

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

TOWN OF TILTON

AND

TILTON POLICE UNION

NEPBA LOCAL 29

July 1, 2024 through June 30, 2027

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APPENDIX A:

- Wages
- Employee Medical Benefit Plan
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- Employee Life/Disability Insurance Plans

ARTICLE 1

AGREEMENT

This Agreement is made and entered into between the Town of Tilton, New Hampshire, HEREINAFTER referred to as the "TOWN", and the Tilton Police Union, NEPBA Local 29 HEREINAFTER referred to as "UNION".

WITNESSETH:

WHEREAS the wellbeing of the employees covered by this Agreement and the efficient and economic operations of the Tilton Police Department required that orderly and constructive relationships be maintained between the parties; and

WHEREAS the participation of employees in the collective bargaining process contributes to the effective conduct of the public business and police administration; and

WHEREAS the parties to this Agreement consider themselves mutually responsible to establish stable and meaningful relations based upon this Agreement;

NOW THEREFORE, in consideration of the mutual promises and agreements HEREIN contained the parties mutually agree as follows:

ARTICLE 2

RECOGNITION OF BARGAINING UNIT

SECTION 1. The TOWN recognizes the Tilton Police Union, NEPBA Local 29 ("UNION") as the exclusive bargaining agent for the purpose of collective bargaining relative to wages, hours, and other terms and conditions of employment for the following positions Officer, School Resource Officer, Police Prosecutor, Part-time Officer, Detective, Part-time Detective, Dispatcher, Communication Specialist and Dispatcher-Clerk, Communications Supervisor/Dispatch Supervisor within the appropriate bargaining unit, employed by the Town of Tilton Police Department. The TOWN and the UNION agree not to discriminate against employees covered by this agreement on account of Membership or non-membership in the Tilton Police Union, NEPBA Local 29.

ARTICLE 3

DUES DEDUCTION

Each employee who is covered by this Agreement and is a member of the UNION shall be required to pay union dues.

Any member of the bargaining unit who is not a dues paying member of the Union or a member in good standing of the Union who requests representation from the Local Union or the National Union must pay the/air share cost of said representation prior to any representation or attorney services being provided.

Any such payments must be made directly to the Union, and shall not involve any obligation or burden upon the Town in any way. Said fair share cost shall be determined solely by the New England Police Benevolent Association, Inc.

Should there be a dispute between an employee and the Union and/or the Town over the matter of union dues and deductions, the Union agrees to defend, indemnify and hold harmless the Board of Selectmen, all of its agents and employees and the Town of Tilton in any such dispute.

ARTICLE 4

EMPLOYEE RIGHTS

SECTION 1. The Employer will provide the Union with copies of all personnel orders as soon as the personnel orders are issued. As used in this section, "Personnel Orders" shall be defined as all written notices of actual disciplinary actions, notices of intent to take disciplinary actions, transfer notices, promotion notices, and termination notices.

SECTION 2. PROCEDURAL REQUIREMENTS

Police Officers are required to submit police reports on any incident. The Chief of Police reserves the right to request a written administrative memo for administrative purposes only. For clarification purposes, memos will mean administrative reports and memos, specifically not Police Reports.

Any employee who will be interviewed or ordered to write a report concerning any act which if proven could reasonably result in any type of discipline shall be afforded the following safeguards:

2a: The employee will be informed prior to any interview or ordered written memo if the Town believes the employee is a suspect in any investigation regarding a criminal offense or misconduct which could lead to any type of discipline.

2b: The employee will be informed of the nature of the investigation and the allegations against them. The employee will be afforded the opportunity to consult with the union representative of their choosing prior to any interview or ordered written memo. The employee shall be afforded the right to have the union representative of their choosing at any interview. Unless it is mutually agreed beforehand, the interview shall be scheduled at least 48 hours upon the department employee being given written notification. Further, the employee shall have the opportunity to review Police Reports on file to refresh their memory prior to being interviewed.

2c: All interviews shall take place at the Employers facilities or elsewhere upon mutual agreement. The Employer shall make a reasonable good faith effort to conduct the interviews during the employee's regular working hours/days.

2d: Any time an employee is ordered to submit a memo, give a statement, or answer questions involving a non-criminal matter to which the employee is under investigation they will be afforded all the rights and privileges found in this contract.

Any time an employee is ordered to submit a memo, give a statement, or answer questions involving a criminal matter to which the employee is under investigation, they are entitled under the laws of the State of New Hampshire and/or the constitutional right to remain silent under the Fifth and Fourteenth Amendments to the United States Constitution and the New Hampshire Constitution

These reports, statements, and questions are given as a condition of employment and as such are given under threat of automatic dismissal and job forfeiture of which the employee has no alternative but to abide by such order.

2e: Any memo's, statements, or answers to questions in interviews conducted for non-criminal matters shall be for internal purposes only.

2f: Interviews shall be done under circumstances devoid of intentional intimidation, abuse, coercion, or threats.

2g: The employee shall be entitled to such reasonable intermissions as requested for personal necessities and/or to consult with their representative.

2h: All interviews shall be limited in scope to activities, circumstances, events, conduct or acts which pertain to the incident which is the subject of the investigation unless, if during the investigation a violation to internal policy or a criminal offense surfaces.

2i: If the Employer records the interview in any manner, a copy of the complete interview shall be furnished upon request and at the exact same cost the town is required to pay for the copy. If the interview is subsequently transcribed a copy shall be provided at the exact same cost the town is required to pay for the copy.

2j: Interviews and Investigations will be completed with no unreasonable delays. Any formal complaint regarding an officer's conduct or action in which an internal investigation is initiated shall require written or oral notification to the bargaining unit member who is the subject of the investigation within five (5) business days of his/her identification. However, in the event informing the bargaining unit member would either be detrimental to or hamper the investigation in any way, no notice shall be required. The employee shall be notified as to the status of the investigation every twelve (12) business days. The employee shall be advised immediately at the conclusion of the investigation as to the results and what if any future action is to be taken on the matter.

2k: If the investigation results in any discipline against the employee, a complete copy of the investigation will be furnished upon request, said copy to contain all reports, any recordings (tape, disc, etc.), and any transcripts, at the exact same cost the town is required to pay for the copy. Whenever possible, should the information not be in the complete report, the employee will also be furnished with the names, addresses, and telephone numbers of all complainants and witnesses who were interviewed in the investigation.

SECTION 3. REQUIREMENT FOR SIGNED COMPLAINT

3a: Any verbal or written complaint made against an officer shall be subject to state law as it pertains to filing a false Police Report. If there is sufficient evidence of a person filing a false Police Report, the Police Department will make an effort to prosecute.

3b: No employee will be ordered to submit to a polygraph examination unless the party(s) who have filed a complaint against an employee are given and have passed a polygraph examination themselves.

SECTION 4. FALSE COMPLAINTS

Any person(s) who has made a false complaint against an employee may be prosecuted by the Police Department under applicable State Law.

ARTICLE 5

DISCIPLINE AND DISCHARGE

SECTION 1. STANDARDS FOR DISCIPLINE

5a: Discipline shall include any of the following:

- Oral reprimand
- Written reprimand
- Suspensions
- Discharge

At the discretion of the Chief of Police or his designee, alternative forms of corrective actions such as but not limited to, additional training, extra duty, and/or loss of compensatory time may be considered.

The Town shall consider the least amount of discipline of any employee with the goal of correcting an employee's behavior with positive reinforcement first; i.e., oral reprimand, written reprimand, before moving to punitive types of discipline such as suspensions and discharges. The Town reserves the right to start at any level of discipline depending on the severity of the incident.

Any form of disciplinary action against an employee shall be for just cause and will be subject to the grievance procedure.

Verbal reprimands may be used as a basis for subsequent disciplinary action making the matter subject to the grievance procedure.

5b: No employee shall be suspended without pay for more than thirty working days.

ARTICLE 6

MANAGEMENT RIGHTS

Except as specifically limited or abridged by the terms of this agreement the management of the Town in all its phases and details shall remain vested exclusively in the Town and its designated agents.

The Town and its agents shall have jurisdiction over all matters concerning the management of Town Departments, including, but not limited to: the exercise of all of the rights, responsibilities and prerogatives that are inherent in the Employer or its agents by virtue of any statutes and/or ordinances, as well as all rights, responsibilities and prerogatives relating to, including, but not limited to, the direction of the work force, the establishment of rules and regulations, the

establishment of qualifications for employment, the establishment of work and performance standards, the right to hire, supervise, discipline or discharge, transfer, and relieve employees from duty for just cause, the right to decide job classifications, the right to abolish and create positions, the right to determine the methods, processes and manner of performing work and the general control of all of the operation of Town Departments in all its phases and details as well as all rights retained by virtue of, including, but not limited to, New Hampshire RSA Chapter 273-A, and any other provision(s) of the Revised Statutes Annotated or other laws.

ARTICLE 7

NO-STRIKE

SECTION 1. No employee covered by this agreement will engage in, induce or encourage any strike.

SECTION 2. The Union agrees that neither the Union nor any of its officers, agents or members, nor any employee covered by this agreement, will call, institute, authorize, participate in or sanction any strike.

SECTION 3. The Union agrees further that should any employee or group of employees covered by this agreement engage in a strike, the Union will forthwith disavow such strike, refuse to recognize any picket line established in connection therewith, and take all reasonable means to induce such employee or group of employees to terminate such strike.

ARTICLE 8

UNION BUSINESS LEAVE

SECTION 1. The officers and representatives of Local 29 of the New England PBA, Inc., are as follows: President, Vice President, Secretary/Treasurer, and Stewards.

SECTION 2. An officer or representatives of Local 29 of the New England PBA, Inc., shall be allowed time off for negotiations or conferences with Town Officials and the Chief of Police, without loss of benefits. This shall apply to the Public Employees Labor Relation Board (hereinafter referred to as PELRB), or other related bodies for business relative to this agreement. Every hour an employee is paid, they are expected to be serving the Town of Tilton in the position the Police Chief or his/her designee has assigned. Any time an employee is performing "union" business he or she will not be compensated by the employer. With prior approval from the Chief of Police only a union representative may be allowed to do some limited union work while on duty.

SECTION 3. The President of Local 29 of the New England PBA, Inc., shall keep the employer informed of any changes in the roster of officers and representatives.

SECTION 4. Up to two (2) Union employees shall be granted time off, without pay, to attend the Convention of the New England PBA, Inc.

SECTION 5. All officers and/or representatives of Local 29 shall be granted three (3) days of leave per year to attend training classes without pay to further management-employee relations.

SECTION 6. It is understood that time spent by Officers/Stewards on Union related matters while off duty is non-compensable. Time spent by Officers/Stewards processing matters through the grievance procedure, attending disciplinary sessions with supervisors, and attending disciplinary and/or administrative hearings before appropriate authorities shall be non-compensable.

SECTION 7. The union shall be permitted to meet at the Tilton Police Station to conduct business matter so long as the meetings are scheduled at a convenient time, so as to minimize any inconvenience to regular functions of the Police Department or the Town.

ARTICLE 9

GRIEVANCE AND ARBITRATION

DEFINITIONS:

A. "GRIEVANCE" means an alleged violation, misinterpretation, or misapplication with respect to one or more employees of any provision of this agreement.

B. "BUSINESS DAY" means Monday to Friday, excluding holidays, as referenced in Article 22 of this agreement.

DISCUSSIONS & SETTLEMENTS: This grievance procedure shall not limit the normal process of discussions between employees and/or the Union and Management in which minor issues may be easily resolved. If settlement occurs between the parties, such discussions shall not be considered "grievances" and, as such, shall not need to be documented. If settlement does not occur between the parties, such discussions, if deemed necessary by the Union, or the employer, shall be considered a "grievance" and shall begin at Step I, unless otherwise noted below.

PROCEDURES: Grievances at all levels will be in writing. A grievance must start at Step 1, unless otherwise noted, and proceed through procedure at each Step thereafter until a settlement is reached. If a grievance is settled in any one of the Steps, it will be considered closed, and the grievance will not be subject to the grievance procedure thereafter. If the grievance is not answered within the time limits listed, the grievance shall proceed to the next step. If the grievance is answered and not appealed to the next step within the time limits listed, it shall be

considered settled. All time limits set forth herein may be extended by mutual agreement between the grievant/Union and the Employer.

SECTION A:

STEP 1: An employee within the bargaining unit having a grievance will present the grievance in writing to the immediate supervisor within fifteen business (15) days of when the employee knew or should have known of the alleged violation. The immediate supervisor shall have five (5) business days to respond to the grievance in writing. If the grievance is directed at the immediate supervisor, the grievance may start at Step 2.

STEP 2: Failing a settlement at Step 1, the grievant shall present the grievance to the Division Commander (Operations or Support Services) and/or a designee within five (5) business days after the reply in Step I. If the grievance is directed at the Division Commander and/or a designee, the grievance may start at Step 3. Division Commander and/or designee shall respond in writing to the grievance within five (5) business days after it was presented. If the Division Commander and/or designee are unavailable, the grievance may start at Step 3.

STEP 3: Failing a settlement at Step 2, the grievant shall present the grievance to the Chief of Police in writing within seven (7) business days after the reply at Step 2. The grievant will specify the following:

- a. The nature and facts pertaining to the grievance;
- b. The nature and extent of injury, loss, or inconvenience;
- c. The alleged violation, misinterpretation, or misapplication of the agreement;
- d. The basis for dissatisfaction with Steps I and 2;
- e. The remedy that is desired;
- f. The signature of the grievant and Union Officer.

The Chief of Police shall reply in writing to the grievance within fifteen (15) business days after the grievance was presented. If the Chief of Police is unavailable for response, this time period shall automatically extend until his return or until he has otherwise communicated his response through his designee.

STEP 4: Failing a settlement at Step 3 the grievant shall present the grievance to the Board of Selectmen in writing within ten (10) business days after the reply at Step 3. The Board of Selectmen shall reply to the grievant in writing within fifteen (15) business days after the grievance is received.

STEP 5: Failing a settlement at Step 4, the grievant may present the grievance in writing to the Union within ten (10) business days after the reply in Step 4. If the Union feels the grievance has merit and that submitting it to arbitration is in the best interest of the grievant and/or the Union, the Union may petition the grievance to the New Hampshire Public Employees Labor Relations Board for selection and appointment of an arbitrator within twenty (20) business days after issuance of the Step 4 reply.

GRIEVANCES AGAINST MANAGEMENT AND/OR THE TOWN

The Union may file grievances on its own behalf and on behalf of its members. Any grievant may be represented at any stage of the grievance procedure by themselves if desired, or by a representative chosen by the employee or Union.

GRIEVANCES AGAINST THE UNION AND/OR MEMBER

The Town or its designee will have the right to file grievances against the Union and/or a member thereof. The grievance will be presented in writing to the Union and/or member, if applicable, within fifteen (15) business days of the alleged occurrence, or when knowledge was obtained by the Chief of Police that a grievance existed.

The Union and/or member shall reply within ten (10) business days after the grievance is presented. Failing a settlement between the Town and the Union, or if applicable the member(s), the grievance may be presented to the New Hampshire Public Employees Labor Relations Board within ten (10) business days after the reply.

GENERAL PROVISIONS

- A. Each grievance will be separately processed under the Grievance Procedure.
- B. Expenses incurred under Step 5 by the Town and the Union will be shared equally by the Town and the Union.
- C. No arbitrator appointed pursuant to Step 5 will have any power to award monetary damages (other than loss wages and benefits), make any changes in, modification or alteration of, addition to, or subtraction from any of the terms of this agreement.
- D. For issues regarding contract interpretation, the arbitrator's decision will be binding to all parties.
- E. For issues regarding discipline up to and including termination; the arbitrator's decision will be advisory only and the Board of Selectman will have final authority on any decision. The Board of Selectman shall meet within twenty (20) business days after receipt of same to consider the arbitrator's recommendation(s) and issue its final and binding decision within ten (10) business days thereafter.

ARTICLE 10

SEPARABILITY

In the event that any provision of this agreement shall be declared to be invalid by any court of competent jurisdiction, or abrogated by law, such decision or law shall not invalidate the entire agreement, it being the expressed intention of the parties hereto that all other provisions not thereby invalidated shall remain in full force and effect. The parties hereto shall attempt to negotiate in good faith a replacement for any provisions found to be invalid and have said provision(s) ratified according to the respective procedures and regulations of the parties.

ARTICLE 11

WAIVER

The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the parties of this agreement voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to reopen contract negotiations with respect to any subject or matter referred to or covered in this agreement. Further, the parties of this agreement voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to reopen contract negotiations with respect to any subject or matter not specifically referred to or covered by this agreement, even though such subject or matter may not have been within the knowledge or contemplation of any parties at the time this agreement was negotiated or signed. The parties may, however, voluntarily agree to reopen negotiations on any subject, matter, or provision of this agreement at any time. Should the parties agree to mutually reopen this agreement on any subject, matter, or provision, the remaining provisions shall remain in full force and effect. Should the parties fail to reach an agreement on any subject, matter, or provision of this agreement during a mutually agreed upon re-opener, then the subject, matter, or provision of the agreement shall remain in full force and effect.

This agreement contains all of the agreements and understandings between the parties and supersedes all previous agreements, policies, and/or understandings.

ARTICLE 12

COLLECTIVE BARGAINING/MEETINGS

No more than two (2) representatives and one (1) alternate from the Union shall be designated to attend collective bargaining meetings with the Town or its representatives. The designated representatives of the Union shall be given the opportunity to meet with the Town or its representatives during working hours with or without pay depending upon their work schedule that day. Unless mutually agreed, all meetings between the Union and the Town or its representatives shall be during normal business hours.

The Town agrees to make this Agreement accessible for printing by the Union and its members on the Town's website.

ARTICLE 13

WAGES

Wages shall be paid in accordance with the following schedule:

A. Upon ratification of this agreement by the Union and the Town, and after voter approval, all wages shall be set as shown in Appendix A and reflect increases on July 1st of each contract year. [See Attached]

July 1st, 2024: 4.5% COLA
July 1st, 2025: 4.0% COLA
July 1st, 2026: 3.5% COLA

B. Retention Stipend -The Town shall pay each bargaining unit member an annual retention stipend (i.e., lump sum, not added to base pay) based upon the following completed and continuous years of service to the Town, and provided the unit member remains employed by the Town as of December 1st:

<u>Years of Service</u>	<u>Bonus Amount</u>
Three (3) years	\$500
Four (4) years	\$500
Five (5) years	\$1,000
Six (6) years	\$1,000
Seven (7) years	\$1,000
Eight (8) years	\$1,000
Nine (9) years	\$1,000
Ten 10) years or more	\$2,000

This payment shall be made in the first pay period of December each year.

ARTICLE 14

HOURS OF WORK

- A. The Chief of Police has the ultimate authority to determine all schedules.
- B. The work week shall be compensated at forty (40) hours pay.
- C. Employees shall be compensated at the rate of one and one-half (1-1/2) times their

regular rate of pay for overtime worked under the following conditions:

- For all hours worked in excess of forty (40) hours in any work week.
- Any mandated overtime requested by the employer during a pay period where the employee has utilized their paid time off. Any volunteered overtime requested by the employee during a pay period where the employee has utilized their paid time off will not be considered overtime.

D. The work schedule shall be established/completed eight (8) weeks in advance for periods of eight (8) calendar weeks. Employees will be given seven calendar days' notice when their tours of duty are to be changed, except in emergency situations as determined by the Chief of Police or the Chief's designee, or except when one-week notice is waived by the employee. This notice shall be in both written and oral notification. All shift swaps must be posted on the work schedule

ARTICLE 15

ROTATION AND RECALL LIST

OVERTIME

Overtime shall be assigned to qualified sworn full-time employees on a rotating basis, starting according to seniority. No part-time employee shall be assigned to cover overtime when there are full time sworn officers available and willing to take the shifts.

A rotation list shall be established to ensure overtime assignments are evenly distributed. No overtime patrol shift shall be filled by a supervisor, except as provided below. In the event that an individual either refuses to accept an overtime assignment or is unable to accept it for any reason, including lack of availability for notice purposes, that overtime assignment shall then be offered to the next employee on the rotational list. For each overtime assignment, the department shall commence offering to employees on the list at the point in the list immediately after the name of the employee who received the last overtime assignment. If the rotational list has been exhausted then the shift will be offered to a full time supervisor. If no supervisor is available to fill the shift it will be offered to a part time officer. In the event no officer can fill the shift, a mandatory recall list shall be used to fill the overtime assignment. The mandatory recall list shall start in the order of least senior full-time officer.

For the purposes of contacting the employee a telephone call and or text message must be placed.

Under no circumstances will swapping of an overtime assignment be permitted. Any overtime assignment that cannot be filled by the original officer, who "took" the overtime assignment must be filled by reassigning it from the list according to the procedure described above. Any officer who cancels an overtime assignment will not be reassigned in the rotation.

It is the responsibility of the Chief of Police or designee to manage the overtime assignment rotation and recall list.

In the event a new full-time officer becomes eligible to work overtime and is cleared by the Chief of Police or designee for such duty, their overtime hours will be made the average of hours worked on the overtime list.

DISPATCH OVERTIME

Overtime shall be assigned to qualified full-time communication specialist /dispatch employees on a rotating basis, starting according to seniority. No part-time employee shall be assigned to cover overtime when there are full time dispatchers available and willing to take the shifts.

A rotation list shall be established to ensure overtime assignments are evenly distributed. In the event that an individual either refuses to accept an overtime assignment or is unable to accept it for any reason, including lack of availability for notice purposes, that overtime assignment shall then be offered to the next employee on the rotational list. For each overtime assignment, the department shall commence offering to employees on the list at the point in the list immediately after the name of the employee who received the last overtime assignment. In the event no dispatcher can fill the shift, a mandatory recall list shall be used to fill the overtime assignment. The mandatory recall list shall start in the order of least senior full-time dispatcher.

For purposes of contacting the employee, a telephone call or text message must be placed.

Under no circumstances will swapping of an overtime assignment be permitted. Any overtime assignment that cannot be filled by the original officer, who "took" the overtime assignment must be filled by reassigning it from the list according to the procedure described above. Any dispatcher who cancels an overtime assignment will not be reassigned in the rotation.

It is the responsibility of the Chief of Police or designee to manage the overtime assignment rotation and recall list.

In the event a new full-time dispatcher becomes eligible to work overtime and is cleared by the Chief of Police or designee for such duty, their overtime hours will be made the average of hours worked on the overtime list.

DETAILS

Private details shall be offered to all full-time qualified Police Officer employees of the Department and distributed on an equitable rotational basis. In the event a full-time officer does not take the detail, it will be offered to a part time officer on a rotational basis according to an hours-worked list. A rotation list based on the number of hours worked shall be established to ensure private details are so distributed.

- In the event that an individual either refuses to accept a private detail or is unable to accept it for any reason, that detail shall then be offered to the next employee on the rotational list based on hours of work.
- If an employee cannot be contacted, they will not be charged for hours worked and the next employee will be contacted.
- If an employee refuses to take a detail, they will not be charged the number of hours the detail would have had, and the next employee on the list will be contacted.
- If no employee can be found to fill the detail, an outside agency which has mutual aid with the Town may fill it.
- If no employee or outside agency is available, a mandatory recall list will be used starting in reverse seniority.

For each detail, the Department shall commence offering to employees on the list at the point in the list immediately after the name of the employee who received the last private detail assignment based on hours of work.

For the purposes of contacting the employee, a telephone call or text message must be placed.

A detail information sheet must be completed for each detail and posted of employees to review. Any detail, filed by the original Officer who "took" the detail, may give away Detail hours to any Accepting Officer. (The four (4) hour minimum shall not apply to the Accepting Officer, if accepting less than four (4) hours.) However, the Original Officer will be charged the number of hours for the detail in its entirety regardless if they gave hours away. Any Officer who cancels out of a detail will be charged the number of hours for the detail.

It is the responsibility of the Chief of Police or designee to manage the detail rotation and recall list.

In the event a new full time or part time officer becomes eligible to work details and is cleared by the Chief of Police or designee for such duty, their detail hours will be made the average of hours worked on the detail list.

All unit members shall be allowed to work "Outside Details" within the Town of Tilton or any other Town which is covered under the "Mutual Aid" provision provided it is approved prior to detail by the Chief of Police or designee. No unit member shall utilize 40 hours of paid time off in one week to work "in town" details. All Outside Details shall be worked on a voluntary basis. The Town agrees that, when possible, to require any work being conducted on a public way within the Town to have a Tilton Police Officer assigned to said detail. In the event the Town cannot provide a Tilton Police Officer, then the detail may utilize a Police Officer from another jurisdiction.

The following pay scale shall prevail for all "Outside Details":

2024-2025	\$55.00
2025-2026	\$57.00
2026-2027	\$60.00

There will be a four (4) hour minimum for details. If the detail is cancelled less than one (1) hour prior to start time, the Officer shall be paid the four (4) hour minimum.

There will be a discount of \$5.00 per hour for all "Town or School paid details".

When an Officer uses a Tilton Police cruiser for said detail, the cruiser shall be returned clean and full of fuel.

ARTICLE 16

EXCHANGE OF SHIFTS

Exchange of shifts may be requested by one employee to another employee. No exchange shall be granted unless there is a mutual agreement between the two (2) parties and shall be subject to the approval of the Chief of Police or his/her designee. Both the original and the subsequent exchange must occur within the calendar year. It will be the responsibility of the officers involved in the exchange to inform the Chief or his/her designee when the actual exchanges occur. No additional cost to the Town or Department will result from this exchange of shifts.

ARTICLE 17

COMPENSATORY TIME

ACCRUAL: Accrual of Comp. Time will be at the discretion of the Chief of Police and shall only be authorized during overtime hours worked for the direct benefit of the Town, including, but not limited to: professional development, SWAT, time in court, time spent on investigatory matters with the County Attorney or Attorney General's office, or events occurring within the jurisdictional limits of the Town of Tilton. In no event shall compensatory time accrue between November 1 and December 31 st of each calendar year. Payment for authorized overtime hours worked shall, subject to approval by the Chief of Police, be either pay or compensatory time at the employee's option, such option to be exercised at the time earned. When authorized, compensatory time shall be earned and accumulated at the rate of one and one half hours for each overtime hour worked; provided that the total maximum allowable accrual shall be no more than twenty (20) hours or compensation at one time.

Upon accruing 20 hours of compensatory time, the employee shall not be permitted to accrue further compensatory time until the employee has used some or all of the employee's accrued compensatory time. After the use of some or all of the accrued compensatory time, the employee shall be permitted to accrue further compensatory time in accordance with this article.

Usage of Comp. Time will be at the discretion of the Chief of Police and/or his designee. Every year any time accrued by the employee but unused shall be paid no later than the 1st payroll in December. No compensatory time shall be carried over into the next calendar year.

ARTICLE 18

COURT TIME

Any employee who is not on duty and is required to appear in any court or administrative hearing shall be compensated for all hours worked at time and one-half the regular rate of pay and shall be guaranteed a minimum of four (4) hours compensation, unless scheduled to work within the four (4) hours. Any witness fees paid to the employee under these circumstances shall become the property of the Town. Employee will make every effort to acquire and apply for any and all fees that may be paid for time spent on any court case.

ARTICLE 19

CALLBACK

Any employee who is called back to duty from off duty status shall be paid a minimum of four (4) hours at time and one-half their regular rate of pay. Should the call back extend beyond the four (4) hours, the employee will continued to be paid at time and one-half their regular rate of pay. Hours worked on a call back shall start to commence upon arrival of the employee at work. Should the employees regularly scheduled hours commence prior to the completion of the four (4) hour minimum, said employee shall still be entitled to four (4) hours compensation at time and one-half the regular rate of pay, said compensation reverting to the employee's regular rate of pay at the start of their regularly scheduled work hours.

ARTICLE 20

CLOTHING ALLOWANCE

The annual clothing allowance shall be as follows for the positions specified:

DETECTIVES: \$500 PER YEAR

The Detective clothing allowance will be paid one time annually as of the first pay period in the contract year.

PROSECUTOR: \$500 PER YEAR

The Prosecutor clothing allowance will be paid one time annually as of the first pay period in the contract year.

The Town will provide replacement body armor on a replacement schedule maintained by the Department and recommended by the manufacturer. The replacement will be at the same level or greater than Threat Level III-A.

Notwithstanding the foregoing, officers shall notify the Chief of Police, or his/her designee, no later than March 1st of each year, if their respective vest warranty is scheduled to expire within the next twelve (12) months.

Unless otherwise authorized by the Chief of Police, all officers within the bargaining unit shall wear body armor at all times while on duty.

Dry cleaning of clothing shall be provided by the Town for Officers uniforms and Detectives clothing only. Said dry cleaning will be done within the guidelines provided by the Chief of Police.

All full time officers shall be provided with the basic Uniform required by the Town for use on duty. Said basic uniform shall include the following:

1. Summer/Winter Hat
2. two (2) uniform pants every contract year.
3. two (2) long sleeve uniform shirts every contract year.
4. two (2) short sleeve uniform shirts every contract year.
5. one (1) pair shoes/un-insulated boots every two contract years.
6. one (1) pair insulated boots every two contract years.
7. one (1) spring jacket
8. one (1) winter jacket
9. one (1) Rain jacket
10. Protective Gloves
11. Winter Gloves
12. Flashlight
13. Utility Gun Belt

14. Holster
15. Handcuffs
16. Service Weapon
17. Alternative Use of Force Implements
18. Ballistic (Bullet-proof) Vest
19. Any other equipment necessary to carry out the required job functions of any position.
20. All full time sworn officers shall receive a \$200.00 credit every contract year, to be used for any equipment needs directly related to police work. This is to be available as of July 1st of every contract year. The credit will run until June 30th of the following year. Any unused amount will be forfeited. Subject to review by the Chief of Police or his/her designee, and with final review by the Board of Selectmen, the Town shall reimburse police related expenses to the employee in an amount of up to \$200.00. The employee must submit receipts within 30 days of initial payment in order to be reimbursed by the Town. Reimbursement may be in the form of petty cash, an addition to a paycheck, or a separate check.

Any damage to the basic issued uniform list above during the course of an employee's duties which renders the item unusable shall be replaced by the

ARTICLE 21

INSURANCES

MEDICAL BENEFIT PLAN

The Town provides all full-time employees who have met the eligibility requirements of the insurance plan with health insurance coverage for themselves and their dependents.

A Health Reimbursement Arrangement (HRA) Plan shall be established by the Town to cover up to the first twenty-five percent (25%) of employee claims towards the total deductible under this plan for the period January 1, 2021 to June 30, 2024 (not to exceed 25% for the applicable plan years).¹ A third party administrator shall be used to facilitate reimbursement of eligible expenses (i.e., medical plan deductions).

In the event any increase in Town's 2021, 2022 or 2023 annual premiums for the Health Trust ABSOS medical insurance plan is 5.0% or less, the Town will bear the full cost of the increase in

¹ It is understood that a "plan year" for the Town is based upon a calendar year, January to December. Accordingly, the Town shall provide funds for up to 25% for plans years 2021, 2022, and 2023.

the AB SOS plan premium. Any percentage increase in the premium above 5.0% shall be borne by the employee by way of pre-tax payroll deduction, but employee contributions towards the total premium shall be capped at ten percent (10. 0%) for the term of this agreement.

For those employees who elect to enroll in the Health Trust AB20 plan, the Town shall pay 77% % of the total insurance premium and the employees shall be required to pay 23% of the total insurance premium by way of pre-tax payroll deduction.

From time to time other comparable medical plans may be made available to employees as approved by the Board of Selectmen, at the employee's expense. Details of the health insurance plans are listed in "**Appendix A-Employee Medical Benefit Plan**".

Part-time employees are eligible to purchase health insurance th the Town at the employee's expense. Part-time employees are required to pay the fuJJ cost of the premium with the premium being paid one month in advance.

The extent of coverage under the insurance policies referred to herein shall be governed by the terms and conditions set forth in said policies or plans. Benefits there under shall be resolved in accordance with the terms and conditions set forth in said policies or plans. The failure of any insurance carrier(s) or plan administrator(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the Town.

In regards to changing any insurance policies, the Board of Selectmen will make every effort to acquire policies that provide comparable coverages.

FLEXIBLE SPENDING ACCOUNT

The Town shall make available to employees a Section 125 Flexible Spending Account with a maximum carry over amount of \$500 per year, or as may be allowable under law.

DENTAL BENEFIT PLAN

The Town provides all full-time employees who have met the eligibility requirements of the dental plan with dental insurance coverage. Coverage for dependents is also available at the employee's expense through pre-tax payroll deductions. The details of which are attached hereto in "**Appendix A-Employee Dental Benefit Plan**".

ACCIDENT/DISABILITY INSURANCE

The Town provides to eligible full-time employees both short-term and long-term disability income protection for personal illness or accidents which preclude an employee from coming to work. The details of which are attached hereto in "**Appendix A-Employee Disability Insurance Plan(s)**".

LIFE INSURANCE

The Town shall provide each full-time employee with a group term life insurance policy. The details of which are attached hereto in "**Appendix A-Life Insurance Policy.**"

INSURANCE BUY BACK

Effective upon the ratification of this agreement, and every year covered by this agreement, full-time employees who do not participate in the Town's health insurance benefit plan shall be eligible to receive an annual payment. A full-time employee, who has insurance coverage under a plan not provided by the Town, and is not otherwise subsidized under the Affordable Care Act, has the option to sign a buy-back agreement, which entitles him/her to receive a monetary incentive for opting out of the Town's insurance program, provided that the employee submits satisfactory proof of alternative insurance coverage in accordance with this section. This amount is payable throughout the year in twelve (12) equal monthly installments, and shall be pro-rated for any employee who is only eligible for the buy back for a portion of the contract year.² The employee will be responsible to pay taxes on these funds. The only time the employee can sign up for the Town's insurance is during renewal time or if circumstances beyond the employee's control makes it necessary for them to pick up the Town's insurance thus canceling the "Buy Back" contract.

Payments shall be as follows:

Single Person Plan	\$2,250.00
Two-Person Plan	\$4,500.00
Family Plan	\$7,500.00

Employees are prohibited from receiving both an insurance buy back payment from the Town and coverage under the Town's health insurance plan.

² By way of example, an employee who opts out of the Town's health insurance benefit plan for family coverage as of January 1st, shall be paid \$3,750 over six months (\$650 per month).

ARTICLE22

TIME AWAY FORM WORK

HOLIDAYS

Employees are entitled to the following paid holidays. Holiday pay will be paid at the straight time hourly rate (based upon an 8-hour day) and will be pro-rated for employees that regularly work fewer than eight (8) hours a day.

New Year's Day (January 1)
Martin Luther King Day (3rd Monday of January)
President's Day (3rd Monday of February)
Memorial Day (Last Monday of May)
Independence Day (July 4)
Labor Day (1st Monday in September)
Columbus Day (2nd Monday of October)
Veterans' Day (November 11)
Thanksgiving Day (4th Thursday in November)
Thanksgiving Friday
Christmas Day

All holidays will be observed on the day designated by the Federal Government.

Employees not assigned to the patrol Division (including those assigned to the detective division) receive the holiday off with pay at their regular straight time rate.

Employees assigned to the patrol Division (excluding detectives) shall work their regularly scheduled shift as scheduled without regard to the occurrence of the holiday, and shall be compensated for holidays by payment of eleven (11) additional days of pay (based upon an 8-hour work day) at the straight time rate on the first payday in December, if otherwise eligible.

Employees assigned to the patrol division for less than the entire calendar year shall have their December payment for holidays pro-rated accordingly. By way of example, an employee assigned to the patrol division from July 1 to December 31 shall receive payment for 7 holidays based upon the seven holidays, noted above, that occur during this time period.

PAID TIME OFF

Full-time and part-time employees are eligible for paid time off. Temporary employees are not eligible for paid time off. Paid time off for part-time employees is based on the number of hours an employee is regularly scheduled to work in one week, and in order to qualify for this benefit, the part-time employee must earn over \$10,000 per year with the Town through their part-time job. Part-time employees will receive pro-rated hours based on their regularly scheduled work

week. Part-time employees are eligible for not less than one week per year. In the event of confusion, the Board of Selectmen may elect at their sole discretion to use an average of worked hours over at least a six (6) month period of time if no reasonable work schedule exists for a part-time employee.

Paid time off is earned monthly and paid in lieu of separate vacation, personal and sick time. This enables the employee to manage their time off, and use it in a manner that best suits their needs. It can be used for vacation, sick time, doctor appointments, personal days, etc.

Paid time off is earned during the calendar year and is accrued for full-time employees according to the following schedule. Part-time employees accrue hours based upon 50% of the following schedule.

Years of Continuous Service	Paid Time Off
1st year/1-12 months	12 hours per month
2nd year/13-60 months	16 hours per month
6th year/61-108 months	19 hours per month
10 th year/109-168 months	21 hours per month
15 th year/169-228 months	24 hours per month
20 th year/229+ months	25 hours per month

“Years of Continuous Service” within this table shall be defined as total time worked as a certified police officer/communication specialist (i.e., bargaining unit employee) for the Town, however, as of the effective date of this agreement, prior experience in the same position with another employer shall be included in determining the paid time off accrual rate at time of hire.

Newly hired employees commence accruing paid time off effective the first of the month following their date of hire. Accrued time is posted the first day of the month.

Full-time employees must take a minimum of forty (40) hours of paid time off per year. While full-time employees are encouraged to take their accrued time off on an annual basis, they may carry forward up to a maximum of eighty (80) hours into the next calendar year, which must be used during that calendar year. In no circumstances may any portion of paid time off carried over into the following year be then carried into a subsequent year.

Full-time employees are permitted to bank up to a maximum of one-hundred twenty (120) hours for use only in the event all other accrued paid time off has been exhausted and subject to the specific approval and discretion of the Chief of Police. Eligible employees may initiate a once a year, one-way transfer of hours accumulated in their Paid Time Off accrual balance, into their bank and must notify the Chief of Police by December 1 of each year indicating the number of hours to transfer.

In the event the employee separates from employment with the Town, any remaining hours in the bank will be repaid to the employee.

Any full-time employee who has worked for the Town in a full-time capacity for at least six (6)

consecutive years may, at his/her option receive payment of his/her annual paid time off at his/her normal rate of pay according to the following schedule;

6th year/61-168 months		40%
15 th year/169 +		30%

The option to exercise this benefit must be filed with the employee's Department Head at least two weeks in advance of payment, said payment shall occur no later than the first (1st) pay period in December.

Employees shall provide at least 24-hour notice for use of paid time off for periods of two to three consecutive work days. For any periods greater than three (3) consecutive work days, employees shall provide at least four (4) weeks' notice, said time off to be granted on a first come, first serve basis. In an instance where more than 80 hours of consecutive leave is sought, the employee shall be required to provide 8 weeks' advance notice. Paid time off shall be granted to no more than two (2) officers or dispatchers for the same time period. The time restrictions contained herein may be waived at the discretion of the Chief of Police or his/her designee or as may be required to comply with any requirements related to the Family Medical Leave Act or other applicable law.

Paid time off can only be denied at the discretion of the Chief of Police or his designee for emergency circumstances, to include, but not limited to, critical incidents, mandatory department training, court time, a recalled (ordered in) shift, and anytime the Chief of Police determines exigent. Unless medically unfit for duty, Paid Time Off requested less than twelve hours prior to usage may be denied. It is the responsibility of the requesting officer to contact the on-duty, or if need be off duty, supervisor and request their time off directly by phone call. The Supervisor will attempt to fill the request and if not successful, it may be denied by the Chief of Police or his designee.

BEREAVEMENT LEAVE

Full-time and part-time employees bereaved by the death of a relative will be granted time off from work without loss of pay in accordance with the following policy.

In the event of the death of a member of a full-time or part-time employee's immediate family, the Town provides 40 hours paid time off. Pay for part-time employees will be pro-rated based on the number of hours, if any, the employee regularly works on those days. "Immediate family" includes spouse, children, stepchildren, parents, brothers, sisters, step-parents, step-brothers, step-sisters, mother-in-law, father-in-law, grandparents, and grandchildren of the employee.

Additional unpaid time off due to bereavement may be granted for a specified and limited period of time with the approval of the Chief of Police or designee. Employees seeking such additional unpaid time off must demonstrate the need for the time off.

In the event that you are on paid time off at the time of the death of the relative, the bereavement

leave will not be charged against your paid time off credit. Additional days may be granted to compensate for those days used as bereavement leave.

ARTICLE23

RETIREMENT BENEFIT

Full-time employees required to join the NH Retirement System will receive the benefit of the Town's contribution required by that System. Eligibility for the coverage begins on the date of hire. Full-time employees not required to joining the NH Retirement System will receive the benefit from the Town at the level the Town is required to contribute to the NH Retirement System provided they are enrolled in an approved retirement program.

ARTICLE24

MILITARY LEAVE

1. (a) **Active Duty:** Any employee who is drafted or otherwise called to active military duty with the Armed Forces of the United States will be granted military leave. During military leave the employee will receive his/her rate of pay less the amount of compensation, including allowances, received from the military for up to two (2) weeks per year. Upon return from military leave, the rate of pay and other benefits will be the same as if the employee had worked continuously with the Town in the assignment held when the period of military leave commenced.

(b) **Qualifying Exigency Leave:** In the event that a member of the employee's immediate household is called to covered active duty, such as a short notice deployment (i.e., deployment within seven or less days of notice), the employee will be granted time off to address necessary family matters in accordance with the Family and Medical Leave Act (FMLA), and may utilize up to seven (7) days Paid Time Off for this purpose.

(c) **Duty:** When an employee who, as a member of one of the reserve components of the Armed Forces, is required to meet his/her annual two week obligation, the employee will be granted military leave. During military leave the employee will receive his/her rate of pay less the amount of compensation, including allowances, received from the military for up to two (2) weeks per year.

(d) **Notice of leave request:** Any employee needing time away from work for service or training in the military must make the Board of Selectmen aware of the need for leave as soon as written or verbal orders from the military are received. Such notice will be in writing and shall provide all pertinent information such as first day on leave and the anticipated return to work date.

(e) **Reinstatement to work:** As soon as an employee on active duty has a return to work date, s/he must notify the Board of Selectmen in writing. The Town will reinstate the employee promptly in accordance with applicable law. Employees seeking reinstatement may be asked to provide documentation of the timeliness of the reinstatement request and/or the total time spent in active service (i.e. for periods of service of 181 days or more, application for reemployment must occur within 90 days of release from duty).

ARTICLE25

EDUCATIONAL PAY

At the sole discretion of the Board of Selectmen, full-time and part-time employees may be granted paid time off or unpaid leave to attend workshops, institutes, or short-term courses. All considerations and approval for an educational leave are handled on a case by case basis.

ARTICLE26

BUSINESS AND TRAVEL REIMBURSEMENT

Necessary travel incident to duties and performed in the employee's personal vehicle shall be reimbursed at the mileage rate established by the IRS and adjusted annually, plus any charges for tolls or parking.

Meals will be reimbursed when official business involving an overnight stay, or attending a meeting or conference, workshop, seminar or training session. Actual expense of the meal shall be allowed, plus tax and gratuity. Detailed receipts must be provided.

Cost of lodging incidental to travel shall be reimbursable at actual cost. Detailed receipts must be provided.

All reimbursements must be approved by the Chief of Police or designee.

ARTICLE27

SENIORITY/LAYOFFS

LAYOFFS

For the purposes of this agreement seniority is defined as follows: Members shall not acquire seniority during his/her probationary period (as defined by RSA 273-A: 1 sec. IX (d)) but thereafter his/her seniority shall start from the date of appointment as a regular full time police officer. Officers promoted to higher ranks (Corporal, Sergeant) their seniority will be established by virtue of rank first and secondly by the aggregate time served in rank. In the event that more

than one employee is appointed on the same date or promoted on the same date, then seniority shall be established by the score received on the entrance exam or promotional exam.

Should the Town of Tilton hire an employee with prior police experience, the Town may elect to place that employee within the appropriate pay matrix according to their years of service as a police officer, however in reference to seniority within the Police Department, said employee's seniority shall start as described above.

Laid off members shall be eligible for recall for a period of 12 months from the date of the lay off. Rehiring for the vacant position will be done by rehiring the laid off member with the most seniority at the time of the layoff.

In the event of a layoff, the Town shall layoff according to seniority in reverse order beginning with the officer with the least seniority within the department.

ARTICLE28

BULLETIN BOARD

The Town shall provide the Union with space for a bulletin board within the Police Department to post notices dealing with Union matters. Cost of the bulletin board will be borne by the Union members. The Board shall be enclosed with glass doors and a lock. Should the Union have a posting which is deemed inappropriate by the Chief of Police or his designee, it will be taken down immediately, then at the earliest possible time agreeable to the President of the Union or his designee, and the Chief of Police or his designee, a meeting will be held to discuss the issue. Under no circumstances shall the Unions rights to Free Speech be impinged.

Likewise, under no circumstances shall the Chief of Police or his designee have their command troops' moral jeopardized in any way. Violations of Police Chief's policy shall constitute disciplinary actions.

ARTICLE29

PROBATIONARY PERIOD

1. All newly hired employees shall be required to successfully complete a probationary period. During the probationary period, an employee is eligible for those benefits for which the position qualifies, but otherwise is employed at-will. During the probationary period, the probationary employee may be discharged at the sole discretion of the Town. Dismissal of an employee during the probationary period shall not be subject to the grievance procedure.

2. The probationary period for all non-sworn employees shall be six (6) months in duration, and may be extended for an additional three (3) month period by the Chief of Police. Full-time and regular part-time sworn police officers shall have a probationary period of twelve (12)

months from date of hire. NH full-time certified officers hired into the department shall have a probationary period of six (6) months from their employment start date.

3. All employees who have been promoted to another bargaining unit position shall be required to complete a three (3) month probationary period in the new position before the promotion is considered to be final.

4. Personnel who leave the employ of the Town and are re-hired more than ninety (90) days after separation, except those granted a leave of absence or recalled after a layoff of less than twelve (12) months, shall serve another probationary period and shall in all other respects be treated as a new employee.

ARTICLE 30

TERM OF AGREEMENT

This agreement shall remain in full force and effect from July 1, 2024 to June 30, 2027.

If either of the principle parties desires to alter or modify this Agreement or negotiate a successor agreement hereto, it shall give notice to the other party of such desire at least one-hundred and twenty (120) days prior to the budget submission date in accordance with RSA 273-A:3, II(a), after which the parties shall forthwith arrange to commence collective bargaining negotiations in good faith.

The Town agrees to provide the PELRB with a copy of this Agreement within fourteen (14) days of its execution in accordance with PUB 207.02(b).

For the Town of Tilton:

Patricia Conventino
Chair

Dated: 6/6/2024

Nathaniel D. Dawson

Dated: 6-20-2024

Scott Dyer

Dated: 6/20/2024

Joseph Jessiman

Dated: 6/20/24

Justin A. [Signature]

Dated: 6-20-24

APPENDIX A

WAGES

See Attached Wage Schedule for years:	<u>2024-25</u>	<u>2025-26</u>	<u>2026-27</u>
	+4.5%	+4.0%	+3.5%

Detectives:

2.5% above base wage (applies to employees at rank of patrolman only, i.e., employees at corporal and sergeant ranks are not eligible for this incentive payment).

****Only while being assigned to the Detective Unit for 30 days or more****

For the Tilton Police Union, NEPBA Local 29

Whi Pa President

Dated: 5-31-24

Dated: _____

Patricia Consentino
Sel. Patricia Consentino, Chair

Jonathan Scanlon
Sel. Jonathan Scanlon, Vice Chair

Katherine Dawson
Sel. Katherine Dawson

Joseph M. Jesseman
Sel. Joseph M. Jesseman

Scott Ruggles
Sel. Scott Ruggles

Empl Number	Employee	Current Wage	4.50%	4.00%	3.50%
			7/1/24 - 6/30/25	7/1/25 - 6/30/26	7/1/26 - 6/30/27
6137	Berry - during Academy	23.50	24.56		
	Berry - post Academy	24.50	25.60	26.62	27.55
6142	Bolduc - during Academy	23.50	24.56		
	Bolduc - post Academy	24.50	25.60	26.62	27.55
6120	Bosnjak	25.16	26.29	27.34	28.30
6109	Conley	28.02	29.28	30.45	31.52
6136	Glines	26.57	27.77	28.88	29.89
6118	Hartford	21.32	22.28	23.17	23.98
6030	Keenan	30.00	31.35	32.60	33.74
6096	Normand	26.57	27.77	28.88	29.89
6024	Ort	33.27	34.77	36.16	37.43
2032	Patten	34.02	35.55	36.97	38.26
6117	Serbst	25.16	26.29	27.34	28.30

Note: *Berry and Bolduc wage increases \$1.00 upon completion of the Police Academy*