by the Union. The Town shall have the ability to extend the probation period for cause, in no greater than ninety (90) day increments, to a maximum of one (1) year.

- 7.1 A sworn probationary member shall be assigned a Field Training Officer (FTO) for the time period required to complete field training during his/her probationary period.
- 7.2 The Chief will decide on probationary dismissal. No appeal to the Board of Selectmen will be allowed. This does not infringe on any legal alternatives.
- 7.3 After probation, the Chief notifies payroll of records status change and forwards request to the Board of Selectmen for final approval.
- 7.4 There shall be two (2) types of seniority: (a) Department seniority and (b) Classification seniority. Department seniority shall relate to the time an employee has been employed by the Department. Classification seniority shall relate to the length of time an employee has been employed in a particular grade.
- 7.5 Seniority shall only be applicable after the completion of the probationary period.
- 7.6 Where there are two (2) or more employees who are hired on the same day, seniority will be based in years in law enforcement, corrections. then alphabetically by the members' last names.
- 7.7 In the event of a lay-off, employees shall be laid off in the order of their seniority beginning with the least senior in each job classification. It is understood that an employee retained must be qualified to perform the available work, or the least senior employee in the job classification shall not be laid off.
- 7.8 In the event of recall, employees shall be recalled in the reverse order of lay-off in each job classification, provided the employee is qualified to perform the job available. Recalled employees shall be mailed a recall notice to the last known address on Town records. It shall be the employee's responsibility to update such mailing address as necessary. An employee who fails to return to work within fourteen (14) calendar days of the mailing of the recall notice shall lose all recall rights and seniority. Recall right shall continue for one (1) year after date of layoff of the employee.
- 7.9 An employee shall lose seniority and shall no longer be covered by the provision of this agreement for, but not limited to the following reasons: (a) discharge not overturned by a competent authority; (b) voluntary quit, resignation or retirement; (c) failure to respond to a recall notice as specified above or (d) remaining on layoff for more than twelve (12) consecutive months.

7.10 Probationary employees shall receive wages and benefits as described in this Agreement but shall not have recourse of Article 8 (Disciplinary Procedure) and Article 9 (Grievance Procedure).

ARTICLE 8

DISCIPLINARY PROCEDURES

8.1 All suspensions and terminations shall be stated in writing and a copy given to the employee and the Union prior to the date of suspension or termination.

8.2 Disciplinary actions, except for those taken against probationary employees, shall be for just cause and shall normally be taken in the following order:

- a. Verbal warning;
- b. Written warning;
- c. Suspension with or without pay;
- d. Termination.

However, this sequence need not be followed if an infraction is sufficiently severe to merit a greater level of discipline up to and including termination.

8.3 Offenses considered just cause for which an employee may be disciplined up to and including termination, include but are not limited to the following:

- a. Incompetence;
- b. Unsatisfactory work performance;
- c. Lack of cooperation with a superior;
- d. Failure to comply with department policies;
- e. Failure to comply with safety requirements;
- f. Refusal to accept and complete job assignments;
- g. Fighting;
- h. Obscene language directed at the public or another employee;
- i. Theft of or destruction of property;
- j. Illegal use of drugs or alcohol;
- k. Insubordination; or
- l. Falsification and/or misrepresentation of records, including employment application.

ARTICLE 9

GRIEVANCE PROCEDURE

9.1 Definition: A grievance under this article is defined as an alleged violation of the provisions of this agreement. Each grievance must be submitted, in writing, by the Union and must contain a statement of the facts surrounding the grievance, the provision(s) of this agreement allegedly violated, and the relief requested.

9.2 Procedure: NOTE: ALL TIME FRAMES IN THIS ARTICLE ARE AGREED TO EXCLUDE WEEKENDS AND HOLIDAYS.

- 9.3 Prior to the institution of the formal grievance procedure hereinafter set forth, a non-probationary employee who believes to have been aggrieved must attempt to informally resolve the matter with the appropriate supervisor. The supervisor has the responsibility to attempt to resolve the employee's grievance if the supervisor has the authority to do so. If the grievance cannot be resolved informally, the following procedure shall be utilized, or such grievance shall be deemed waived.
- 9.4 STEP ONE: An employee desiring to process a grievance must file a written statement of the grievance to the Chief no later than ten (10) days after the employee knew or should have known the facts on which the grievance is based. The supervisor shall meet with the employee and the Union Representative within ten (10) days following receipt of the grievance and shall give a written decision within five (5) days after the meeting.
- 9.5 STEP TWO: If the employee or the Union is not satisfied with the decision of the Chief, the employee or the Union must file within ten (10) days following the Chief's decision a written appeal with the Board of Selectmen setting forth the provisions of the agreement the Union believes have been violated by the Town. Within ten (10) days following receipt of the appeal, the Board of Selectmen shall either issue a written decision or schedule a hearing. Said hearing shall be held no later than twenty (20) days following receipt of the appeal. A written decision shall be rendered by the Board of Selectmen no later than ten (10) days after the hearing.
- 9.6 STEP THREE: If the Union is not satisfied with the decision of the Board of Selectmen, the Union may file, within thirty (30) days following a receipt of the decision of the Board of Selectmen, a request for arbitration to the New Hampshire Public Employee Labor Relations Board under its rules and regulations.
- 9.7 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 decision shall not go beyond what is necessary for the interpretation and application of the provisions of this agreement. The arbitrator shall not substitute the arbitrator's judgment for that of the parties in the exercise of rights granted or retained by this agreement. The decision of the arbitrator shall be furnished in writing within thirty (30) days of the hearing. The decision of the arbitrator shall be final and binding on the parties.
- 9.8 The fees and expenses of the arbitrator shall be borne equally by the parties.
- 9.9 The foregoing time limitations may be extended by mutual agreement of the parties.
- 9.10 Failure by the Union to abide by the time limits set out in this article, shall result in the grievance being deemed abandoned. Failure by the Town to abide by the time limits set out in this article shall result in the grievance being moved to the next level.
- 9.11 Each grievance shall be separately processed at any arbitration proceeding hereunder unless the parties agree otherwise.

ARTICLE 10

HOURS OF WORK AND OVERTIME

- 10.1 For the purposes of this agreement the current hours of work for regular full-time sworn patrol personnel (four-ten (10) hour days, with three (3) days off, and for all other full time sworn personnel, five-eight (8) hour days, with two (2) days off) shall remain in effect for the duration of the agreement. The Chief, or his designee, shall continue in charge of constructing the four-day blocks.

The parties agree that bargaining unit employees shall not normally be allowed to work more than sixteen (16) hours in any twenty-four (24) hour period, and that the sixteen (16) hours of work must be followed by an eight hour rest period. This requirement may be waived by the Chief.

The parties agree that at least two officers will be assigned to each shift.

- 10.2 Assignment of Shifts:

- a. Shifts will be chosen by seniority based on continuous time in grade in the Weare Police Department as long as it complies with reasonable operating requirements as determined by the Chief of Police or his/her designee.
- b. Shifts will be for duration of three (3) months.
- c. No one can choose the same shift more than two (2) consecutive times. Bargaining unit members may be allowed to swap their chosen assignment upon approval of the Chief of Police of his/her designee.
- d. In the activation of midnight shifts, those bargaining members completing their midnight tour will have first shift bid, regardless of seniority.

- 10.3 All hours worked in addition to the regular full-time employee's normal daily scheduled work hours will be paid as overtime. All hours paid shall be counted as hours worked for the purpose of computing overtime.

- a. Cards will be indexed for overtime shifts on a rotating basis.
- b. The initial indexing will be based on seniority and rank.
- c. Officers will be called in accordance with the rotating, filing order of the cards.
- d. Unanswered calls will be considered a "refusal" and moved to the back of the rotation.
- e. Denials will descend to the end of the rotational order.
- f. Unavailable with justification reason to include court, already working, training or AL days, will remain in place in the rotational order.
- g. Any/all shifts, vacated by any reason, will be filled at the discretion of the Chief of Police or his/her designee.
- h. In the event a shift cannot be filled by an available full time employee, a part-time employee will be afforded the opportunity. After all attempts to fill a shift with a full or part time member has been exhausted, coverage of said shift shall be ordered, in reverse rotation beginning with the least tenured sworn member. Any ordered member shall remain in place in the rotation.
- i. Any duty coverage of less than four (4) hours shall be filled at the supervisor's discretion.

- J. In an emergency situation (i.e., mid shift, illness/vacancy, etc.), the necessary time will be filled at the supervisor's discretion and will not be documented in the overtime rotation file.
 - K. Any officer accepting an overtime assignment shall work said shift. There will be no swapping between members. A member unable to fill an accepted overtime shift shall notify the supervisor as soon as possible. The supervisor shall fill the shift appropriately utilizing the rotation file. The member unable to fill a shift shall move to the end of the rotation file.
- 10.4 Call Back: An employee required to return to work after having left the employee's regularly scheduled work shift, shall receive a minimum of four (4) hours pay including Court/ALS at overtime rates unless the individual is called back to rectify the employee's own error. Call back shall not apply when contiguous to the employee's work hours.
- 10.5 Overtime for Training: An officer that is scheduled for training on a normal scheduled work day shall receive ten (10) hours credit for the training in lieu of their shift. This does not pertain to in-service training located at the Weare Police Department.
- 10.6 Compensatory Time Off: Employees may, with the approval of the Chief of Police, or his/her designee, request Compensatory Time off in lieu of receiving overtime pay. Compensatory time off shall accrue at the rate of one and one half compensatory time off hours for each hour of overtime worked. Employees may accrue a maximum of forty and one-half (40.5) compensatory hours each calendar year. Compensatory time accruals may not be replenished as compensatory time is used. An Employee may use compensatory time only on days when no overtime expense ~~while~~ will be incurred by the Town as a result of the Employees absence. Compensatory Time shall not be carried over from one year to another. Any unused compensatory hours will be paid in the Employee's last paycheck of the fiscal year at the employees' current rate of pay.
- 10.7 Shift Flexibility:
- a. The Captain may request through the Chief of Police to modify his/her schedule to accommodate the needs of the Weare Police Department and the Town.
 - b. The schedule modification will require a valid reason for the change as well as approval from the Chief of Police.
 - c. The scheduling adjustment will transpire within the same pay cycle.
 - d. This MOU shall be an addendum to Article 10.1 to allow the flexibility of the Captain to accomplish the needs of the Department and the Town until further notice.

ARTICLE 11

OUTSIDE WORK DETAILS

- 11.1 With the exception of the Town of Weare, Weare School District or the John Stark School District, the hourly rate of pay for work performed on outside details shall be Sixty Six Dollars (\$66) per hour.

- 11.2. The hourly rate for details requested by the Town of Weare, Weare School District or the John Stark School District shall be Sixty Dollars (\$60) per hour.
- 11.3. Details performed on New Year's Eve, New Year's Day, Independence Day (July 4), Thanksgiving, Christmas Eve, or Christmas Day shall be at one and one-half times the rates above.
- 11.4. When working an Outside Work Detail for an external municipality, Weare Police Officers shall be paid at the external municipality Outside Work Detail rate established by said external municipality, if the rate is higher than the Weare Police CBA rate.
- 11.5. Should the Outside Work Detail rate of the external municipality be lower than the Weare Police CBA rate, than the officer working the outside work detail shall be paid at the Weare Police CBA rate.
- 11.6. If the detail is a special event under RSA 105:9, with a set rate negotiated by the vendor and the host agency, that rate of pay shall apply.
- 11.7. For members whose details do not contribute to their New Hampshire Retirement system, the rate in which the town bills for pension able employees shall be the same for non-pension able. The excess funds shall be distributed to said employees 457-B account established through the Town of Weare.
- 11.8. Employees working outside details shall be paid a minimum of four (4) hours. If the work is not cancelled prior to two (2) hours before the officer is to report for duty the officer will be compensated for two (2) hours of detail pay paid by the company requesting the detail. All details that exceed the 4-hour minimum will be paid in 1-hour increments after fifteen minutes into the hour.
- 11.9. Outside details shall be offered to available full time qualified sworn personnel by seniority on a rotating basis before such duty is offered to parttime qualified employees, however, no employee will be allowed to work a detail within one calendar day following a day in which the employee called in sick. If no full time employee has accepted the duty prior to one (1) full day prior to the day of the detail the duty may be offered to other personnel. Details will be offered on a seniority progression, but only after overtime shifts have been filled. The senior person shall go to the bottom of the rotation after accepting or refusing a detail except that the person offered the detail will remain at position if the refusal is due to a conflict with his/her work schedule. Any high school detail shall be offered to the School Resource Officer prior to going into the rotation.
- 11.10. The Chief of Police, or his/her designee, will be the responsible caller with the exception of emergency details or a reassigned detail which will cause an emergency situation, in which case, the on duty supervisor shall accept the task and cause to be notified the Sergeant charged with filing details.
- 11.11. Under no circumstances will swapping of details be permitted. Assignment of any emergency details or re-assignment of details will be handled by the on duty staff in accordance with policy and procedure. Any detail that is cancelled by the officer who originally took it, less than twenty-

four (24) hours prior to the start of the detail must be reassigned according to the emergency procedure outlined above.

- 11.12 The Chief of Police, or designee has the responsibility to determine whether a detail should be staffed by police officers. Members of the bargaining unit shall have priority to work any requested police details approved by the Chief of Police, or designee. Employees may not fill available details if there are overtime shifts to be filled.

ARTICLE 12

LEAVES

- 12.1 **Military Leave:** Employees who are in the United States military reserves or National Guard and who are required to perform training duty shall receive full pay for up to ten (10) days of leave. Any unused leave time will not be carried over from year to year and will not be paid at the end of the year. The Town will pay the difference between their regular weekly pay and their military compensation when military days are not being applied to said days. Absences for military leave must be reported as soon as possible to the Chief. Leave for training or active duty with the National Guard or Reserve components of the Armed Forces shall be granted in accordance with the Soldiers and Sailors Relief Act. The Town may request documentation from the member's commanding officer or other appropriate military authorities, as permitted by federal and state law, to establish the need for military leave, the date that the member's commitment begins, and whether the member is authorized to work for the Town after their commitment begins.
- 12.2 **Bereavement Leave:** An employee shall be granted a maximum of four (4) normally scheduled days with pay between the date of death and the date of the funeral/interment when a death occurs in the immediate family. Immediate family shall include: wife, husband, child, sister, brother, father, mother, step-father, step-mother, grand parent, father-in-law, mother-in-law, step-child, or a blood relative or ward residing the same household. Employees shall also be allowed one (1) day with pay to attend the funeral/interment of an aunt, uncle or grandparent-in-law.
- 12.3 **Leave of Absence:** Regular, full-time employees who have completed their probationary period may apply for and be granted a leave of absence without pay for reasons such as personal illness or other compelling or urgent reasons. Such leave shall be upon the recommendation, in writing, by the Chief to the Board of Selectmen. The Board may grant such leave of absence not to exceed one (1) year. An employee who accepts employment or conducts business during a leave of absence shall be immediately terminated; unless such activities have been previously approved by the Town. Failure of the employee to report promptly at the expiration of the leave shall be cause for termination.
- 12.4 **Bonus Leave:** A regular, full-time employee, who has completed his/her probationary period, shall accrue up to four (4) bonus leave days per year. One day shall be granted for each three (3) consecutive month of service without use of sick leave. Regular part-time employees shall accrue bonus time on a pro-rate basis. The employee may request bonus leave for accumulated days, the same as vacation leave. All bonus days must be used by April 1st of the year following when they are earned. After April 1st, any remaining days will be paid in the next pay period at the

employee's current rate of pay. Ten (10) hour employees will earn a ten (10) hour bonus day and eight (8) hour employees will earn an eight (8) hour bonus day.

- 12.5 Maternity Leave: Shall be in accordance with Federal Guidelines.
- 12.6 FMLA: Family Medical Leave will be granted in accordance with the Town's Personnel Policies and all applicable law.
- 12.7 Jury Duty: An employee who is summoned and reports to jury duty, as prescribe by applicable law, shall be paid by the Town an amount equal to the difference between the amount of wages the employee otherwise would have earned by working during straight time hours for the Town on that day and the daily jury duty fee paid by the court or agency (not including travel allowance or reimbursement of expenses), paid for each day on which he/she reported for or performed jury duty on the days for which he/she claims such payment. The provisions of this section are not applicable to an employee who, without being summoned, volunteers for jury duty.
- 12.8 Sick Leave: A full time employee shall earn sick leave at the rate of 10 hours per month, a maximum accumulation of 900 hours. Regular part-time employees who work a minimum of twenty (20) hours per week shall accrue sick time on a pro rata basis at a rate of seven (7) days annually (4.66 hours per month), to a maximum of three hundred (300) hours. Sick leave shall be used for illness or injury of the employee or family illnesses (residing in the employee's household) and FMLA qualified leaves to supplement income derived from short term disability. An employee must notify his/her supervisor at least three (3) hours before his/her scheduled work time in order to receive sick leave with pay, except in cases of emergency.

A physician's note shall be required prior to returning to scheduled duty in the event the employee is on sick leave for three (3) consecutive WORK days. A physician's note may be required in the event of suspected misuse of sick leave.

Sick Leave Payout-Bargaining unit members shall receive payment of the unused balance of their sick leave upon severance of service or retirement according to the following schedule:

15 years – 75%
20 years – 100%

For the purposes of determining eligibility for payment, retirement shall be defined as: (1) retirement from Town service and meeting the eligibility requirements for the retirement system in which the member participates; or (2) voluntarily leaving Town service after having reached age 55 and completing twenty (20) years of continuous service.

Sick Bank: Bargaining Unit members shall be allowed to utilize a sick bank, donating unused sick leave to other members lacking sufficient accrued sick leave to cover their absences due to sickness or injury. Before members may utilize the sick bank, they must exhaust their own sick leave and all available vacation leave, except the member may keep two (2) weeks' vacation leave on the books.

- 12.9 Vacation: Vacation accrual shall be based on the anniversary date of hire. If an employee is terminated or severs service with the Town, all accumulated unused vacation time shall be paid to the employee at his/her current rate.

Vacation will be earned during the probationary period but may not be used until the probationary period is completed. Special circumstances may be addressed on an individual basis, by the Chief of Police or his/her designee.

Accrual shall be as follows: Regular Full-Time

Less than 3 years	100 hours accrued 8.33 hours per month
3 years - less than 5 years	120 hours accrued 10 hours per month
5 years - less than 10 years	150 hours accrued 12.5 hours per month
10 years - less than 15 years	200 hours accrued 16.67 hours per month
15 years or more	250 hours accrued 20.83 hours per month

Regular part time employees who work a minimum of twenty (20) hours per week shall accrue vacation time on a pro rata basis at a rate of forty (40) hours annually.

An employee shall be allowed to carry over one half (1/2) of any vacation accrual earned in the previous year. At no time may an employee have more than one and one-half (1 ½) times his/her annual accrual on the record. The Board of Selectmen may extend this time line if special circumstances exist. The above benefit shall be determined on a pro-rata basis for regular part-time employees.

ARTICLE 13

PROMOTIONS AND TRANSFERS

- 13.1 The Town reserves and shall have the right to make promotions and transfers.
- a. To be a candidate for promotion, an employee must have successfully completed his/her probationary period with the Weare Police Department. In addition, a candidate must have a minimum of two (2) years of experience as a full time police officer.
 - b. No employee may be a candidate for promotion if he or she has received a disciplinary suspension exceeding one (1) day within the twelve (12) month period prior to the posting of the promotional opportunity.
 - c. Immediately upon an officer declaring his or her candidacy for the position, the Weare Police Department will review the officer's file and promptly notify the officer if they meet the above stated eligibility requirements or the reason(s) why they do not meet the requirements.
 - d. Eligible candidates shall be required to take a written test to be chosen by the Chief of Police. The Town shall purchase and make available study guides in sufficient quantity so that a set is available for each eligible candidate. The written test shall be administered not less than ten (10) weeks after the study guides have been issued to candidates.
 - e. The overall promotional process shall be on a one hundred (100) point scale. The results of the written test shall count for forty-five percent (45%) of the overall score. The written exam shall be scored on a one hundred (100) point scale. A candidate must receive a

- minimum of a seventy percent (70%) score in order to move to the next step of the promotional process.
- f. Candidates who receive a passing score on the written test will be scheduled for an oral interview. The interview shall be conducted by an oral board consisting of five (5) members from other law enforcement agencies who hold the rank of Sergeant or higher. Scoring will be based on individual raw scores, aggregate scores and consensus ranking. This interview will carry a weight of forty-five percent (45%) of the overall scoring. The oral interview will be administered not more than two (2) weeks after the written test scores are available.
 - g. Within five (5) business days of completion of the last candidate oral interview, the Chief of Police and Lieutenant shall conduct a comprehensive review of all available personnel data. This phase carries a weight of ten percent (10%) of the overall scoring.
 - h. All scores will be posted to candidates within five days of the completed Personnel Performance Review.
 - i. The Chief of Police shall submit recommendations for promotion to the Board of Selectmen from among the three candidates with the highest overall score. The recommendation shall be submitted at the next scheduled Board of Selectmen meeting following the posting of the overall scores. A promotional ceremony will be held at the next meeting after the Board of Selectman has acted on the Police Chiefs recommendation.
 - J. Assuming that there are a sufficient number of qualified candidates, it is the Chief of Police's goal to make recommendations for promotion at the first Board of Selectmen meeting.
- 13.2 Job to be filled through promotion shall be posted on the bulletin board for a period of five (5) work days. Full time employees shall be given preference over parttime employees and part-time employees shall be given preference over outside applicants.
- 13.3 After an award is made of a promotion the name of the person promoted shall be posted for a period of five (5) workdays following said award.
- 13.4 Job postings shall include rank, job specifications, rate of pay, and the shift.
- 13.5 The above procedure shall be followed in all promotions, vacancies, and transfers whether temporary or permanent.
- 13.6 Candidates who apply for the vacancy shall be notified by the Town regarding the status of their application.
- 13.7 An employee who is promoted to a higher-level position within the bargaining unit shall be placed in a promotional probationary status for a period of six (6) months. In the event an employee does not successfully complete the probationary period, that employee shall be returned to the position held prior to promotion.
- 13.8 Upon receiving a promotion, an employee will move to the step on the new pay scale that provides at least a six percent (6%) increase over the employee's pre-promotion pay rate.

ARTICLE 14

INSURANCE

- 14.1 Hospital/Medical Insurance: Non-probationary regular full-time bargaining unit members on roll effective April 1, 2017, shall receive health insurance, in accordance with the plan agreed to in the negotiations leading to the April 1, 2015, agreement, for the term of the Agreement. The Town reserves the right to select a different option for Health Insurance coverage provided that the selected plan offers comparable coverage to the plan agreed to in the April 1, 2015, agreement.

The Town of Weare agrees to pay the monthly premiums at no less than ninety percent (90%) to maintain the single, two person or family plan at the employee's option, with the employee's paying no more than ten percent (10%) of the monthly premiums. All employees premium cost sharing distribution shall be on a weekly basis and shall be on a pre-tax basis.

Employees who opt not to take the Town's health insurance and can show proof of a legitimate alternative health insurance shall receive an annual stipend from the Town of Weare in the amount of fifty-five hundred (\$5,500.00), paid to the employee on a quarterly basis.

Nothing herein shall limit the right of the Employer to make any and all changes it deems necessary in its sole discretion to insure the insurance it provides pursuant to this Agreement complies with the Affordable Care Act, and other state, federal or local insurance and/or health care reform legislation, to avoid being subject to fees (including, but not limited to the employer shared responsibility assessable payment) fines, taxes, or penalties, including, but not limited to, taxes/fees because employees are eligible to obtain subsidized or discounted insurance through an insurance exchange; or to avoid the coverage being subject to the "Cadillac" taxes (aka the excise tax on high cost employers sponsored health coverage). The employer will provide notice to the Union of any such changes and, if the change has a negative impact on the employees, the Employer will bargain with the Union over the effects of the change.

- 14.2 Life Insurance: The Town will provide life insurance to all non-probationary regular, fulltime employees in the amount of ten thousand dollars (\$10,000.00).
- 14.3 Liability Insurance: The Town shall indemnify any employee covered by this agreement or judgments arising out of the employee acting in good faith within the scope of the employee's employment.
- 14.4 Dental Insurance: The Town offers each employee the opportunity to purchase dental insurance through payroll deduction payable to any town approved carrier.

ARTICLE 15

UNIFORMS/CLOTHING ALLOWANCE

- 15.1. Upon hire, all sworn officers shall be issued the required uniforms and equipment necessary to meet department needs, as determined by the Chief of Police.
- 15.2. On the anniversary date of their date of hire, bargaining unit members shall receive an annual

clothing allowance as follows:

- a. Part-Time Officers \$200
- b. Full-Time Officers \$500
- c. Corporal, Sergeant, Captain \$500

- 15.3 The Town shall provide and/or replace ballistic vests in accordance with manufacturer's recommendations unless damage or destruction has occurred in which case said vest shall be replaced immediately. Repairs to vests that have suffered damage to the ballistic material is not acceptable.
- 15.4 Dry Cleaning: Uniform and work-related clothing will be dry cleaned at the expense of the Town. Unauthorized use of this benefit may result in disciplinary action up to and including termination.

ARTICLE 16

EDUCATION INCENTIVE

- 16.1 The purpose of this article is to encourage employees to obtain education and training that will significantly assist them in the performance of their duties.
- 16.2 Employees shall receive the following hourly wage increase based on their attainment of the educational credits in a job related field. The amounts are not cumulative. Associated Degree - twenty-four cents (\$.24); Bachelor Degree - forty-eight cents (\$.48); Master or Law Degree - seventy-two cents (\$.72). Courses must be approved by the Chief of Police.

ARTICLE 17

HOLIDAYS

- 17.1 All full-time employees who are NOT scheduled to work on a holiday shall be paid at their regular hourly rate for regular (8 or 10) workday, for the following named Holidays:

New Year's Day
MLK/Civil Rights Day
President's Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Day

- 17.2 All full or part time employees who are scheduled to work on a holiday, with the shift starting on a holiday, shall be paid at a rate of two and one-half (2 ½) times their regular pay for all hours worked on that shift.

- 17.3 An employee shall be entitled to the holiday pay referred to above if the employee works the last regularly scheduled workday preceding the first regularly scheduled workday following the particular holiday but not otherwise unless approved by the Chief of Police or his/her designee.
- 17.4 Employees entitled to receive holiday pay shall receive said pay in the pay period in which the holiday falls.
- 17.5 Regular, part-time employees shall be eligible for pay for the above listed holidays on a pro-rata basis.
- 17.6 The Police Chief may require employees who are absent from work on a holiday or the day after, due to an illness, to provide a doctor's note in order to be eligible for ten (10) hours of holiday pay.

ARTICLE 18

SAFETY

- 18.1 The Town shall have the right to make regulations for the safety and health of its employees during their hours of employment.
- 18.2 The Department may adopt rules for the operation of the Department and the conduct of its employees provided such do no conflict with any of the provisions of this agreement.
- 18.3 Departmental property issued to employees or personal property which is required by the Town that is lost, stolen or damaged during the course of an employee's duty shall be replaced by the Town at no cost to the employee, provided the employee reports immediately to the Chief that a loss has occurred and the loss was not due to the negligence or carelessness of the employee.

ARTICLE 19

ALLOWANCES

- 19.1 Per Diem rates for lodging, meals and incidentals are calculated using the rates set by the U.S. General Services Administration for the destination city, in effect at the time of ✓ travel.
- 19.2 Mileage rates are reimbursed at the Internal Revenue Service standard mileage rate if an employee's personal vehicle is used. The Chief of Police must approve the use of a personal vehicle for reimbursement consideration prior to travel. Incidental expenses such as tolls shall be reimbursed with a receipt.
- 19.3 Per Diem allowances for lodging, meals/incidentals, and travel expenses are provided to employees attending training/special assignments in excess of thirty (30) miles or forty (40) minutes travel time from;
 - a. The Weare Police Department, or

- b. The officer's residence if the training site is closer to this location and the Chief of Police has authorized the officer to travel directly from their residence to training based on the officer's request.
- 19.4 For daily training or special assignments scheduled in excess of six (6) hours but less than ten (10) hours, Per Diem allowances for one meal are provided to employees if the event is provided/hosted/organized by an organization/agency other than the Weare Police Department. No incidental meal expenses are authorized.
 - a. If the training/special assignment ends prior to 10am, the employee shall be provided breakfast Per Diem.
 - b. If the training/special assignment ends prior to 4pm, the employee shall be provided lunch Per Diem.
 - c. If the training/special assignment ends after to 4pm, the employee shall be provided dinner Per Diem.
 - d. No per diem will be provided if the host organization provides a meal(s).
- 19.5 The Chief of Police may also authorize meal reimbursement for an employee who is required or who requests to attend an official function, banquet, dinner or meeting provided that authorization is given in advance and in writing. The Chief of Police shall not require an employee to attend if reimbursement is not authorized. This section does not apply to meetings called during normal working days.
- 19.6 For daily training or special assignments in excess of ten (10) hours, Per Diem allowances for all daily meals and incidentals are provided to employees if the event is provided/hosted/organized by an organization/agency other than the Weare Police Department.
- 19.7 Employees attending approved training/special assignment need not provide receipts for meals during the event. Alcohol shall not be purchased using Per Diem. Per Diem meal reimbursements may include tips, not to exceed twenty percent (20%) of the meal cost.

ARTICLE 20

EFFECT OF AGREEMENT

- 20.1 The parties acknowledge that during the negotiations which resulted in this agreement each had unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the parties agree for the life of the agreement each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not referred to or covered in this agreement. The parties may, however, voluntarily agree to reopen contract negotiations on any subject at any time.
- 20.2 This instrument constitutes the entire agreement and final resolution of all mater in dispute between the Town and the Union arrived at as a result of collective bargaining negotiations,

except such amendments hereto as shall have been negotiated by mutual agreement and reduced to writing and signed by the parties.

ARTICLE 21

WAGES

(Scale attached)

- 21.1 Effective April 1, 2023, employees shall receive an eight percent (8%) wage adjustment.
- 21.2 Field Training Officer stipend: Employees serving in the capacity of Field Training Officer (FTO) shall receive a one hour per day increase for actively working in this capacity.

ARTICLE 22

RETIREMENT

- 22.1 The Town of Weare shall continue to contribute to the NH Retirement System for all eligible employees at the applicable contribution rate established by the state.
- 22.2 Upon retirement from Town service eligible employees are entitled to all accrued vacation and bonus leave. Sick leave will be paid in accordance with Article 12.8.

ARTICLE 23

WORKERS' COMPENSATION

- 23.1 The Town shall select a carrier to provide Workers' Compensation and Unemployment Insurance for the employees. The Town shall defray the premiums.

ARTICLE 24

SEPARABILITY

- 24.1 In the event that any article or section of an article of this agreement is declared to be illegal, void or invalid in whole or in part by a Court of competent jurisdiction after all appeals, if any, have been exhausted, all other articles and sections of this agreement shall remain in effect to the same extent as if that article or section had never been incorporated in this agreement and in such event the remainder of this agreement shall continue to be binding upon the parties hereto.

ARTICLE 25

DURATION

- 25.1 This agreement shall be in full force and effect from April 1, 2023 through and including March 31, 2024.

For: Town of Weare, NH

For: New England Police Benevolent Association
Local 245

For: Town of Weare, NH

Ward
h r
Sherry Burdick
Deputy

For: New England Police Benevolent Association
Local 245

Stephen J. Arnold, Sr.
21592
#22531
Ray Cloninger

Police Department

April 1, 2023 - March 31, 2024 (These calculations are 3.0% increase per step)

	Probation	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
PT Record Clerk	12.87	13.26	13.66	14.07	14.49	14.92	15.37	15.83	16.31	16.80
PT Officer (1)	18.26	18.81	19.38	19.96	20.55	21.17	21.81	22.46	23.13	23.83
PT Officer (2)	25.86	26.63	27.43	28.25	29.10	29.97	30.87	31.80	32.75	33.74
Patrol Officer (1)	25.70	26.48	27.27	28.09	28.93	29.80	30.69	31.61	32.56	33.54
Patrol Officer (2)	26.47	27.26	28.08	28.93	29.80	30.70	31.62	32.57	33.55	34.55
Corporal	30.76	31.68	32.63	33.61	34.61	35.64	36.71	37.81	38.94	40.11
Sergeant	30.01	30.91	31.84	32.80	33.78	34.79	35.84	36.92	38.03	39.17
Captain	34.43	35.46	36.53	37.62	38.75	39.91	41.11	42.34	43.61	44.92