

THE TOWN OF HILLSBOROUGH

AND

N.E.P.B.A LOCAL 51

**COLLECTIVE
BARGAINING AGREEMENT**

April 1, 2024 – March 31, 2027

TABLE OF CONTENTS

	Page
Article 1 Preamble and Recognition	1
Article 2 Dues Deduction	1
Article 3 Union Membership	2
Article 4 Employee Rights	2
Article 5 Management Rights	4
Article 6 No Strike Clause	5
Article 7 Grievance Procedure	5
Article 8 Arbitration	7
Article 9 Residency	7
Article 10 Reduction in Force	8
Article 11 Hours of Work/Attendance	8
Article 12 Overtime	9
Article 13 Holidays	9
Article 14 Leave	10
Article 15 Union Business Leave	11
Article 16 Collective Bargaining Meetings	11
Article 17 Benefits	11
Article 18 Wages	13
Article 19 Longevity	14
Article 20 Education Recognition	14
Article 20-A Tuition Assistance	15
Article 21 Field Training Officer Duty	15
Article 21-A Detail Pay	16
Article 21-B Terminal Agency Coordinator	16
Article 22 Uniforms	16
Article 23 Discipline	16
Article 24 General	16
Article 25 Duration	17
Article 26 Cell Phone Allowance	18

APPENDICES

<u>Appendix A</u>	19
<u>Appendix B</u>	26

ARTICLE 1- PREAMBLE AND RECOGNITION

The Town of Hillsborough, NH is represented by its governing body, the Board of Selectmen (hereinafter referred to as "Board"). New England Police Benevolent Association (NEBPA) Local 51 is certified by the State of New Hampshire Public Employees Labor Relations Board (PELRB) as the authorized representative of the Town of Hillsborough's police patrolmen, dispatchers and part-time dispatchers by PELRB Order dated July 27, 2010 (hereinafter referred to as "Local 51" or the "Union"). The Board and Local 51 enter into this Collective Bargaining Agreement in order to set forth terms and conditions of employment and a grievance procedure.

The Board recognizes NEBPA Local 51 as the sole and exclusive bargaining for all regular full-time police patrol officers and all regular full-time and regular part-time dispatchers, excluding probationary, temporary and seasonal employees. Nothing in this Agreement shall deprive or limit the parties to this Agreement in the exercise of any rights and liberties granted them under the laws of the State of New Hampshire or of the United States of America.

The members of Local 51's bargaining committee who are scheduled to work a shift during negotiations shall be granted time off without loss of pay and benefits for all meetings between the Board's negotiating committee and Local 51 for the purpose of negotiating the terms of an Agreement.

This Agreement becomes effective at 00:01 April 1, 2024, subject to approval of the required funding and cost items by the Annual Town Meeting of the Town of Hillsborough, and remains in effect through midnight, March 31, 2027.

ARTICLE 2 - DUES DEDUCTION

The Town agrees to deduct Union dues from all employees who are covered by this agreement who are Union Members, membership being duly authorized by the signing of a dues deduction authorization card by said employees indicating the amount to be deducted. The dues along with a statement of which employees have paid dues shall be sent on a monthly basis to:

Treasurer

New England Police Benevolent Association

7 Technology Drive, Suite 102

Chelmsford, MA 01863

If an electronic transfer (ET) of said Union dues is made by the Town to the Union, then the Town shall provide on a monthly basis a statement listing those employees paying said dues.

If any employee has no check coming or if the check is not large enough to satisfy the dues, then no deduction will be made from that employee. In no case will the Town attempt to collect fines or assessments for the Union beyond the regular dues.

The Union agrees to notify the Town of any change in the amount of dues one (1) month prior to said change. The Union agrees to hold harmless the Town over any disputes arising out of the collection of said dues.

ARTICLE 3-UNION MEMBERSHIP

Membership in the Union is not mandatory. As such, the exclusive bargaining relationship established a mutual obligation: A Union has the obligation to provide collective bargaining and grievance representation to all employees in the bargaining unit whether members or non-members, and the employee has a corresponding obligation to share in defraying the costs of collective bargains services from which he or she directly benefits.

Non-members who request that the Union provide grievance representation shall be charged the full fair cost to the union of such non-member representation. The Union will charge the full fair costs of the processing of grievances, and/or representation services, said charge set at \$40.00 per hour for time incurred by the local and National Union officials and stewards. The Union will charge the cost, up to \$200.00 per hour for time incurred by attorneys retained by the Union. These charges are in lieu of agency fee deductions for non-union members. The Union will send an invoice for costs and expenses incurred periodically and such payment will be due within thirty days.

The non-member may notify the Union, in writing, that they wish to withdraw the grievance and will be responsible only for costs and expenses incurred prior to the time of said notice.

Nothing herein shall enlarge or alter the Union's duty of fair representation, and the Union reserves the right to evaluate the merits of any grievance proposed and to decline to process such grievance consistent with its duty of fair representation.

Nothing herein shall create an obligation on the part of the Town to collect charges made by the Union to non-members or to take any actions whatsoever to enforce this article against non-members in the event of nonpayment of charges by non-union members.

ARTICLE 4 –EMPLOYEE RIGHTS

4.1. When an employee is ordered to submit to an interview, answer questions or submit a report in a non-criminal matter in which the employee is under investigation the employee's responses and

statements are given under threat of automatic dismissal and job forfeiture and the employee has no alternative but to abide by such order(s).

4.2. An employee ordered to submit to an interview, answer questions or submit a report which might lead to his or her suspension and/or dismissal, shall have the following rights under this contract:

4.2.1 The employee will be informed prior to any interview or ordered written report if the Town believes the suspect is involved in any investigation regarding a criminal offense or misconduct which could lead to suspension and/or dismissal of the employee.

4.2.2 The employee will be informed of the nature of the investigation and the allegations against him or her. The employee will be given the opportunity to consult with a representative of Local 51 prior to any interview or ordered written report. The employee shall be afforded the right to have the representative of Local 51 at any interview. The employee shall have the opportunity to review any Police reports on file to refresh his or her memory prior to being interviewed.

4.2.3 All interviews shall take place at the Employer's facilities unless mutually agreed to on an alternate site. The Town shall make a reasonable good faith effort to conduct interviews during normal business hours.

4.2.4 Any reports, statements of answers to questions in interviews conducted for non-criminal matters are for internal purposes only.

4.2.5 The employee shall be allowed reasonable intermissions to attend to personal necessities and/or to consult with his or her Local 51 representative.

4.2.6 All interviews shall be reasonably limited in scope to activities, circumstances, events, or conduct which pertain to the incident which is the subject of the investigation unless during the investigation a violation of policy or a criminal offense surfaces.

4.2.7 No interview shall be recorded in any manner without the consent of the employee. If the employee consents to the interview being recorded, a complete copy of the recorded interview shall be furnished to the employee. If the interview is transcribed a complete copy of the interview shall be furnished to the employee.

4.2.8 Interviews and investigations of employees will be completed without unreasonable delays. The employees shall be provided notification of the status of the investigation every ten (10) days. The employee shall be advised immediately upon the conclusion of the investigation and what, if any, future action is to be taken on the incident.

4.2.9 If the investigation results in suspension or dismissal of the employee a complete copy of the investigation will be furnished upon request, said copy to contain all reports, any recordings,

and any transcripts. The employee will be furnished the names, addresses and telephone numbers of all complainants and witnesses who were interviewed in the investigation.

ARTICLE 5-MANAGEMENT RIGHTS

5.1 Except as otherwise expressly and specifically limited by the terms of this Agreement, the Town retains all their customary usual and exclusive rights, decision making, prerogatives, functions and authority connected with or in any way incidental to its responsibility to manage the affairs of the Town or any part of the Town. The Town retains all prerogatives, functions and rights not specifically limited by the terms of this Agreement.

5.2 The Town shall have no obligation to negotiate with Local 51 with respect to any such subjects or the exercise of its discretion and decision making with regard thereto any subject covered by the terms of this Agreement and closed to further negotiations for the term hereof. Any subject which was or might have been raised in the course of collective bargaining is closed for the term hereof.

5.3 By way of illustration and without limitation, the exclusive prerogatives, functions and rights of the Town shall include but not be limited to the following:

1. To direct and supervise all operations, functions and policies of the Town and the Police Department in which the employees in the bargaining unit are employed.
2. To determine the need for a reduction or an increase in the work force.
3. 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 Town must retain broad authority to fulfill and implement its responsibilities and may do so by oral and written work rules, existing or future.
4. To implement new, and to revise or discharge, wholly or in part, old methods, procedures, materials, equipment, facilities and standards.
5. To assign and distribute work.
6. To determine the need for and the qualifications of new employees, transfers and promotions.
7. To assign shifts, workdays, hours of work and work locations.
8. To discipline, suspend, demote or discharge an employee.

5.4 The exercise of any management prerogative, functions or rights which are not specifically modified by this Agreement are not subject the grievance procedure of Article 7, to arbitration or, as set forth above, to bargaining during the term of this Agreement.

ARTICLE 6-NO STRIKE CLAUSE

6.1 Under no circumstances shall Local 51 cause, encourage, sponsor or participate in any strike, sit-down, stay-in, stay-out, sick-out, work slowdown of any kind while on duty, withholding of services or any curtailment of work or restriction or interference with the operations of the Police Department.

6.2 Any employee violating this Article shall be subject to the disciplinary policy.

ARTICLE 7-GRIEVANCE PROCEDURE

7.1 The purpose of the procedure set forth hereinafter is to produce proper and equitable solutions to grievances. All grievances will be handled as provided in this Article.

7.2 The Parties agree that such procedures shall be kept as informal and confidential as may be appropriate for the circumstances and/or the procedural level involved. Nothing in this Agreement shall prevent any employee from individually presenting any grievance to his/her employer without representation by Local 51. Local 51 may be present at grievance meetings (other than Level 1) and state its position on the grievance if the employee so desires. Those grievances reduced to writing and resolved without Local 51 representation shall be documented and forwarded to Local 51 within ten (10) working days.

7.3 The following definitions shall apply for the purposes of this Agreement:

1. GRIEVANCE shall mean a complaint by an employee that the Town has interpreted and applied a term or terms of this Agreement in violation of the specific term or terms.
2. AGGRIEVED EMPLOYEE shall mean the employee making the complaint.
3. TOWN shall mean the Board of Selectmen.
4. WORKING DAYS for the purposes of this Article only shall mean Monday through Friday, exclusive of legal holidays.

7.4 A matter which is not specifically covered by this Agreement, or which is reserved by laws so long same is not in conflict with any provision of this Agreement is not subject to the arbitration procedure. Only grievances as defined above may be arbitrated under the provisions of Article 8.

7.5 Local 51, when requested by an employee, may assist him or her in processing a grievance. In so assisting the employee, Local 51 shall be given the opportunity to discuss the matter with the employee and any other employees who may have information bearing on the matter, prior to presenting the grievance. Local 51 will be notified of the scheduled time and duration of this procedure, which shall not interfere with departmental business.

7.6 Grievance Procedure

1. Level 1-Oral (supervisor): The aggrieved police employee shall first present the grievance to a Sergeant within five (5) working days of the day the aggrieved employee knew, or should have known, of the event or events, on which the grievance is based. The aggrieved dispatch employee shall first present the grievance to the Dispatch Supervisor within five (5) working days of the day the aggrieved employee became aware of, or should have known, of the event, or events, on which the grievance is based. The Sergeant or Dispatch Supervisor shall respond to the aggrieved employee within five (5) working days of the presentation of the grievance. Both the grievance and the response to it may be oral.
2. Level 2-Written (Police Chief): If the grievance is not resolved to the satisfaction of the aggrieved employee by the Sergeant or Dispatch Supervisor, then within five (5) working days, it shall be reduced to writing, signed by the employee, and forwarded to the Police Chief. The Police Chief shall schedule and meet with the aggrieved employee within eight (8) working days. The Police Chief shall then respond within seven (7) working days of said meeting.
3. Level 3-Written (Town Administrator): If the grievance is not resolved to the satisfaction of the aggrieved employee by Level 2, then the aggrieved employee may submit a written grievance to the Town Administrator, a/k/a Business Administrator within five (5) working days of the response from the Police Chief. The Town Administrator shall schedule and meet with the aggrieved employee within eight (8) working days. The Town Administrator shall then respond within seven (7) working days of said meeting.
4. Level 4-Written (Board of Selectmen): If the grievance is not resolved to the satisfaction of the aggrieved employee by Level 3 then the aggrieved employee may submit a written grievance to the Board of Selectmen. The Board of Selectmen shall schedule and meet with the aggrieved employee within fourteen (14) working days. The Board of Selectmen shall then respond within fourteen (14) days of the meeting with a written decision.

7.7 If at any step/level of the Grievance Procedure a written response is not rendered within the time frame set forth, then the grievance shall proceed to the next step. Time frames set forth in this article may be extended by mutual agreement between the parties.

ARTICLE 8-ARBITRATION

8.1 If the grievance has not been resolved to the satisfaction of the aggrieved employee, Local 51 may, by giving written notice to the Board of Selectmen within ten (10) days after the date of the written decision of the Board of Selectmen referred to in Level 4, submit the grievance to arbitration. Such notice shall be addressed in writing to the Board of Selectmen.

8.2 In the even that Local 51 elects to proceed to arbitration, the Board or its designee and Local 51 will endeavor to agree upon a mutually acceptable arbitrator and obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain a commitment to serve, the grievance shall be referred to the NH Public Employees Labor Relations Board (PELRB) by Local 51 no later than twenty (20) days after the receipt of the notice of submission to arbitration referred to in Subsection 8.1 above. In such event, the arbitrator shall be selected in accordance with the Rules of the PELRB, then applicable to voluntary labor arbitration.

8.3 Arbitration shall be held at a mutually agreeable location within the Town of Hillsborough.

8.4 The costs for the services of the arbitrator, including fees, per diem expenses, if -any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the parties. Any other expenses shall be paid by the party incurring same.

8.5 Questions of arbitrability are not waived and may be raised by either party in arbitration or any other appropriate forum. The function of the arbitrator is to determine the interpretation and application of specific terms of the Agreement. There shall be no right in arbitration to obtain and no arbitrator shall have any power or authority to award or determine any change in, modification or alteration of, addition to, or deletion from any other provisions of this Agreement.

The arbitrator may, or may not, make his award retroactive to the initial filing date of the grievance as the equities of the case may require in the judgment of the arbitrator.

8.6 Each grievance shall be separately processed to an arbitration proceeding unless the parties agree otherwise.

8.7 The arbitrator shall furnish a written opinion specifying the reasons for his decision. The decision of the arbitrator, if within the scope of his or her authority and power within this Agreement, shall be final and binding upon Local 51 and the Town and the aggrieved employee who initiated the grievance.

ARTICLE 9-RESIDENCY

Police officers covered by this Agreement shall live within a 30-mile radius of the police station. New hires shall comply with this requirement at the end of their probationary period.

ARTICLE 10-REDUCTION IN FORCE

10.1 Should there be a reduction of police officers covered by this Agreement, the police officer with least seniority, regardless of rank, shall be laid off first and rehired in the inverse order of layoff in accordance with the following procedures. Should there be a reduction in full-time dispatchers covered by this Agreement, the full-time dispatcher with the least seniority shall be laid off first.

10.2 Notices of recall to work after layoff shall be sent by certified mail or delivered in hand to the senior most employee's last known address as shown on town records. The recall notice shall state the time and date on which the employee is to report back to work. A recalled employee shall be given at least ten (10) calendar days notice, excluding Saturday and Sundays, to report to work.

10.3 In the event a recall is necessary on fewer than ten (10) days notice, the Town may call upon the laid off senior most employees, either personal or by telephone, until an employee, who is qualified and able to return to work immediately, is located. In such case, the senior most employee able to return to work immediately will be given a temporary assignment not to exceed ten (10) days, and employees who are otherwise qualified to perform the work but were passed over because of their inability to return to work immediately will be given notice to report for work at the end of said ten (10) day period.

10.4 Qualified employees who have been given notices to report for work shall, unless confined due to proven illness or injury, make themselves available for such work assignment no later than the end of said ten day period after notice has been given or they shall forfeit such seniority status as they have accrued with the Town.

10.5 No new employee shall be hired until all employees who have been laid off for twelve-(12) months or less have been given the opportunity to return to work.

10.6 For the purposes of this Agreement, seniority shall be defined as the length of continuous employment by the Town of Hillsborough Police Department. Unpaid leaves of absence shall not be counted towards the compilation of seniority, except for military service.

ARTICLE 11-HOURS OF WORK ATTENDANCE

11.1 The 40 hour work week shall be effective for Police Department employees.

11.2 Scheduling and length of shifts are reserved solely to the Police Chief as required for the efficient operation of the Police Department. It shall be the sole responsibility of the Police Chief, or his or her designee, to assign shifts and hours of work in the Police Department.

11.3 All employees shall be allowed to exchange shifts (hours) or days of work as is the current practice within the Police Department providing that no extra monetary costs are incurred by the

Town. All employees entering into any exchanges must notify the supervisor or the supervisor's designee. Exchanges are subject to the supervisor's or designee's approval.

11.4 If there should be a long term temporary or permanent change to the schedule that impacts more than one employee, the department will be notified at least 30 days in advance. During that 30 day period the officers/dispatchers may request a meeting with the Chief to discuss the changes. Unless it is an emergency situation, the meeting shall be held before the changes take effect.

ARTICLE 12-OVERTIME

12.1 Overtime shall be paid to any employee covered by this Agreement who works or is required to work more than forty (40) hours in the Police Department in a given work week. This would include scheduled schooling/training outside scheduled working hours. Said compensation shall be at the rate of one and one half (1 1/2) times the employee's regular hourly rate for the extra time actually worked, to the next half-hour.

12.2 Full-time regular employees required to attend court or administrative hearings as part of their job shall be paid 4 hours minimum of overtime if said attendance falls outside their regular work shift. Court witness and mileage fees for attendance at court, whether during a work shift or outside of a work shift, shall be turned into the Town.

12.3 An employee called in on overtime shall receive a minimum of 4 hours overtime pay.

ARTICLE 13-HOLIDAYS

13.1 The following days shall be considered holidays: New Year's Day, Martin Luther King Day, Washington's Birthday, Memorial Day, Fourth of July, Labor Day, Columbus Day, Election Day (Presidential elections only), Veterans Day, Thanksgiving and Christmas Day.

13.2 All full-time employees shall receive a full day's pay for each of the above holidays equal to the number of hours they are scheduled to work for their shift. For example, an employee who works 10 hours a day four (4) days a week shall receive 10 hours of pay for holiday pay. An employee who works 8 hours a day five (5) days a week shall receive 8 hours of pay for holiday pay.

13.3 An employee who works on a holiday shall be paid for the holiday (if qualified), plus time and one half (1 1/2) for the hours actually worked.

13.5 Full time and qualified part-time employees will be granted two (2) optional leave days per year, which shall not be accrued as annual leave a/k/a floating holiday and birthday.

ARTICLE 14-LEAVE

Employees of the Police Department shall be entitled to leave as provided by Article 8 of the Town's Personnel Rules and Procedures, attached hereto as Appendix A, with the following exceptions concerning annual leave:

14.1 Full time and qualified part-time employees shall be entitled to annual leave as follows:

- a. 1-5 years of service – 10 days of annual leave
- b. 6-10 years of service – 15 days of annual leave
- c. 11-15 years of service – 20 days of annual leave
- d. 16+ years of service – 25 days of annual leave

14.2 Annual leave may be accrued to a maximum of 40 days.

14.3 Employees who have accrued two or more weeks of annual leave may request a maximum of two weeks per year of additional weekly pay equivalent to 80 hours of accrued annual time in lieu of taking days off, provided that the employee uses at least one week (equaling 40 hours) of paid leave during the same year.

14.4 During the term of this contract, the Town may give the Union notice that it desires to change the terms of Appendix A. The notice shall identify the specific provision it seeks to change. The parties will timely negotiate the proposed changes.

14.5 All full and qualified part-time employees shall be entitled to yearly sick leave hours equivalent to one (1) day for each calendar month worked.

14.6 In addition to annual leave and optional leave, all full and qualified part-time employees shall be entitled to yearly physical fitness leave off as outlined below if employees satisfy the referenced coopers standards fitness testing benchmarks:

- a. Below 50% - no additional physical fitness leave;
- b. 50.1% - 65% - 10 hours of additional physical fitness leave;
- c. 65.1% - 80% - 20 hours of additional physical fitness leave; and
- d. 80.1% and greater – 30 hours of additional physical fitness leave.

Determination of whether an employee has satisfied the above referenced benchmarks shall be determined by the Police Chief. Physical fitness leave shall be taken during the year in which an employee satisfies the required benchmark. Physical fitness leave shall not roll over from year to year and if an employee fails to use the leave during the year in which it is earned, the employee has waived their ability to use it. Physical fitness leave shall not be considered hours worked, and shall not be used to determine compensatory time under Appendix B of this Agreement (or for determining any other hours worked based benefits).

ARTICLE 15-UNION BUSINESS LEAVE

15.1 The officers and representative of Local 51 of the N.E.P.B.A are as follows: President; Vice-President; Secretary/Treasurer.

15.2 An officer or representative of Local 51 shall be allowed time off for negotiations without loss of wages and/or benefits. This shall also apply to attendance ant any hearing before the Public Employees Labor Relations Board (PELRB) or other related bodies for business relative to this agreement.

15.3 The President of the Union shall keep the Town and the Chief of Police informed of any changes in the roster of officers and representatives of Local 51.

15.4 The President, Vice-President and Secretary/Treasurer shall be granted two (2) days of leave per year without pay to attend training classes to further management-employee relations. Such leave shall be granted upon reasonable notice to the Chief of Police.

15.5 Up to two (2) union officers shall be granted up to three (3) days leave without pay to attend the Quad-Annual Convention of the New England Police Benevolent Association. The Police Chief shall be provided reasonable notice (at least one month) in advance of the dates of the convention and of who will be attending.

15.6 It is understood that time spent by officers of Local 51 on Union related matters while off duty is non-compensable. With prior approval from the Chief of Police or his designee, an officer or representative from the Local may process a matter through the grievance procedure while on duty.

15.7 The Union shall be permitted to meet at the Hillsborough Police Station to conduct business matters so long as the meetings are scheduled ahead of time an do not disrupt the regular functions of the Police Department. The Chief of Police shall be notified in writing of these meetings.

ARTICLE 16-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. The designated representatives from the Union shall be given the opportunity to meet with the Town or its representatives during working hours with or without pay depending upon the work schedule that day. Unless mutually agreed upon, all meetings between the Union and the Town shall be during normal business hours.

ARTICLE 17-BENEFITS

17.1 Health Insurance. The Town will continue to provide full time employees the Health Insurance Plans provided as of the effective date of this agreement, including the following or their equivalents:

- Access Blue AB15PDED – RX 10/20/45 3k ;
- Access Blue AB20 – RX 10/20/45 3k; or
- The Blue Choice BC3T10 10/20/45.¹

17.2 Effective July 1, 2019, except as provided in Section 17.3 below, the Town shall pay 88% of the premium of the Access Blue AB15PDED – RX 10/20/45 plan for current full time employees. Employees who elect the Access Blue AB15PDED – RX 10/20/45 plan shall pay the remaining 12% by payroll deduction. Employees who elect other permitted plans shall pay the difference between the premium for that plan and 88% of the premium of the Access Blue AB15PDED – RX 10/20/45 plan through payroll deduction.

17.3 For full time employees hired after April 1, 2012, the Town shall pay 87% of the premium of the Access Blue AB15PDED – RX 10/20/45 plan for full time employees. Employees who elect the Access Blue AB15PDED – RX 10/20/45 plan shall pay the remaining 13% by payroll deduction. Employees who elect the other permitted plans shall pay the difference between the premium for that plan and 87% of the premium of the Access Blue AB15PDED – RX 10/20/45 plan through payroll deduction.

17.4 Full time employees may opt out of receiving the health insurance benefit and receive an annual payment of \$1,500 in July, with proof of satisfactory alternate insurance.

17.5 Subject to 60 days notice, the Town has the right to change health insurance plans so long as the benefit and employee co-pay are comparable to those of this Agreement.

17.6 Negotiations of this Agreement shall be re-opened relative to the provisions of this Article 17 if the Town wants to propose a different health insurance plan to the employees covered by this Agreement.

17.7 Health insurance will be available to all part-time employees after 90 days of employment provided the employee pays 100% of the premium through payroll deduction.

17.8 ACA Compliance. Health insurance offered by the Town shall comply in all respects with the Patient Protection and Affordable Care Act of 2010, Pub. L. 111-148 (the “ACA”), as it may be amended, to the extent it is applicable, so as to avoid the imposition of any penalty or fine or other material adverse financial impact to the Town. The Town may increase the amount of its health insurance contribution on a per employee basis by such amount necessary to comply with the minimum affordable health care requirements set forth in §1401 of the ACA, and any applicable rules promulgated pursuant to that Section, as they may be amended. Furthermore, upon any material change to the ACA, or to any rules or regulations promulgated pursuant to it, as they may be amended, or upon a reasonable concern that the

¹ The Blue Choice BC3T10 10/20/45 expires in June 2025. A Blue Access PPO will take the place of the Blue Choice plan after it expires.

application of the ACA or its rules or regulations will result in the imposition of a penalty, fine, or other material adverse financial impact to the Town or the employees, either party may reopen bargaining upon the cost and impact of such change or adverse impact. The notice to reopen shall specify the sections proposed to be changed and the changes that are being proposed.

17.9 Dental Insurance. The Town will continue to provide full time employees with the current dental insurance plan, which is the Delta Dental Option 3 Plan. Subject to 60 days notice, the Town has the right to change the dental insurance plan so long as the benefits are comparable to the Delta Dental Option 3 Plan.

17.10 Long Term Disability Insurance. The Town shall enroll all full time employees of the Police Department in a Long Term Disability Plan to take effect 90 days after the initial disability.

17.11 Life/AD&D Insurance. The Town shall enroll all full time employees of the Police Department in a group Life and Accidental Death and Accidental Disability Insurance Plan with \$50,000 of coverage.

17.12 Retirement. The Town will make contributions required by state law to the NH Retirement System for employees participating in the NH Retirement System. For full time employees participating in the Town sponsored Retirement Program the Town will match the employee's contribution up to 5%.

ARTICLE 18-WAGES

18.1 Effective the first pay period after May 1, 2024, Police Department employees covered by this Agreement shall be paid hourly wages per the following Table of Hourly Wages..

2024 Table of Hourly Wages

Position	Start	2 Yrs	4 Yrs	6 Yrs	8 Yrs	10 Yrs	12 Yrs	14 Yrs
Police Officer	\$27.39	\$29.65	\$31.94	\$34.25	\$35.96	\$37.76	\$39.65	\$41.63
FT Dispatcher	\$22.33	\$23.87	\$25.28	\$26.54	\$27.87	\$29.27	\$30.73	\$32.27
PT Dispatcher	\$20.13	\$21.56	\$23.40	\$24.30	\$25.51	\$26.79	\$28.12	\$29.53

18.2 The Town reserves the right to place an experienced new hire in the appropriate year of the Table of Hours and Wages.

18.3 Effective the first pay period ending after May 1, 2025, the wages as set forth in Section 18.1 shall be increased as follows: all employees will receive an increase equal to 2.75 % as set forth in the table below.

2025 Table of Hourly Wages

Position	Start	2 Yrs	4 Yrs	6 Yrs	8 Yrs	10 Yrs	12 Yrs	14 Yrs
Police Officer	\$28.14	\$30.47	\$32.82	\$35.19	\$36.95	\$38.80	\$40.74	\$42.77
FT Dispatcher	\$22.94	\$24.53	\$25.98	\$27.27	\$28.64	\$30.07	\$31.58	\$33.16
PT Dispatcher	\$20.68	\$22.15	\$24.04	\$24.97	\$26.21	\$27.53	\$28.89	\$30.34

18.4 Effective the first pay period ending after May 1, 2026, the wages as set forth in Section 18.3 shall be increased as follows: all employees will receive an increase equal to 2.75% as set forth in the table below.

2026 Table of Hourly Wages

Position	Start	2 Yrs	4 Yrs	6 Yrs	8 Yrs	10 Yrs	12 Yrs	14 Yrs
Police Officer	\$28.92	\$31.30	\$33.72	\$36.16	\$37.96	\$39.87	\$41.86	\$43.95
FT Dispatcher	\$23.58	\$25.20	\$26.69	\$28.02	\$29.42	\$30.90	\$32.44	\$34.07
PT Dispatcher	\$21.25	\$22.76	\$24.70	\$25.65	\$26.93	\$28.28	\$29.69	\$31.18

ARTICLE 19-LONGEVITY

A full-time employee who has been employed 10 consecutive years by the Town as a full-time employee shall receive an annual longevity stipend of \$850.00 and a full-time employee who has been employed for 20 consecutive years full-time by the Town shall receive a non-cumulative annual longevity stipend of \$1,100.00. The longevity stipend shall be paid on an annual basis in the first full pay period in July of each year. Full-time employees who leave employment prior to July will receive a prorated lump sum upon their departure. When calculating a full-time employee's years of employment for purposes of the longevity stipend, the Town shall calculate a year of full-time employment starting in January and ending in December. For purposes of the longevity stipend, the start of a full-time employee's first year of employment does not begin until the first January after their full-time employment has commenced.

ARTICLE 20-EDUCATION RECOGNITION

Full-time employees shall be paid the following stipends in recognition of the value to the Town of their education. This annual stipend shall be paid in the first pay period after December 1 of each year.

Associates Degree = \$350
Bachelor's Degree = \$650
Master's Degree = \$850.

This stipend is not cumulative. For example, the stipend for a Master's Degree is \$850, not \$1,700.

ARTICLE 20-A - TUITION ASSISTANCE

Funding

The Town shall provide three thousand dollars for tuition assistance for full-time employees pursuing college degrees at an accredited school.

Application

All requests for tuition assistance for the coming budget year must be submitted to the Chief of Police by June 30 of each year. Applications for tuition assistance shall be awarded on a first come first serve basis. Should any application requests come in on the same date then the tuition assistance shall be awarded based on seniority. However, if one applicant has already received tuition reimbursement then the applicant who has not received any reimbursement shall be awarded first. The core subject or major must be a field that relates to a function of the municipal government, although it need not relate directly to the employee's current position. Tuition Assistance cannot be provided for courses of study that will not ultimately benefit the taxpayers in Hillsboro. Tuition assistance shall not be provided for a course that will not count as credit toward a bona fide degree. Courses offered for degree credit via the internet or television by otherwise eligible institutions shall be eligible for this program.

Payment

Employees who were approved for tuition assistance by inclusion in the budget request will register for and pay all costs of completing the course. When the final grade report has been received, and the final grade is C or better (or "pass" for a pass/fail course), the grade report may be presented to the Chief of Police who will authorize reimbursement of one-half (50%) of the tuition paid for that course. Costs of books and other fees are not covered by this program.

ARTICLE 21-FIELD TRAINING OFFICER DUTY

An officer assigned to Field Training Officer (FTO) duty shall be paid at a rate of 1 hour of an employee's assigned overtime rate each day they are assigned FTO duties for the added duties and responsibilities of said assignment.

ARTICLE 21-A –DETAIL PAY

Detail pay shall be at the rate outlined below:

2024 - \$58.00 per hour

2025 - \$62.00 per hour

2026 - \$66.00 per hour

ARTICLE 21-B –TERMINAL AGENCY COORDINATOR

Any dispatcher assigned the duties of Terminal Agency Coordinator for SPOTS shall be entitled to a \$500.00 annual stipend. This stipend is not eligible for retirement match by the Town and is payable in December of each year, prorated for actual service.

ARTICLE 22-UNIFORMS

Uniforms will be provided to police department employees in accordance with the existing practices and policies. The following uniform maintenance allowance shall be paid annually: Police Officer - \$500.

ARTICLE 23-DISCIPLINE

23.1 The Disciplinary System in the Police Department shall be a progressive system as established and posted by the Chief of Police. Nothing contained in this Agreement shall in any way limit the Town from dismissing any employee for just cause pursuant to the disciplinary actions and procedures provided for herein. Articles 5 and 6 of the Town's Personnel Rules and Practices is pre-empted by this Article 23.

23.2 Warnings, reprimands and relief from duty are subject to the grievance procedures of Article 7.

ARTICLE 24-GENERAL

24.1 Local 51 recognizes the prerogatives of the Town to operate and manage its affairs in all respects, except as specifically covered by this Agreement. As to every matter not expressly covered by this Agreement and except as expressly or directly modified by clear language and a specific provision of this Agreement, the Town retains, exclusively to itself, all rights and powers that it has, or may hereinafter be granted by law, as shall exercise the same without such exercise being made subject of grievance or arbitration.

24.2 The parties acknowledge that during negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject 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 Town and Local 51, for the life of this Agreement, each voluntarily and unqualifiedly, waives the right and each agrees that the other shall not be obligated to bargain collectively 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 either or both parties at the time that they negotiated or signed this Agreement.

24.3 The waiver or breach of conditions of this Agreement by either party shall not constitute a precedent with respect to future enforcement of any, or all, of the terms of this Agreement.

24.4 The Town and Local 51 herein agree that this document represents the entire agreement between the parties and that no other agreement, understanding or past practice exists, except as is specifically enunciated in this Agreement.

24.5 Notwithstanding any other provisions of this Agreement, any written grievance resolved at a grievance level below that of the Board of Selectmen (Level 4) shall be specifically subject to their review.

24.6 If any article, section or term of this Agreement shall be held invalid by operation of law or by any government agency or tribunal or court of competent jurisdiction, the remainder of the Agreement shall be construed as remaining in full force and effect. In the event that any article, section or term of this Agreement is held invalid or without force of law, the parties herein agree to enter into negotiation, upon the written request of either party for the purpose of arriving at a mutually satisfactory replacement for said article, section or term.

24.7 The Town and Local 51 hereby reaffirm and maintain the policy of nondiscrimination against any person because of sex, race, creed, national origin, marital status or participation in activities of Local 51, and agree to abide by the provisions of RSA Chapter 273-A, and particularly RSA 273-A:5 which enumerates unfair labor practices.

24.8 The articles of this Agreement govern over the all provisions of similar articles in the Town's Personnel Rules and Regulations.

ARTICLE 25-DURATION

25.1 This Agreement shall be for a term of three (3) years. It shall be in full force and effect from 00:01 April 1, 2024 until 23:59 March 31, 2027.

25.2 If a successor agreement has not been negotiated and approved by March 31, 2027, the terms of this agreement shall remaining effect in accordance with the *status quo doctrine* as established by New Hampshire law, which does not include continuation of the Step Plans of Article 18.

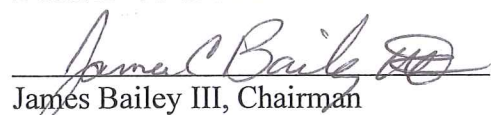
25.3 The parties understand and agree that the cost items included in this Agreement must be approved by the Hillsborough Town Meeting. This Agreement shall be null and void if the cost items are not approved by the March 12, 2024 Annual Town Meeting.

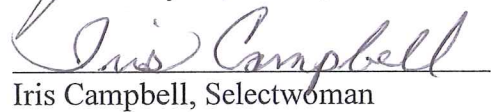
ARTICLE 26 – CELL PHONE ALLOWANCE

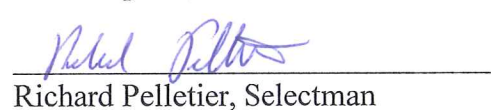
Police officers subject to this Agreement shall receive a \$30.00 per month stipend from the Town for a cell phone allowance. Full-time dispatchers shall receive a \$15.00 per month stipend from the Town for a cell phone allowance. This cell phone allowance shall be paid twice a year (once in June and once in December). The cell phone allowance shall be prorated based on the month of employment termination if an employee leaves prior to June or December.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED THIS 26th DAY OF MARCH, 2024.

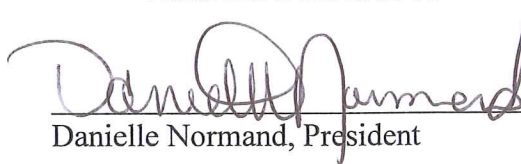
TOWN OF HILLSBOROUGH
BOARD OF SELECTMEN


James Bailey III, Chairman


Iris Campbell, Selectwoman


Richard Pelletier, Selectman

N.E.P.B.A. LOCAL 51


Danielle Normand, President

APPENDIX A

ARTICLE 8. Leave

1. Annual Leave
2. Sick Leave
3. Injury Leave
4. Maternity Leave
5. Leave of Absence
6. Military Leave
7. Civil/Witness Leave
8. Absence without Leave
9. Workers Compensation Insurance
10. Bereavement Leave
11. Victims of Crime Leave
12. FMLA/Family and Medical Leave Act
13. Personal Leave

1. Annual Leave

1a. All full-time and qualified part-time employees ("those regularly scheduled to work more than twenty-five per week) with at least one but less than five (5) years of service will be entitled to ten (10) days of paid annual leave. All qualified employees with five (5) or more year's service will be entitled to fifteen (15) days of paid annual leave. All qualified employees with fifteen (15) or more years of service will be entitled to twenty (20) day of paid annual leave. The number of hours earned for each scheduled vacation day off shall be proportional to the base schedule of each employee.

1b. More than five (5) days in a non-pay status during any single calendar month will constitute the loss of a month worked for annual leave credit purposes. Non-pay status will mean an employee being absent from work without approved leave. Annual leave may be taken at any time subject to approval by the department head.

1c. Annual leave may be accrued to a maximum of thirty (30) days. Employees who have accrued two or more weeks of annual leave may request a maximum of one week per year of paid leave in lieu of taking days off.

1d. If a full-time or qualified part-time employee dies while in the Town's service and there is remaining to his/her credit days of annual leave, it will be payable to the following classes in the following order of priority:

- (1) To a named beneficiary whose name has been filed by the deceased with and has been placed in the employee's personnel file.
- (2) If no beneficiary has been named, to his or her spouse.
- (3) If none of the above are present, to the estate of the deceased.

1e. If a full-time or qualified part-time employee retires or resigns from the service of the Town or is otherwise discontinued there from except for cause, they will be entitled to receive in a lump sum payment all accumulated annual leave. Employees hired after July 1, 2013 will receive a lump sum payment of no more than two weeks of accumulated annual leave.

If. If a paid holiday occurs during the vacation period, the employee is entitled to an additional day's vacation to compensate for the holiday.

Ig. Annual leave will be computed as of the employee's anniversary month of hire.

2. Sick Leave

2a. All full-time, probationary and qualified part-time employees of the Town will be entitled to one (1) day's sick leave for each calendar month worked. More than five (5) days in a non-pay status during any single calendar month will constitute the loss of a month worked for sick leave purposes.

2b. All Town employees may accumulate a maximum of ninety (90) days sick leave.

2c. Sick leave will be allowed only in case of necessity or actual sickness or disability of the employee or to care for a sick child or elderly relative.

2d. To receive compensation while on sick leave, an employee must notify his or her Department Head prior to the time set for the beginning of his or her regular duties.

2e. Proof of illness may be required by a Department Head or Town Administrator and absences of more than three (3) days may require proof of care by a physician be substantiated or a statement by a physician certifying that the employee is fit to return to work.

2g. Accumulated sick leave will not be paid on termination of employment for any reason.

2h. All employees with accumulated sick leave may take three (3) of those days as personal days per year which when used, will be subtracted from their accumulated sick time.

3. Injury Leave

3a. Definition. Injury arising out of and in the course of an employee's duties of his or her employment with the Town of Hillsborough.

3b. Payment

- (1) Employees of the Town of Hillsborough are covered by Worker's Compensation Insurance.
- (2) In the case of such injuries and providing that the employee has accumulated sick leave to his or her credit, the sum paid by the insurance company will be supplemented so that the employee will receive their average weekly wage until such time accumulated sick leave has been exhausted. Any amount paid under this provision will not reduce the amount to be paid under workmen's compensation
- (3) At the request of the employee and upon the exhaustion of all accumulated sick leave, annual leave may be paid to the employee under the same conditions that apply to the payment of accumulated sick leave.
- (4) The total amount of the supplemental payments will in no case exceed the amount of the employee's accumulated sick and annual leave.
- (5) In no case will be the total of workmen's compensation payments plus the supplemental payments charged to sick and/or annual leave be greater than the employee's regular average wage.

4. Maternity Leave

All female employees may take an unpaid leave of absence for the period of temporary physical disability resulting from pregnancy, childbirth, or related medical conditions. Maternity leave shall begin when an employee is medically determined to be disabled and ends when she is medically able to return to work.

Eligible employees will be required to take FMLA leave, concurrently with maternity leave as described in the FMLA policy located in the appendix.

Employees must use their accrued vacation and sick/personal time before taking unpaid leave under this policy and may also be eligible for short-term disability benefits (if self-purchased).

Employees on maternity leave who are not eligible for FMLA leave or who have exhausted their FMLA available leave weeks will be allowed to continue to participate in our health insurance benefit for the calendar month during which the leave begins. When that calendar month expires, the employee may continue medical insurance coverage by making arrangements with the Town Administrator or Finance Department to pay the entire amount of the appropriate monthly premium in advance of each month. When the employee is physically able to return to work, her original job or a comparable position will be made available to her unless business necessity makes this impossible or unreasonable. An employee who cannot be returned to her original or a comparable position will remain eligible to apply for any available position within the Town.

5. Leave of Absence

5a. With Pay. Paid leave of absence may be granted with the authorization of the Board of Selectmen. .

5b. Without Pay. Unpaid leave may be granted by the Department Head when requested by an employee or for such purposes and under such conditions as they may deem necessary and in the best interest of the Town.

5c. Personal Days. Full-time and part-time employees are granted three (3) personal days per calendar year provided such employee has at least three (3) sick days accrued. With the exception of emergencies, requests for personal days must be submitted to the department head twenty-four (24) hours prior to the requested leave date. Personal days will be paid at the employee's regular rate and may be considered time worked for all employee benefits and are deducted from accrued sick time.

6. Military Leave

6a. Military Status. Employees who serve in the United States Armed Forces or National Guard (collectively referred to as "uniformed services") will be provided with leaves of absences for such service or training in connection with such service in accordance with the federal Uniformed Services Employment and Re-employment Rights Act (USERRA). Unless otherwise required by law, the Town will make up the difference in pay between an employee's base pay and the amount of pay an employee receives from the Military during their Military leave of absence. If an employee receives more pay from the Military during their Military leave than their base pay at the Town, the Town shall not be required to pay any compensation to the employee during their Military leave. Employees are responsible for providing the Town with accurate documentation demonstrating what the employee's Military pay is during their Military leave. Employees may elect to take part or all of their accrued vacation time during military leave of absence but are not required to do so.

6.b Notice of Leave Request. An employee needing time away from work for service or training in the uniformed services should notify their Department Head or Town Administrator as soon as the employee receives written or verbal orders. It is requested that notice be provided at least 30 days before the leave begins when possible. An employee's request for leave may include reasonable time off to get personal business in order prior to commencing service. Reasonable time off will be decided by the Department Head or Town Administrator on a case by case basis.

6.c Health Coverage. If military leave lasts less than 31 days, the employee's health insurance will be continued and the employee will pay their regular contribution toward the cost. Payment may be made in advance or upon return through payroll deductions.

If a military leave lasts 31 days or more, the employee's health insurance coverage will terminate and the employee will be eligible to elect to continue their health insurance coverage at their own expense for up to 24 months in accordance with USERRA. The cost for continuation coverage will be the full cost of the premium and a 2% administrative fee may also be charged. When the employee returns to work they will be reinstated to the health insurance benefit with no waiting period even if coverage terminated during the leave.

6.d Pension. Upon re-employment the employee is treated as if there was no break in service for the purpose of pension participation, vesting, and accrual purposes. If applicable, the employee may elect to make up any missed contributions or elective deferrals but is not required to do so.

6.e Reinstatement. Employees wishing to be reinstated following military leave should promptly notify the Department Head or Town Administrator of their desire to be reinstated. If the leave is for service of less than 31 days, the employee should return to work on the first full regularly scheduled work day following completion of service, allowing for 24 hours of rest and time for safe transportation back from the service. If the service lasts 31 to 180 days, the employee should notify the Department Head or Town Administrator of the desire for reinstatement within 14 days of completing service. If military leave lasts more than 180 days, the employee should notify their Department Head or Town Administrator of the desire for reinstatement within 90 days of completing service. The Town will reinstate eligible employees promptly. Eligibility for re-employment will be determined with reference to USERRA and its implementing regulations. Employees seeking reinstatement may be asked to provide documentation of the timeliness of the reinstatement request, the total time spent in service, and/or a statement that the reason for separation or dismissal from service is not disqualifying. Employees cannot waive their re-employment rights in advance of being released from uniformed service.

6.f Disabled Service Members. If a returning employee was disabled or a disability was aggravated during uniformed service, the Town will make reasonable accommodations to allow the employee to perform the duties of their position.

6.g Statement against Discrimination and Retaliation. The Town will not discriminate in the hiring, employment, re-employment, or any benefits of employment against any individual because of the individual's service in the United States Uniformed Services. The Town will also not tolerate any retaliation against any individuals because of their service in the uniformed services or their engagement in any other activities protected under USERRA.

7. Civil/Witness Leave

Any full-time or part-time employee will be given time off without loss of pay or annual leave when performing civil leave, such as being called for jury duty or subpoenaed to appear before court, a public body, or commission.

While on civil leave an employee's civil compensation will be supplemented by the Town to such an amount so that the employee will receive their average weekly wage. This section will not include police officers when appearing in their capacity as a police officer. The Town considers it a civic duty to serve on a jury if summoned and will grant you leave in order to do so. For seasonal and temporary employees, jury or witness duty should be considered an excused unpaid absence. Employees summoned for jury duty must inform the Department Head or Town Administrator as soon as possible, and must present a copy of the summons. If released from jury duty on any day, the employee is expected to return to work.

8. *Absence Without Leave*

8a. *Definition / Disciplinary Action.* An absence of an employee from duty including any absence for a single day or part of a day which is not authorized by a specific grant of leave of absence under the provision of these rules, will be deemed an absence without leave. "Subject to the discipline provisions of Article 23 of this agreement," any such absence will be without pay and may be subject for disciplinary actions up to and including termination. Any employee who is absent for three (3) consecutive unapproved days will be deemed to have resigned. Such action may be reconciled upon approval of the Department Head and the Town Administrator if the conditions warrant.

9. *Workers' Compensation Insurance and Reporting Workplace Injuries**

On-the-job injuries are covered by the Workers' Compensation Insurance Policy provided at no cost to the employee.

9a. *Reporting Injuries.* If you are injured on the job no matter how slightly, you **must** report the incident immediately to your Department Head or designee or to the Town Administrator, and must complete the necessary workers' compensation forms. Employees who neglect to report injuries in a timely manner may be subjected to disciplinary action as described within this policy.

9b. *Weekly Income Benefits.* Weekly workers' compensation benefit amounts are set by the New Hampshire Department of Labor. The weekly benefit is currently based upon 60% of an employee's average weekly wages and is paid by our workers' compensation carrier to eligible employees.

9c. *Temporary Alternative Duty.* Employees with work-related injuries may be entitled to temporary alternative duty in accordance with New Hampshire's workers' compensation laws.

9d. *Reinstatement.* Under New Hampshire law, an employee's reinstatement rights expire eighteen (18) months from the date of injury. A full-time employee who has sustained an on-the-job injury will be reinstated to his or her former position upon request within eighteen (18) months of the initial injury if the position is available and if the employee is not disabled from performing the duties of the position. A fitness-for-duty certificate may be required before an employee is permitted to return to work. An employee will not be reinstated if they have accepted a job with another employer at any time after the date of the injury or if there is a medical determination that the employee cannot return to their former position. Other circumstances concerning reinstatement will be governed by the New Hampshire Department of Labor requirements.

10. *Bereavement Leave*

In the event of the death of an employee's immediate family, the Town will provide up to three days off.

For purposes of this section, “three days off” shall be equivalent to an employee’s assigned duty hours during a three-day period. Employees are permitted to use their bereavement leave under this section in increments less than a full day of work when reasonable and appropriate. Full-time and Part-time employees will be paid at their regular rate of pay on the scheduled days taken. Seasonal and temporary employees will be granted time without pay.

“Immediate family” includes spouse or domestic partner, children, step children, parents, brothers, sisters, step parents, step brothers, step sisters, mothers-in-law, fathers-in-law, grandparents, and grandchildren of the employee.

Additional unpaid time off due to bereavement may be granted for a specific and limited period of time with the approval of the Department Head and the Town Administrator. In the event that an employee is on paid leave at the time of death of the relative, the employee may replace such paid leave with bereavement leave.

11. Leave of Absence for Victims of Crime

For purposes of this policy, a “victim” is any person who suffers direct or threatened physical, emotional, psychological or financial harm as a result of a crime or attempted crime.

The Town will grant an employee unpaid time off from work to attend court or other legal or investigative proceedings associated with the prosecution of a crime in which the employee was a victim. Employees may also qualify for leave under this policy if they are part of the immediate family of a homicide victim or part of the immediate family of a child under the age of 18 or an incompetent adult who is the victim of a crime. For purposes of this policy “immediate family” means the father, mother, step parent, child, step child, sibling, spouse, grandparent, or legal guardian of the victim, or a person who is otherwise in an intimate relationship with and residing in the same household as the victim. An employee needing time off under this policy should notify the Department Head or Town Administrator as far in advance as possible. The employee may be asked to submit copies of the notices of each scheduled hearing, conference, or meeting that is provided to the employee by the court or agency involved in the prosecution of the crime. Employees must comply with any requests to submit these notices, and failure to do so may result in denial of the leave of absence. The Town will maintain any such notices or records in confidence, and will disclose them only on a need to know basis. The employee will be notified as soon as practicable whether the leave request is granted or denied. Requests falling within the definitions of this policy will typically be granted unless the leave of absence would cause an undue hardship on the Town. An “undue hardship” for purposes of this policy means significant difficulty and expense. In determining whether an undue hardship may exist, the Town will consider the size of our operations, the employee’s position, and our need for the employee to be at work.

12. Family and Medical Leave of Absence*

Eligible employees may take up to twelve (12) weeks of unpaid family/medical leave within a 12-month period and be restored to the same or equivalent position upon returning to work. These twelve 12 weeks will be tracked beginning on the first day of leave. To be eligible for family/medical leave, you must have worked for the Town: (a) for at least twelve (12) months; (b) must have worked at least twelve hundred fifty (1,250) hours in the past twelve (12) months; and (c) must work at a work site where the Town employees 50 or more employees within a 75 mile radius. Details of the FMLA are in the Appendix 1.

13. Personal Leave of Absence

The Town recognizes that due to personal circumstances it may be necessary for an employee to request more time off than is provided under our policies concerning holidays, vacation, sick, personal days, FMLA, and maternity leave. A personal leave of absence may be granted to employees who have exhausted their leave available.

Personal leaves of absence will be unpaid, and an employee on a personal leave of absence is not entitled to accrue any benefits including but not limited to, holidays, vacation time, sick leave, and personal days. However, eligible employees may apply for workers' compensation or disability benefits. Employees who are granted a personal leave of absence may continue to participate in our health insurance benefit for the calendar month during which the leave begins. When that calendar month expires, the employee may continue health insurance coverage by making arrangements with your department head to pay the entire amount of the appropriate monthly premium in advance each month. To request a personal leave of absence, please contact your Department Head. You may be asked to provide a written request for the leave and/or a doctor's certificate stating the reason for the leave and the expected date of return to work. If granted, personal leaves typically will not exceed 30 days. Requests for leave will be considered on a case-by-case basis taking various factors into account as well as staffing needs. If a personal leave is granted, you may not accept other employment of any kind including a business of your own, while on leave. If you are granted a personal leave of absence, you must inform us when you are able to return to work and you may be required to submit a doctor's certificate stating that you are medically able to return to work.

We reserve the right to require a physical examination by a physician of our own choosing prior to your resumption of duties. We will make reasonable efforts to reinstate employees to the same or similar job as held prior to the leave of absence subject to our staffing needs and other requirements. We cannot guarantee reinstatement from a personal leave. If the Town is not able to reinstate an employee returning from leave, the employee's employment will be terminated and the employee will remain eligible to apply for employment in the future. If an employee fails to return to work following the expiration of the leave, the employee will be considered to have voluntarily resigned from his or her employment with the Town.

APPENDIX B

3. Compensatory Time

3a. Those employees whose positions are determined to be executive, administrative or professional, and are not covered by the Fair Labor Standards Act requirement for overtime pay for hours worked in excess of forty (40) hours per week, are not eligible for compensatory time. All other employees will have the option of being compensated for overtime hours worked by receiving compensatory time or money. Compensatory time will be compensated at a one and one-half rate after forty (40) hours of work; therefore, one and one-half hours off will be granted for each hour of overtime worked.

3b. State holidays, for police and dispatch only, and compensatory time off, for all employees, are not to be included when calculating the total number of hours worked to determine the number of hours for which overtime compensation is due.

3c. The maximum accrual of compensatory time effective April 1, 2024 is eighty (80) hours for all employees as of that date.

3d. Compensatory time is to be used within a reasonable period of time in a manner that is not disruptive to the department. To request compensatory time off the employee will fill out a leave request in the usual manner for requesting other time off.

3e. The employee may carry up to forty (40) hours of unused compensatory time into the next calendar year. Any compensatory time exceeding forty (40) hours at the end of the calendar year will be paid at the regular hourly rate received by the employee at that time. If the employee intends to be paid for all his/her accrued compensatory time, then the employee needs to notify the Town of his/her decision by December 1.

3f. Compensatory time that remains unused at the time of termination from the service of the Town will be paid at the regular hourly rate being received by the employee at the time of termination of services.

3g. Each department, as well as the Town Payroll Clerk, will maintain records concerning compensatory time. Reconciliation of compensatory time accruals between Departments and the Town Payroll Clerk will occur monthly. (Effective June 14, 2000)

4. Attendance & Leave. Employees will be in attendance at their work in accordance with these rules and departmental regulations. All departments will keep daily attendance records of employees which must be submitted to the Town Payroll Clerk on the first business day of each week.