

AGREEMENT BETWEEN THE
CONWAY POLICE COMMISSION

AND

AMERICAN FEDERATION OF STATE, COUNTY, AND
MUNICIPAL EMPLOYEES, COUNCIL 93, LOCAL 3657

EFFECTIVE JANUARY 1, 2009 – DECEMBER 31, 2010

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PREAMBLE

The Conway Police Commission (herein after referred to as the “Employer”) and the American Federation of State, County, and Municipal Employees, Council 93 local 3657 (herein after referred to as the “Union”) hereby agree as follows:

ARTICLE I

RECOGNITION

The Employer hereby recognizes the Union as the exclusive bargaining representative pursuant to the provisions of New Hampshire RSA 273-A for all regular full-time and regular part-time employees of the Conway Police Department in the following job classifications: Patrolmen, Clerks, Dispatchers, Corporals and Patrolmen or Corporals who are assigned to work in the Detective Division as Detective/Patrolmen. Excluded from recognition or coverage under this agreement are the Chief of Police, Captain, Lieutenant, Sergeants, Police Chief's Secretary, Dispatch Supervisor and all other Supervisors, professional and confidential employees; persons in a probationary or temporary status, employed seasonally, irregularly or on call and all other employees of the Conway Police Department. It is specifically agreed by the parties hereto that the terms of this agreement shall apply only to those employees in the job classifications set forth in the first sentence of this article.

ARTICLE II

MANAGEMENT RIGHTS

Except as specifically limited or abridged by the terms of this Agreement, the management of the Conway Police Department in all its phases and details shall remain vested exclusively in the Conway Police Commission and their designated agents. The Commission and their agents shall have jurisdiction over all matters concerning the management and operation of said Department, 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 right to hire, supervise, discipline or discharge, the right to relieve employees from duty for lack of work or funds, the right to decide classifications, the right to abolish positions, the right to determine schedules of work, the right to determine the methods, processes and manner of performing work and the general control of all operations as well as all rights retained by virtue of, including but not limited to, New Hampshire RSA 273-A, and any other provision(s) of the Revised Statutes Annotated or other laws. It is agreed that these enumerations of management rights shall not be deemed to exclude other proper management rights not specifically herein enumerated. It is further specifically agreed that this Article is not to be subject to the Grievance Procedure.

ARTICLE III

EMPLOYEES RIGHTS AND RESPONSIBILITIES

1. The Union officers and representatives shall be the Chief Steward, Assistant Chief Steward and an alternate who may assume the duties of the Chief Steward in his/her absence.
2. The Union shall advise the Commission of the names of the employees holding office (as noted above).
3. Union officers as described above shall be permitted to process grievances during their scheduled hours of duty, provided they have prior approval of the Chief or his/her designee and the amount of time in which officers are engaged in such activity is reasonable.
4.
 - A. Employees have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Union, provided however, nothing in this Article or Contract implies that any member of the unit must join the Union as a condition of employment.
 - B. Without limiting the foregoing, the Commission agrees that it will not aid, promote, or finance another labor group or organization purporting to engage in collective bargaining or make any agreement with any such group or organization, or individual which would violate any rights of the Union under this Agreement or the law.
 - C. Complaints brought against a member of the Union by a civilian: In all cases of complaints brought against a member of the unit by a non-police official (civilian) the following procedure will be followed:
 - 1.) The Chief or his/her designee shall take reasonably prompt steps to investigate the complaint and may inform the subject of the complaint as necessary of the nature of the complaint and the name of the complainant. If the Chief or someone acting in his/her capacity determines that there is a basis for the complaint, the Chief shall inform the officer complained of, the complaint and the name of the complainant.
 - 2.) Any disciplinary action based on the complaint shall be subject to the Discipline and Termination and Grievance Procedure Articles of this Agreement.

- 3.) In no event will complaints of any nature be kept in the employee's personnel file maintained at the Police Chief's Office, without his/her knowledge.
- 4.) The employee retains his/her right to review his/her personnel file at any reasonable time.

ARTICLE IV

DEDUCTIONS

1. The Commission agrees to deduct dues for local 3657 of the American Federation of State, County, and Municipal Employees, Council 93, from the wages of bargaining unit employees if said employees individually and voluntarily authorize such deductions in writing to the Commission. Deductions shall be made on a weekly basis and sent monthly to the Treasurer of Local 3657. The Union will keep the Commission informed of the correct name and address of said Treasurer and will certify to the Commission in writing the current rate of its dues.
2. If an employee who has voluntarily authorized the deduction of dues has no check coming or if that employee's check is not large enough to satisfy the dues, then no deduction will be made. In no case shall the Commission collect or attempt to collect fines and /or assessments for the Union beyond the regular membership dues.
3. Any employee who wishes to have the Commission discontinue the deduction of dues may do so provided such employee notifies the Commission of that employee's desire to discontinue deductions within the fifteen (15) day period immediately preceding the annual anniversary date of the Contract.

The Union agrees to post a notice on the bulletin board immediately preceding the annual withdrawal period referred to in the preceding paragraph advising all bargaining unit employees that they may discontinue the deduction of dues by notifying the Commission during said fifteen (15) day period.

The Commission will notify the Treasurer of Local 3657 in writing within fourteen (14) days of the cancellation of a dues deduction authorization by an employee who had previously signed an authorization for said deduction.

4. Should there be any dispute between an employee, the Union and/or Commission over the matter of deductions, the Union agrees to defend, indemnify and hold the town of Conway, Conway Police Department, the Conway Police Commission and all of its agents, servants and employees harmless in any such dispute.
5. Nothing in this Article shall be interpreted as requiring membership in the Union or the deduction of dues by any bargaining unit employee.

ARTICLE V

STRIKES AND LOCKOUTS

During the term of this Agreement, under no circumstances will the Union cause, encourage, sponsor, condone, or participate in any strike, sit-down, stay-in, stay-out, sick in, work slowdown or other negative job action, in violation of RSA 273-A:13 or withholding services or any curtailment of work or restriction or interference with the operation of the Police Department or Town of Conway, and the Employer agrees not to engage in any lockouts. It is further understood that any employee participating in any such action may be subject to discipline up to and including immediate discharge.

ARTICLE VI

CONSULTATION

1. Representatives of the Union may meet with the Chief of Police regularly, but not less than six (6) meetings per year, at a time and place mutually agreed upon, to discuss matters of mutual concern, including those matters necessary to the implementation of this Agreement. A written agenda shall be submitted by the Union to the Chief of Police no less than five (5) calendar days before the scheduled date of the meeting. At the discretion of the Chief of Police or the Union additional matters for discussion may be placed on the agenda. When the Chief or the Union adds items to the agenda, he/she shall give the other party reasonable notice of such additions.
2. Nothing contained herein shall prevent the Union from consulting with the Chief of Police at any time, if matters of mutual concern arise of an urgent or emergency nature.

ARTICLE VII

DISCIPLINARY PROCEDURE

1. Discipline shall be consistent with the infraction and be for just cause.
2. Suspensions and terminations shall be in writing stating the cause for such action and a copy will be given to the employee and the Union at the time such action is taken.
3. Normally, disciplinary action may be handled in the following manner:
 - a. verbal
 - b. written warning
 - c. suspension
 - d. discharge

Provided, however, that the Commission or the Commission's designee, may utilize any such procedure or take any such action that, in its opinion, it deems appropriate for the situation.

ARTICLE VIII

GRIEVANCE PROCEDURE

1. For the purpose of this Contract, a grievance is defined as a written dispute, claim or complaint which is filed and signed by an employee in the bargaining unit and which arises under and during the term of this Agreement. Grievances are limited to matters of interpretation or application of specific provisions of this Agreement and must specify the specific Article and Section of this Agreement which has allegedly been violated, the date of the alleged violation, all witnesses to same and the relief requested.
2. Whenever an employee in the bargaining unit has a grievance as defined in Section 1 (above), the following procedure shall be utilized or such grievance shall be deemed waived.
 - a. The employee involved shall file the grievance in writing as specified above with the Lieutenant and the Union within ten (10) working days from the date of the event which gives rise to the alleged grievance;
 - b. If the grievant is not satisfied with the disposition of the grievance by the Lieutenant, or if no decision had been reached within five (5) working days after filing with the Lieutenant, the grievant or the Union may file the grievance with the Chief of Police within ten (10) working days after said grievance was filed with the Lieutenant;
 - c. If the grievant is not satisfied with the disposition of the grievance by the Chief of Police, or if no decision has been reached within five (5) working days after filing with the Chief of Police, the grievant or the Union may file the grievance with the Conway Police Commission within ten (10) working days after said grievance was filed with the Chief of Police; and,
 - d. If the Union is not satisfied with the disposition of the grievance by the Conway Police Commission or if no decision has been reached within ten (10) working days after the grievance was filed with said Commissioners, the Union may, within thirty (30) working days, appeal the grievance to Arbitration.
3. The Union may submit the grievance to Arbitration by written notice delivered to the Employer within ten (10) working days after receipt of the Employer's answer, or, the day such answer was due. The written notice shall identify the provisions of the Agreement allegedly violated, shall state the issues involved, and the relief requested. If no such notice is given within a prescribed period, the Employer's last answer shall be final and binding on the Union, the employee/employees involved, and the Employer.

- a. Following receipt of the Notice to Arbitrate, the Union and the Employer shall attempt to mutually select an Arbitrator. If an Arbitrator is not selected within seven (7) working days following receipt of the written notice, the Union may, within the next seven (7) working days only, apply in writing to the American Arbitration Association for arbitration under its rules.
- b. The decision of the Arbitrator shall be final and binding on all parties.
- c. The costs for the services of the Arbitrator, including 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 Employer, and the Union. Any other expenses shall be paid by the party incurring the same.
- d. It is expressly understood that either party may initiate informal action with the other party to resolve the grievance prior to going to Step 3. This may take the form of the pre-arbitration panel consisting of representatives of the Employer and the Union. Proceedings shall present a list of all witnesses to be called in the event of an arbitration hearing. Should the Employer for any reason decide to reconsider the grievance, the Union shall be available for the proceedings.

JURISDICTION OF THE ARBITRATOR

The jurisdiction of the Arbitrator shall be limited to the determination of grievances which involve an alleged violation of a specific Article and section of the Agreement and which have been properly filed, processed and referred to the Arbitrator as set forth above. If either party shall claim before the Arbitrator that a particular grievance fails to meet the tests of arbitrability, the Arbitrator shall proceed to decide such issue before proceeding to hear the case upon the merits. If the grievance concerns matters not subject to Arbitration, the Arbitrator shall return the grievance and all documents relating thereto, to the parties without decision.

POWERS OF THE ARBITRATOR

It shall be the function of the Arbitrator, and he shall be empowered, except as his powers are limited below, after proper hearing on a properly filed and processed grievance referred to him as set forth above, to make a decision in cases of an alleged violation of the specific Articles and

Sections of this Agreement. The decision of the Arbitrator shall be based exclusively on the evidence presented at the Arbitration hearing and the provisions of this Agreement. The Arbitrator's decision shall not be based on any statutes, decisions, regulations or other extra contract matters not specifically incorporated into this Agreement. The Arbitrator's decision shall be in writing and shall set forth his findings in fact, reasoning and conclusions on the issues submitted.

1. The Arbitrator shall have no power to add to, subtract from, alter, or modify any of the terms of this Agreement or any of the functions or responsibilities of the parties to this Agreement.
2. The Arbitrator shall have no power to change any practice, policy, or rule of the town, nor to substitute his judgment for that of the Town as to the reasonableness of any such practice, policy, or rule, unless such practice, policy, or rule is in violation of a specific Article and Section of this Agreement. His powers shall be limited to deciding whether the Town has violated the express Article and Sections of this Agreement; and he shall not imply obligations and conditions binding upon the Town from this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the Town.
3. The Arbitrator shall have no power to substitute his discretion for the Town's discretion in cases where the Town is given discretion by this Agreement.
4. The Arbitrator shall only have the authority to pass on a grievance referred to him as prescribed herein.
5. The Arbitrator shall be without authority to make any decision which requires the commission of any act prohibited by law or which is violative of the terms of this Agreement.
6. The Arbitrator shall have no power to rule on any claim or complaint for which there is another remedial procedure or forum established by law or regulation.

At this time of the Arbitration Hearing, both the Employer and the Union shall have the right to call any employee as a witness and to examine and cross-examine witnesses. Each party shall be responsible for the expenses of the witness that they call. The parties shall submit to each other a

list of all witnesses to be called in the event of an Arbitration Hearing no less than forty-eight (48) hours in advance of the scheduled hearing date. At the close of the hearing, the Arbitrator shall afford the Employer and the Union a reasonable opportunity to furnish Briefs. The Arbitrator will render his decision within thirty (30) days from the date the hearing was closed or the date the parties submit their Briefs, whichever date is later.

ARTICLE IX

SENIORITY

1. Seniority shall mean the length of service with the Conway Police Department beginning with the first day of an employee's most recent hire. Seniority shall be applicable only after the completion of an employee's probationary period. Where two (2) or more employees are hired on the same date, a flip of a coin shall determine who is senior employee.
2. Seniority shall prevail only in matters relating to vacation preference and call-back as set forth in Article XVI.
3. An employee shall lose seniority and shall no longer be covered by the provisions of the Agreement for, but not limited to, the following reasons:
 - A. Discharge.
 - B. Voluntary quit, resignation or retirement.
 - C. Non-job related illness or injury resulting in inability to perform his or her work which lasts longer than twelve (12) months.
 - D. Absence due to unauthorized leave, overstaying an authorized leave of absence or giving a false reason for a leave of absence.
4. This Article applies only to regular full-time employees and part-time employees shall not be covered by same.

ARTICLE X

PROBATIONARY EMPLOYEES

1. All newly hired employees must serve a probationary period of one (1) continuous year from date of hire and such probationary employees shall not be entitled to representation by the Union or covered by any of the terms of this Agreement.
2. All employees appointed to a new position must serve a probationary period of six (6) continuous months from the date of appointment. Said employees shall continue to be considered as part of the certified unit if they are appointed to a position covered by the bargaining unit certification.

ARTICLE XI

PROMOTIONS

1. The Commission shall continue the following practice with respect to promotions from Patrolman to regular full-time positions of Corporal, but only if the Commission decides to fill any such Corporal Position.

- a. Written Examination - 40%
- b. Assessment Center or oral examination - 60%

The written test and the assessment center or oral examination shall be administered by Jacques Personnel of Concord, NH or some other company, organization or independent oral board panel as determined by the Commission. The posting of notices of upcoming promotions and testing will be done thirty (30) days prior to the testing, and announcements of these promotions will be made within fourteen (14) days of completion of the testing process.

- 2. To be eligible for consideration for promotion, candidates taking the promotion examination must have obtained a score of at least 70% on the entire examination, must have been a patrol officer for at least two (2) continuous years, must have passed the physical agility test within fourteen (14) months of the promotional examination and must have achieved at least ninety (90) points on the previous performance evaluation.
- 3. The Commission may promote any person who has obtained a score of at least 70% on the entire examination, provided, however, that the decision of the Commission shall be final and binding and is not subject to the Grievance Procedure set forth in Article VIII herein.
- 4. The Commission, in its sole and absolute discretion, may retain a list of eligible candidates for promotion for a period not to exceed twelve (12) months and may make new promotional appointments from such list. Notwithstanding the foregoing, the Commission may, in its sole discretion, conduct promotional examinations to the Corporal position at any time it feels promotional test is warranted.
- 5. Nothing in this Article shall be construed to prevent the Commission from filling an open Corporal position on a temporary basis in any manner the Commission chooses if the Commission decides to continue any such open Corporal position.
- 6. A Corporal or Patrol Officer temporarily assigned to the Detective Division may return and retain his rank that he or she may have had prior to his assignment provided they do so within six (6) months of their assignment.

ARTICLE XII

OVERTIME AND CALL BACK

1.
 - A. All hours worked in excess of forty (40) hours during the normal work week by regular full-time Patrolmen, Dispatchers and Corporals which have been authorized and approved by the Chief of Police or the Chief's designee will be paid at one and one-half (1 1/2) times an employee's regular hourly rate.
 - B. Detective Overtime/Compensatory time shall be addressed through the labor/management meeting concept.
2. Any employee called back to work after having left work shall receive a minimum of two (2) hours work at the overtime rate of time and one-half (1 1/2) the regular straight-time hourly rate of pay, unless the time extends to his regular work shift or unless the individual is called back to rectify his own error.
3. Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.
4. This Article applies only to regular full-time employees and part-time employees shall not be covered by same.

ARTICLE XIII

COURT TIME

Employees who would otherwise be off-duty shall be paid or provided compensatory time (at the employee's option) at the overtime rate of time and one half (1 1/2) their regular straight-time hourly rate of pay for all hours worked when appearing in court on behalf of the Town (shall not include other police agencies) in the capacity of a commissioned officer or when preparing for an off-duty court appearance at the direction of, and when in the presence of a prosecuting attorney; off-duty lunch periods shall not be counted toward hours worked. Employees will be paid overtime rates for a minimum of two (2) hours for all off-duty court time worked outside regularly scheduled hours in a single day or actual time spent, whichever is greater, unless the time extends to his regular work shift.

Any fee received by the employee directly or indirectly from the court or administrative agency conducting the hearing will be submitted to the Town.

ARTICLE XIV

LONGEVITY PAY

The practice of longevity pay will be maintained as follows:

- | | | |
|----|---|-------------------|
| A. | Four (4) through six (6) years of service: | \$200.00 annually |
| B. | Seven (7) through nine (9) years of service: | \$300.00 annually |
| C. | Ten (10) through twelve (12) years of service: | \$400.00 annually |
| D. | Thirteen (13) through fifteen (15) years of service: | \$500.00 annually |
| E. | Sixteen (16) through eighteen (18) years of service: | \$600.00 annually |
| F. | Nineteen (19) through twenty-one (21) years of service: | \$700.00 annually |
| G. | Twenty-two (22) and up, years of service: | \$800.00 annually |

Said pay to be issued in the last pay check in November of each year.

The provisions of this Article apply to full-time employees hired prior to January 1, 1995. Employees hired after January 1, 1995 will not be eligible for longevity pay.

ARTICLE XV

HOLIDAYS

1. The following days shall be recognized as legal holidays:

| | |
|------------------|----------------|
| New Years Day | Presidents Day |
| Civil Rights Day | Memorial Day |
| Independence Day | Labor Day |
| Columbus Day | Veterans Day |
| Thanksgiving Day | Christmas Day |

2. Civilian employees may take scheduled holidays off that fall within their work week. Any holidays that fall within a weekend may be taken off either the Friday before or the Monday after the holiday. Civilian employees may, with approval of the Chief of Police, take another day off in lieu of a scheduled holiday.

In order to be eligible for holiday pay, employees must work their last regularly scheduled work day immediately preceding and their first regularly scheduled work day immediately following the holiday. Eligible employees shall receive holiday pay computed at their regular straight-time hourly rate for the number of hours for which they are normally and regularly scheduled to work immediately prior to the holiday, up to a maximum of eight (8) hours.

3. Payment for the above ten (10) holidays will be accumulated and paid in the last paycheck in November of each year. This section for sworn personnel and dispatchers only.
4. In addition to the ten (10) listed holidays employees shall receive two (2) floating holidays which may be taken as approved by the Chief of Police or his designee. These floating holidays must be taken during the calendar year they are acquired. These floating holidays will be prorated. One (1) holiday earned every six months worked. Days may be taken in advance. If employment terminates, prorated reimbursement will be made to the Town.

5. When a full-time employee covered by this Agreement terminates his employment for any reason, that employee shall receive payment for all holiday pay due him/her up to the time of separation from the Department, provided, however, that if a full-time employee's separation from the Department falls between December 1 and December 24, one (1) days pay will be deducted since Christmas will have already been included in the Holiday Pay which the employee received in his her last paycheck in November.
6. This article applies only to the full-time employees and part-time employees shall not be covered by same.

ARTICLE XVI

VACATIONS

1. Annual vacation allowance for regular full-time employees with one (1) to five (5) years of continuous service will be based upon an accrual rate of one (1) vacation day for each full month of service and, with proper notification and approval, be taken at any time during the calendar year. Proper notification of at least five (5) administrative work days must be given for vacation requests of vacation over three (3) days. Prior to approval being granted for an employee to take vacation leave which has not yet been accrued, the employee shall be required to sign documentation allowing for the deduction of such unearned leave from his/her final pay check(s) if the time remains un-accrued at the time of termination of employment
2. Annual vacation allowance for regular full-time employees with five (5) full years of continuous service will be based upon one and one-quarter (1 1/4) days for each full month of service and, with proper notification and approval, be taken at any time during the calendar year. However, in those cases where an employee terminates employment, any vacation time taken but not accrued during the calendar year will be deducted from the final paycheck(s) due the employee.
3. Regular full-time employees hired by the Conway Police Department after November 3, 1983 will accrue one (1) vacation day after each month of service, provided, however, any such employee must serve one (1) full year from their date of employment before they will be eligible to take any vacation leave.
4. Regular full-time employees will receive a maximum of four (4) weeks (20 work days) annual vacation leave after ten (10) years of service.
5. Regular full-time employees may accumulate vacation days up to a maximum of thirty (30) work days. For the purpose of this Article, a day shall be considered eight (8) hours.
6. Except as provided in Section 7 below, upon separation from service, all unused vacation days will be paid.
7. Any employee who leaves employment with the Conway Police Department for any reason before he/she has served one (1) full year from his/her employment date will not be eligible for any annual leave or any monetary compensation for time.
8. Vacation leave will be applied for based on seniority with the Conway Police Department as set forth in Article IX, entitled SENIORITY.

9. A reasonable effort will be made so that two (2) Patrol Officers or one (1) Corporal and one (1) Patrol Officer will be allowed to take vacation leave during the same time period at the Chief's discretion. Scheduling of vacations shall be at the discretion of the Chief of Police or the Chief's designee, provided, however, that the vacations shall not interrupt or interfere with the normal operations of the Conway Police Department and the Chief of Police or the Chief's designee shall have the right to change the vacation schedule so as to prevent any such interruption or interference.
10. This Article applies only to regular full-time employees and part-time employees shall not be covered by same.

ARTICLE XVII

SICK LEAVE AND BEREAVEMENT LEAVE

1. A. Regular full-time employees shall accrue sick leave at the rate of one and one-quarter ($1\frac{1}{4}$) days per month which shall be credited on the last day of the month. Unused sick leave may be accrued from year to year up to a maximum limit of ninety (90) days. Sick leave is available only for the personal, non-work related illness or injury of the regular full-time employee. Employee's sick leave may be used to care for the illness or injury of a spouse or dependent living in the same household as outlined in the FMLA guidelines. Employee's sick leave may be used as compensation while on FMLA leave.
 - B. After five (5) years of continuous service, regular full-time employees who terminate their employment by retirement or voluntary resignation shall be entitled to a lump sum payment of three-quarters ($\frac{3}{4}$) of that employee's unused but accumulated sick leave at said employee's rate of pay at the time of retirement or voluntary resignation. This payment shall not exceed seventy-five percent (75%) of ninety (90) accumulated but unused sick leave days.
 - C. Full-time employees with a minimum of thirty (30) days of accrued sick leave will have the option (at the end of the calendar year) to be paid one-half ($\frac{1}{2}$) of the regular rate of pay for each day of sick leave accrued, but not used, during the previous twelve (12) months (maximum 15 days). The employee will receive this pay in January of the following year. The current year's Sick Leave accrual must be exhausted before any previously "banked" time can be used. Sick time may be taken in one (1) hour increments if necessary.
2. A. Regular full-time employees shall be granted five (5) days paid leave of absence in the case of the death of that employee's spouse or child.
 - B. Regular full-time employees shall be granted five (5) days paid leave of absence in the case of the death of that employee's parent, brother or sister.
 - C. Regular full-time employees shall be granted three (3) days paid leave of absence in the case of the death of that employee's grandparent, parent-in-law, brother-in-law, sister-in-law, aunt or uncle.
 - D. Additional bereavement leave may be granted by the Chief or the Chief's designee in their sole discretion, provided, however, that the denial of any such additional time shall not be subject to the Grievance Procedure set forth in Article VIII herein.
3. A. This Article applies only to regular full-time employees and part-time employees shall not be covered by same.

ARTICLE XVIII

MILITARY SERVICE

Shall be governed by existing State and Federal Law.

ARTICLE XIX

LEAVE OF ABSENCE

1. Leave of Absence without Pay: Permanent employees who have completed their probation may apply for and be granted unpaid leave of absence for personal reasons. Such leave shall be in writing to the Chief of Police. Approval/denial of such leaves by the Chief of Police shall not be arbitrary or capricious and shall be based on the service requirements of the Department. Response to such requests shall be in writing within five (5) days of the request.
2. Medical Leave of Absence: Written medical leaves of absence without pay shall be granted by the Chief for a period not to exceed twelve (12) work weeks in any "rolling" twelve (12) month period. A "rolling" twelve (12) month period is twelve (12) months measured backward from the date leave is used. Medical leaves of absence shall only be granted to full-time regular employees, who have worked for the Department at least twelve (12) months and worked at least one thousand two hundred fifty (1,250) hours during the year preceding the start of the leave, for purposes of a serious health condition of the employee, spouse, child or parent, or because of the birth of the employee's child or the placement of the employee's adopted child. While on medical leave, each employee must keep the Chief advised as to the medical recovery progress. To be eligible for leave without pay for medical reasons the medical condition of the employee or of the family members for which leave is taken must be certified with a physician's written medical statement.

During a medical leave of absence without pay, an employee shall have no loss of accrued benefits or seniority but will not continue to accrue any such benefits. Health insurance benefit payments will be paid by the Department in accordance with the established level of contribution during periods when the employee is on medical leave without pay. While on an unpaid medical leave of absence the employee will be responsible for paying the employee's share of the premium by submitting payment to the Department on or before each regular payday. The Department may recover its share of the premiums for maintaining coverage for the employees under such group health plans during the period of leave if the employee fails to return to work for reasons other than the continuation or onset of a serious health condition entitling the member to leave, or other circumstances beyond the employees control. Certification of inability to return to work as specified and allowed by this medical leave of absence may be required.

A medical leave of absence shall not be granted until all of the employee's accumulated vacation leave and accumulated sick leave (in the case of serious health conditions of the employee, spouse, child, or parent) has been taken. The combination of paid and unpaid leave for the Family Medical Leave Act shall not exceed twelve (12) work weeks in any twelve (12) month period.

Upon expiration of the leave, the employee shall be reinstated to the same, or an equivalent position, to that held before the leave was granted. Failure of the employee to report promptly for work at the expiration of the leave shall be cause for dismissal. Employees who use paid leave for twelve (12) or more weeks shall not be entitled to said twelve (12) week unpaid medical leave of absence in addition to the paid leave unless a medical leave of absence is granted in accordance with the Section below.

Upon approval of the Chief, an employee may receive an extension of the medical leave of absence without pay for a period beyond twelve (12) work weeks provided notice is given at least ten (10) work days prior to the commencement of said extension. An employee shall have no loss of accrued benefits or seniority, but will not continue to accrue any such benefits during said extension. Continuation of the health insurance benefit during the extension period shall be at employee expense.

3. Worker's Compensation: In the case of an injury or occupational disease to an employee sustained in the performance of their duties. In the event that said injury or occupational disease occurs on the job and is compensatory under Worker's Compensation, the employee shall be placed on Worker's Compensation Leave and shall be paid by the Department's Worker's Compensation Insurance carrier. In order that the employee's income will not be interrupted by delayed receipt of Worker's Compensation, the Department will permit the employee to use accrued sick leave then vacation leave, personal time, and the floating holiday to continue to receive the employee's regular net pay. Said leaves may be restored by reimbursing the Department. In the event that the employee continues on Worker's Compensation Leave, the employee may receive the employee's regular net pay by using accrued sick leave then vacation leave, personal time, and the floating holiday to pay the difference between the Worker's Compensation pay and the employee's regular net pay. If the employee remains on Worker's Compensation Leave after all leaves have been exhausted, the employee shall continue on the Worker's Compensation pay only.

Employees absent from work as a result of a bona fide Worker's Compensation injury are eligible for reinstatement to the employee's former position within eighteen (18) months of the date of the injury, provided that:

1. The employee requests reinstatement.
2. The employee is capable of performing the duties of the position, as determined by the attending physician; and
3. The position exists and is available.

ARTICLE XX

PERSONAL LEAVE

1. Full-time employees shall be granted three (3) days paid personal leave per year. These Personal Days will be prorated. One (1) personal day earned every four (4) months worked. Days may be taken in advance. If employment terminates, prorated reimbursement will be made to the Town.
2. Personal leave requests will be requested on the "Conway Police Department Leave Request" forms. Approval or denial of such request shall be in writing and given to the requesting employee within seventy-two (72) hours of said request being submitted.

Requests for and utilization of Personal Leave will be subject to the same restrictions as outlined in Article XVI - VACATIONS.

ARTICLE XXI

WAGES

1. Any wage increases awarded during the terms of this Agreement will be in accordance with the "Merit Pay" system previously adopted.
2. Percentages of available merit raises are to be in accordance with the attached Compa-Ratio Matrix (A-1).
3. Adoption of proposed evaluation form (A-2)(twenty categories scored 1-6 with changes in rating schedule) that is to be used in conjunction with existing matrix. Said evaluation to be given once a year in November. (Refer to Evaluations Memorandum)
4. All employees, as of this contract effective date, will be compensated at a minimum of 92% of average for job classification.
5. Employees compensated as Corporals (Corporals and Detectives) will be paid from a scale that is the midpoint between the average Sergeant and the average Patrolman pay scale, based on the 30 town survey.

Note: The job classification/Pay Scale shall be adjusted annually utilizing the NH Municipal Association's Annual Wage/Salary Survey as a base document. Other supportive statistical data may also be utilized.

ARTICLE XXII

COMMERCIAL DUTY PAY

Employees who work Commercial Duty (private contract) shall be paid at the rate of twenty-five dollars (\$ 25.00) per hour. A minimum of three (3) hours shall be paid for each Commercial Duty shift completed by an employee.

In conjunction with ARTICLE VI, CONSULTATIONS, in the event that the Employer changes the Commercial Duty Rate for its customers during the term of this agreement, Union employees will receive the appropriate rate adjustment accordingly.

ARTICLE XXIII

BENEFITS

For the term of this Agreement the parties have adopted the Town of Conway's Flexible Benefit Plan. For health insurance coverage, the employer will contribute 75% of the cost of the POS plan.

- A. Any employee who shows proof of insurance through another source that is comparable or better than the Town of Conway's coverage will receive a \$ 1250.00 benefit to waive the Town's coverage.

ARTICLE XXIV

DISABILITY INSURANCE

Full-time employees shall be covered by a long-term disability insurance plan providing benefits of 60% of basic monthly earnings commencing after a ninety (90) day elimination period. Terms of the insurance policy will govern and the employer, at its sole discretion, retains the right to obtain this insurance from any source.

ARTICLE XXV

HEALTH INSURANCE

See **BENEFITS** section, Article XXIII.

ARTICLE XXVI

LIFE INSURANCE

Full-time employees will be provided term life insurance from any source chosen by the Employer in its sole discretion of \$40,000 with double indemnity, provided, however, that any such life insurance shall terminate when any employee permanently leaves the employ of the Conway Police Department for any reason.

This section relating to life insurance applies only to full-time employees and part-time employees shall not be covered by same.

ARTICLE XXVII

TERMS OF INSURANCE POLICIES TO GOVERN

The extent of coverage under the insurance policies (including HMO and self-insured plans) referred to in this Agreement shall be governed by the terms and conditions set forth in said policies or plans. Any questions or disputes concerning said insurance policies or plans or benefits thereunder shall be resolved in accordance with the terms and conditions set forth in said policies or plans and shall not be subject to the grievance and arbitration procedure set forth in this Agreement. 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, nor shall such failure be considered a breach by the Town of any obligation undertaken under this or any other Agreement. Nothing in this Agreement shall be construed to relieve any insurance carrier(s) or plan administrator(s) from any liability it may have to the Town, employer or beneficiary of any employee.

ARTICLE XXVIII

RETIREMENT

Employees of the Department are members of the New Hampshire Retirement System. The Employer will continue to pay its share of the cost of participation in the New Hampshire Retirement System.

ARTICLE XXIX

IN-SERVICE TRAINING

Specialized or follow-up training required for certification by a higher level of government is not compensatory (29CFR553). However, in-service training required by the Conway Police Department will be compensated to those full-time employees who are off-duty, at time and one-half (1 1/2).

Eligible employees may be provided up to four (4) hours of training per month. Said training will be paid at a rate of one and one half (1 1/2) time the employee's base rate of pay.

ARTICLE XXX

EDUCATIONAL INCENTIVE

1. Any full-time employee who has received a Master's Degree in Criminal Justice or Police Science will receive an educational incentive of eight hundred dollars (\$800.00).
 - A. Any full time employee who has received a Master's Degree in a field that directly relates to the position they hold will receive an educational incentive of eight hundred dollars (\$800.00).
 - B. Item 1A is subject to the approval of the Commission and is not grievable under this contract.

2. Any full-time employee who has received a Bachelor of Science Degree in Criminal Justice or Police Science will receive an educational incentive of six hundred dollars (\$600.00).
 - A. Any full time employee who has received a Bachelor of Science Degree in a field that directly relates to the position they hold will receive an educational incentive of six hundred dollars (\$600.00).
 - B. Item 2A is subject to the approval of the Commission and is not grievable under this contract.

3. Any full-time employee who has received an Associates Degree in Criminal Justice or Police Science will receive an educational incentive of four hundred dollars (\$400.00).
 - A. Any full time employee who has received an Associates Degree in a field that directly relates to the position they hold will receive an educational incentive of four hundred dollars (\$400.00).
 - B. Item 3A is subject to the approval of the Commission and is not grievable under this contract.

4. Any employee receiving an educational incentive shall pay back the unused portion of same on a prorated basis if that employee leaves the employ of the Conway Police Department for any reason during the year.

5. Educational courses requested to be taken during regular work hours remain subject to the prior approval of the Administration and Commission. When deemed acceptable and appropriate by the Administration and Commission, consideration will also be given to scheduling accommodations and partial monetary reimbursement.

6. Sections 1, 2, and 3 (above) shall apply only to the full-time employees and part-time employees shall not be covered by same.

ARTICLE XXXI

UNIFORMS AND EQUIPMENT

1. Regular full-time employees shall be provided with mandatory uniforms and equipment, including boots and shoes. Regular part-time employees shall be provided with mandatory uniforms and equipment, excluding boots and shoes.
2. All regular full-time Patrolmen and Corporals shall receive an annual clothing maintenance allowance of four hundred and fifty dollars (\$450.00).
3. All regular full-time Patrolmen and Corporals who are assigned to work in the Detective Division as Detective/Patrolman shall receive an annual clothing allowance of four hundred dollars (\$400.00) which will be used solely for the purpose of purchasing clothing, provided prior approval of such purchase has been granted by the Chief of Police. The denial of any request by the Chief of Police shall not be subject to the Grievance Procedure set forth in Article VIII.
4. All regular full-time Dispatchers shall receive an annual clothing maintenance allowance of three hundred dollars (\$300.00).
5. All regular full-time Clerks shall receive an annual clothing maintenance allowance of four hundred dollars (\$400.00).
6. Sections 2, 3, 4 and 5 (above) shall apply only to regular full-time employees and part-time employees shall not be covered by same.
7. If any employee terminates his/her employment with the Conway Police Department for whatever reason during the course of the year, that employee shall return all uniforms and equipment in his/her possession and any unused portion of the allowance set forth in Section 2, 3, 4, and 5 (above) on a prorated basis.

ARTICLE XXXII

PHYSICALS AND PHYSICAL AGILITY

1. All full-time employees are required to have a physical once every year, to be completed by November 1, as prescribed by NH Police Standards and Training entry level requirements, which have been revised and agreed upon by both parties. Any insurance co-pay to be paid by the Town of Conway. This physical is to be taken as the employee's insurance benefit unless individual decides to have the town of Conway pay for the physical at which time the employee will go to a medical facility of the Employers choosing and have the physician on call administer it and the revised Police Standards and Training physical form will be returned (B-2), along with the acknowledgment (B-1), and placed in the employee's medical file. If an employee opts to use their insurance benefit, only the acknowledgment, signed by the doctor, is to be returned and placed in employee's file.
2. The Employer will provide a membership to 1-2-1 Personal Training Center for all employees for one year at a rate of \$250.00 per month not to exceed \$ 3,000.00.

ARTICLE XXXIII

BULLETIN BOARDS

A space shall be provided for a bulletin board for posting notices of the Conway Police Department addressed to the employees and notices of the Union addressed to it's members.

No Union notice shall be posted in or around Police Department property except on such bulletin boards and no notice shall be posted until it has been signed by an official of the Union.

Employees and/or the Union shall not post notices of a derogatory, libelous or profane nature and shall be limited to actual Union activity.

ARTICLE XXXIV

USE OF PERSONAL VEHICLES

An employee required to use his/her personal vehicle for work related duties/assignments shall be compensated consistent with the Federal rate. Mileage is to be figured from the police station or the employee's home, whichever is the shorter distance to the location and return. Side trips (while at the Academy for example) will not be compensated.

ARTICLE XXXV

EFFECT OF AGREEMENT

1. This instrument constitutes the entire Agreement and final resolutions of all matters in dispute between the Employer and the Union arrived at as a result of collective bargaining negotiations, except such amendments hereto as shall have been reduced to writing signed by the parties.
2. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands 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 that opportunity are set forth in this Agreement.

ARTICLE XXXVI

SEPARABILITY

If any Article of this Agreement or any application of any portion of any Agreement to any employee or group of employees is held to be contrary to law, then such Article shall not be deemed valid, but all other Articles shall continue in full force and effect. The parties agree to meet and re-negotiate any Article deemed invalid.

ARTICLE XXXVII

DURATION OF AGREEMENT

Section 1.

This agreement shall be effective as of January 1, 2009 and shall remain in full force and effect until December 31, 2010.

Section 2.

It shall be automatically renewed from year to year there-after unless either party shall notify the other in writing one hundred twenty (120) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date; this Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

Section 3.

In the event that either party desires to terminate this Agreement, written notices must be given to the other party no less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

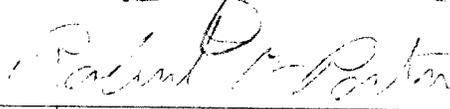
WHEREOF the parties, in writing, do affix their signatures hereto this 11/15/08

day of November, 2008.

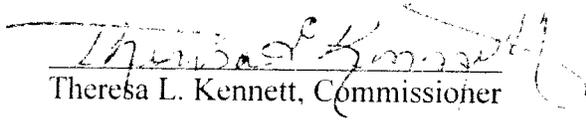
FOR THE CONWAY POLICE
COMMISSION



David D. Doherty, Chairman

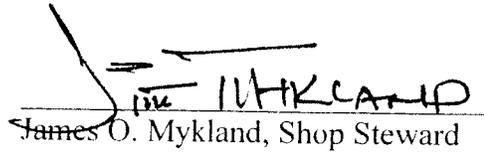


Robert F. Porter, Commissioner



Theresa L. Kennett, Commissioner

FOR AFSCME LOCAL 3657



James O. Mykland, Shop Steward



Sean T. Mask, Negotiator



Christopher J. Mattei, Negotiator

**APPENDIX A
MERIT MATRIX
% WAGE TO AVG INCOME
MERIT RAISE PERCENT**

| % Wage to Average Income | 85 < 90% | 90 < 95% | 95 < 105% | 105 < 110% | 110 < 115% | 115 < 120% | > 120% |
|---------------------------------|--------------------|--------------------|---------------------|----------------------|----------------------|----------------------|------------------|
| Performance Rating | | | | | | | |
| 95 < 100 | 6.50% | 6.00% | 5.50% | 5.00% | 4.50% | 4.50% | 4.00% |
| 90 < 95 | 6.00% | 5.50% | 5.00% | 4.50% | 4.00% | 3.50% | 3.00% |
| 85 < 90 | 5.50% | 5.00% | 4.50% | 4.00% | 3.50% | 3.00% | 2.50% |
| 80 < 85 | 5.00% | 4.50% | 4.00% | 3.50% | 3.00% | 2.50% | 2.00% |
| 75 < 80 | 2.00% | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| 70 < 75 | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% | .50% |

A performance rating of less than 70 is considered unsatisfactory and will require a follow-up review in 6 months. Failure to achieve a 70 or higher performance rating at that time is possible grounds for termination.

**CONWAY POLICE DEPARTMENT
EMPLOYEE PERFORMANCE EVALUATION**

NAME: _____ PRESENT POSITION: _____

DATE: _____

RATING SCHEDULE (Based on job complexity and/or length of time in the position):

6 = Outstanding - Extremely High Achievement.

5 = Exceeds Expectations - Consistently Exceeds All Performance Expectations.

4 = Performs Effectively - Consistently Performs In An Effective Manner.

3 = Making Good Progress - The Learning Process Is Progressing Satisfactorily.

2 = Needs Improvement - Not Progressing Satisfactorily.

1 = Does Not Meet Minimum Requirements - Results Show Deficiencies, Which Seriously Interfere With Attainment Of The Minimum Performance Level.

I. WORK SKILLS (1-6 each sub-category)

_____ A. **Responsibility/Dependability:** How well employee accepts the consequences of his/her actions and obligations, anticipates problems, and offers practical solutions.

_____ B. **Job Knowledge:** Knowledge of job's technical factors, mechanical skills, regulatory guidelines or other principles. Ability to advise others.

_____ C. **Communication Skills:** How smoothly communication flows; results/effectiveness, convincing work. Ability to solve problems with others.

_____ D. **Judgment Ability:** How well arrives at sound, reasonable decisions using good common sense.

_____ E. **Comprehension Skills:** Ability to understand and execute directions and assignments efficiently. Directions/assignments carried out readily and completely.

COMMENTS:

II. WORK HABITS (1-6 each sub-category)

_____ A. **Attendance & Punctuality:** Reliably present and on time for work, as scheduled.

_____ B. **Observance of Rules and Regulations:** Follows and complies with all rules and regulations governing his/her employment.

_____ C. **Appearance:** Clean and pressed clothing; suitable for that of position and task. Personal cleanliness.

COMMENTS:

III. WORK ATTITUDE (1-6 each sub-category)

- _____ A. Cooperation: Willingness to work and associate with other employees, acts to promote cooperation and reduce conflict.
- _____ B. Acceptance of Supervision: Willingness to maintain amiable, cooperative relationships with supervisors. Accepts assignments willingly, follows through to prompt completion. Acceptance of corrective suggestions.
- _____ C. Initiative/Motivation: Initiates action to solve problems and resolve issues. Demonstrates positive motivational skills with self and peers. Becomes involved in department activities over and above core responsibilities/assignments.

COMMENTS:

IV. HUMAN RELATIONS (1-6 each sub-category)

- _____ A. Co-workers: Willingness to organize and maintain comfortable working relationships with other employees.
- _____ B. Public: Maintains effective relationships with the public, and media when required. Treats the public with respect.

COMMENTS:

V. QUALITY OF WORK (1-6 each sub-category)

- _____ A. Accuracy & Thoroughness: Exactness, free from errors. Well organized work that reveals serious forethought.
- _____ B. Amount of Work Performed: Consistently meets required work load.
- _____ C. Completion of Work on Schedule: Ability to meet deadlines; timely, schedule conscious. Seeks ways to improve ability to meet deadlines.

COMMENTS:

VI. GENERAL PATROL (patrol personnel only) (1-6 each sub-category)

- _____ A. Officer Safety: Motor vehicle stops. Booking room, prisoner, and officer safety. Firearm and range safety. Promptly reports unsafe acts/conditions.
- _____ B. Patrol Tactics: Knowledge of patrol area. Uses radio properly. Knowledge of motor vehicle codes, criminal codes, and local codes. Knowledge of rules and regulations. Preventative criminal and motor vehicle patrol. Follow-up on cases and investigations. Courtroom demeanor and case preparation.
- _____ C. Equipment: Uses department equipment properly. Cruisers clean, and equipment supply maintained. Working knowledge of computer and report writing software. Reports damaged or lost property.
- _____ D. Education: Keeps abreast of new and updated laws and ordinances. Successfully completes in-service training programs. Shows interest in personal development.

COMMENTS:

VII. OPTIONAL GOAL ACHIEVEMENT (10 points)

- _____ A. Achievement of previous performance rating period goal.

COMMENTS:

- _____ B. Goal for _____ performance rating period.

VI. CLERICAL (Clerks only) (1-6 each sub-category)

- _____ A. Telephone Communications: Information gathered is appropriate, relative, legible, and accurate.**
- _____ B. Equipment: Uses and maintains office equipment properly. Working knowledge of computer.**
- _____ C. Clerical Functions: The ability and knowledge of the employee to perform overall clerical functions; transcription, record keeping, schedule entry into computer, monthly alarm code sheets, updating of alarm contact lists, new alarms, and alarm rolodex cards. Performs typing and/or entries required by the prosecutor; recording of court actions/returns, filling of discoveries.**
- _____ D. Task Adaptability: Ability to respond and adapt to work requirements not otherwise anticipated in day to day responsibilities.**

COMMENTS:

VII. OPTIONAL GOAL ACHIEVEMENT (10 points)

- _____ A. Achievement of previous performance rating period goal.**

COMMENTS:

- _____ B. Goal for _____ performance rating period.**

VI. DETECTIVES (Detectives only) (1-6 each sub-category)

- _____ **A. Interview/Interrogation Skills: Soliciting and recording necessary information in an interview. Controlling a hostile interrogation. Capitalizing on a submissive suspect. Being creative with deceptive suspects.**
- _____ **B. Use of Specialized Equipment and Skills: Effective use: video, 35 mm and digital cameras, fingerprint equipment, and other regularly used equipment such as computer, software, etc. Able to access, document and seize evidence, and process a crime scene.**
- _____ **C. Detective Safety: Motor vehicle stops, prisoner and booking room safety. Proper storage of duty weapon.**
- _____ **D. Investigative Skills: Able to develop a suspect in a crime through the correlation of other crimes, informants, or other proactive means. Able to draft arrest and search warrants with minimal supervision. Effectively uses all other resource means in determining and identifying criminals or criminal activity.**

COMMENTS:

VII. OPTIONAL GOAL ACHIEVEMENT (10 points)

- _____ **A. Achievement of previous performance rating period goal.**

COMMENTS:

- _____ **B. Goal for _____ performance rating period.**

VI. DISPATCH (dispatch personnel only) (1-6 each sub-category)

- _____ A. Radio Communications: How well employee communicates on the radio providing clear, complete, accurate, concise, and necessary information.
- _____ B. Telephone Communications: The ability of the employee to gather appropriate, relative and necessary information from the caller. Ability to project confidence, concern, and care to caller.
- _____ C. Dispatch Operations/Security Procedures: Knowledge of jurisdiction areas. Knowledge and use of resource information. Knowledge of, and compliance with, functions and procedures. Adaptability to changes in functions and procedures. Ability to maintain standards of security; NCIC procedures, SPOTS procedures, building access, security camera monitoring, dissemination of information.
- _____ D. Equipment: The ability and knowledge of the employee to operate, utilize and maintain dispatch equipment; radios/plectron, telephones/TTD, Varitech, computers/printers, Dictaphone, security camera monitors.

COMMENTS:

VII. OPTIONAL GOAL ACHIEVEMENT (10 points)

- _____ A. Achievement of previous performance rating period goal.

COMMENTS:

- _____ B. Goal for _____ performance rating period.

IX. ACKNOWLEDGMENT OF DISCUSSION AND REVIEW

The contents of this evaluation have been discussed with me by my supervisor and I am fully aware of this information.

COMMENTS:

Employee's Signature

I have discussed the contents of this evaluation with the employee and have fully informed him/her of his/her status in this position.

Supervisor's Signature

Date _____

Received by: _____ Date _____
Chief of Police

Merit pay increase of _____ approved by the Conway Police Commission.

Police Commission Chairman

COMMENTS:

Total Rating Score: _____

APPENDIX B
CONWAY POLICE DEPARTMENT
ACKNOWLEDGMENT OF ANNUAL PHYSICAL EXAMINATION

Date: _____

Time: _____

Employee: _____

The above named employee, on today's date, took a complete physical exam according to the standards laid out by the forms supplied by the Conway Police Department.

Physician Name (please print)

Physician's signature

Date

CONWAY POLICE DEPARTMENT

REPORT OF ANNUAL PHYSICAL

SECTION 1 - TO BE FILLED OUT BY APPLICANT

PLEASE PRINT OR TYPE

| | | | | |
|--|---------------------------|-----------------|--------------------------------------|--|
| 1. Social Security No. | 2. Last Name | First Name | Middle Initial | 3. Date of Birth |
| 4. Home Address | | | | |
| 5. Date of Examination | 6. Purpose of Examination | | 7. Height (no shoes) ' " | |
| | Police ___ | Corrections ___ | Academy ___ | 8. Weight (no shoes or coat) lbs. |
| 9. Applicant's Usual Occupation | | | 10: Right-Handed ___ Left-Handed ___ | |
| 11. Applicant's General Appearance: Good ___ Fair ___ Poor ___ | | | | |
| 12. Medications currently used, and explanation: | | | | |
| | | | | |
| 13. Explain your overall general health: | | | | |
| | | | | |

CHECK ONE APPROPRIATE BOX FOR EACH OF THE FOLLOWING QUESTIONS

| | | | | |
|---------|------------------------------|-------------|---|--|
| 14. | DO YOU NOW OR HAVE YOU EVER: | | | |
| Yes ___ | No ___ | Unknown ___ | lived with anyone who had tuberculosis? | |
| Yes ___ | No ___ | Unknown ___ | coughed up blood? | |
| Yes ___ | No ___ | Unknown ___ | bled excessively after injury/tooth extraction? | |
| Yes ___ | No ___ | Unknown ___ | attempted suicide? | |

Yes ___ No ___ Unknown ___ been a sleepwalker?

Yes ___ No ___ Unknown ___ been diagnosed HIV positive?

15. DO YOU NOW OR HAVE YOU EVER HAD:

Yes ___ No ___ Unknown ___ scarlet fever, erysipelas?

Yes ___ No ___ Unknown ___ rheumatic fever?

Yes ___ No ___ Unknown ___ swollen or painful joints?

Yes ___ No ___ Unknown ___ frequent/severe headaches?

Yes ___ No ___ Unknown ___ dizziness/fainting spells?

Yes ___ No ___ Unknown ___ eye trouble?

Yes ___ No ___ Unknown ___ paralysis (include infantile)?

Yes ___ No ___ Unknown ___ a hearing loss?

Yes ___ No ___ Unknown ___ a painful "trick" shoulder/elbow?

Yes ___ No ___ Unknown ___ severe tooth/gum trouble?

Yes ___ No ___ Unknown ___ sinusitis?

Yes ___ No ___ Unknown ___ hay fever?

Yes ___ No ___ Unknown ___ a head injury?

Yes ___ No ___ Unknown ___ a skin disease?

Yes ___ No ___ Unknown ___ thyroid problems?

Yes ___ No ___ Unknown ___ tuberculosis?

Yes ___ No ___ Unknown ___ asthma?

Yes ___ No ___ Unknown ___ shortness of breath?

Yes ___ No ___ Unknown ___ pain/pressure in chest?

Yes ___ No ___ Unknown ___ a chronic cough?

Yes ___ No ___ Unknown ___ palpitation/pounding heart?

15. CONT'D: DO YOU NOW OR HAVE YOU EVER HAD:

Yes ___ No ___ Unknown ___ heart trouble?

Yes ___ No ___ Unknown ___ high blood pressure?

Yes ___ No ___ Unknown ___ low blood pressure?

| | | | |
|---------|--------|-------------|------------------------------------|
| Yes ___ | No ___ | Unknown ___ | cramps in your legs? |
| Yes ___ | No ___ | Unknown ___ | frequent indigestion? |
| Yes ___ | No ___ | Unknown ___ | stomach/liver/intestinal problems? |
| Yes ___ | No ___ | Unknown ___ | gall bladder/gallstones problems? |
| Yes ___ | No ___ | Unknown ___ | jaundice/hepatitis? |
| Yes ___ | No ___ | Unknown ___ | broken bones? |
| Yes ___ | No ___ | Unknown ___ | tumor/growth/cyst/cancer? |
| Yes ___ | No ___ | Unknown ___ | rupture, hernia aid? |
| Yes ___ | No ___ | Unknown ___ | piles/rectal disease? |
| Yes ___ | No ___ | Unknown ___ | frequent, painful urination? |
| Yes ___ | No ___ | Unknown ___ | bed wetting after age 12? |
| Yes ___ | No ___ | Unknown ___ | kidney stone? |
| Yes ___ | No ___ | Unknown ___ | blood in urine? |
| Yes ___ | No ___ | Unknown ___ | sugar/albumin in urine? |
| Yes ___ | No ___ | Unknown ___ | STD: syphilis, gonorrhea, etc.? |
| Yes ___ | No ___ | Unknown ___ | recent weight gain? |
| Yes ___ | No ___ | Unknown ___ | recent weight loss? |
| Yes ___ | No ___ | Unknown ___ | epilepsy/fits? |
| Yes ___ | No ___ | Unknown ___ | bone, joint or other deformity? |
| Yes ___ | No ___ | Unknown ___ | lameness? |
| Yes ___ | No ___ | Unknown ___ | loss of finger ___ toe ___ |
| Yes ___ | No ___ | Unknown ___ | chronic/frequent colds? |

| | | | |
|---|--------|-------------|-----------------------|
| 15. CONT'D: DO YOU NOW OR HAVE YOU EVER HAD: | | | |
| Yes ___ | No ___ | Unknown ___ | recurrent back pain? |
| Yes ___ | No ___ | Unknown ___ | "trick", locked knee? |

| | | | |
|---------|--------|-------------|----------------------------------|
| Yes ___ | No ___ | Unknown ___ | foot trouble? |
| Yes ___ | No ___ | Unknown ___ | neuritis? |
| Yes ___ | No ___ | Unknown ___ | ear nose/throat problems? |
| Yes ___ | No ___ | Unknown ___ | arthritis/rheumatism/bursitis? |
| Yes ___ | No ___ | Unknown ___ | car/train/sea/air sickness? |
| Yes ___ | No ___ | Unknown ___ | frequent trouble sleeping? |
| Yes ___ | No ___ | Unknown ___ | depression excessive worry? |
| Yes ___ | No ___ | Unknown ___ | loss of memory/amnesia? |
| Yes ___ | No ___ | Unknown ___ | nervous problems of any sort? |
| Yes ___ | No ___ | Unknown ___ | periods of unconsciousness? |
| Yes ___ | No ___ | Unknown ___ | adverse reaction to serum drugs? |

FOR FEMALE APPLICANTS ONLY:

| | | | |
|---------|--------|-------------|-------------------------------------|
| Yes ___ | No ___ | Unknown ___ | been treated for a female disorder? |
| Yes ___ | No ___ | Unknown ___ | a change in menstrual pattern? |

16. DO YOU:

| | | |
|---------|--------|---------------------------------|
| Yes ___ | No ___ | wear glasses or contact lenses? |
| Yes ___ | No ___ | have vision in both eyes? |
| Yes ___ | No ___ | wear a hearing aid? |
| Yes ___ | No ___ | stutter/stammer habitually? |
| Yes ___ | No ___ | wear a brace/back support? |

IF "YES" IS CHECKED ON ANY OF THE FOLLOWING ITEMS, EXPLAIN AS DIRECTED

17. Have you ever been refused employment or been unable to hold a job or stay in school because of:

| | | |
|---------|--------|--|
| Yes ___ | No ___ | a. sensitivity to chemicals, dust, sunlight, etc.? |
| Yes ___ | No ___ | b. inability to perform certain motions? |
| Yes ___ | No ___ | c. inability to assume certain positions? |
| Yes ___ | No ___ | d. other medical reasons? |

If yes, explain:

IF "YES" IS CHECKED ON ANY OF THE FOLLOWING ITEMS, EXPLAIN AS DIRECTED

18. Yes ___ No ___ Have you ever been treated for a mental condition?

If yes, specify when, where, and give details:

19. Yes ___ No ___ Have you ever been denied life insurance?

If yes, explain:

20. Yes ___ No ___ Have you had, or have you been advised to have, any operations?

If yes, describe, and give age at which occurred:

21. Yes ___ No ___ Have you ever been a patient in any type of hospital?

If yes, specify when, where, why and name of doctor and complete address of hospital:

22. Yes ___ No ___ Have you ever had any illness or injury other than those already noted?

If yes, specify when, where, and give details:

23. Yes ___ No ___ Have you consulted or been treated by clinics, physicians, healers, or other practitioners within the past 5 years for other than minor illnesses?

If yes, give complete address of doctor, hospital, clinic, and details:

24. Yes ___ No ___ Have you ever been rejected for military service because of physical, mental, or other reasons?

If yes, give date and reason for rejection:

25. Yes ___ No ___ Have you ever been **discharged** from military service because of physical, mental, or other reasons?

If yes, give date, reason, and type of discharge, if other than honorable:

26. Yes ___ No ___ Have you ever received, is there pending, or have you applied for pension or compensation for an existing disability?

If yes, specify what kind, granted by whom, and what amount, when and why?

27. PHYSICIAN'S SUMMARY AND ELABORATION ON ALL PERTINENT DATA IN SECTION ONE:

Physician should comment on all positive answers in items 17 through 26, and may develop by interview any additional medical history he/she deems important, and record any significant findings here.

Typed or printed name of physician/examiner

Signature of physician/examiner

Date

SECTION 2 - TO BE FILLED OUT BY LICENSED PHYSICIAN

REPORT OF MEDICAL EXAMINATION

PLEASE PRINT OR TYPE

1. CHEST:

- a. Configuration _____
- b. Expiration measurement _____
- c. Inspiration measurement _____
- d. Auxillary nodes _____

2. LUNGS:

- a. Breath sounds _____
- b. Rales _____

e. Hernia _____

j. Bowel sounds _____

7. HEAD:

a. Nose _____

g. Ear drum _____

b. Gums _____

h. Thyroid _____

c. Nodes _____

i. External ear _____

d. Bruit _____

j. Soft tissue _____

e. Teeth _____

k. Auditory canals _____

f. Septum _____

l. Pharynx & tonsils _____

8. LABORATORY URINALYSIS:

a. SP gravity _____

c. ALB _____

b. Sugar _____
(Dipstick method acceptable)

d. Microscopic _____

9. BLOOD LIPID PROFILE AND BLOOD GLUCOSE LEVEL: Please attach lab results to this form

10. MUSCULAR-SKELETAL:

(Test by bending, stooping; also by head, arm, leg and finger motions.)

a. Upper extremities:

1. Limited function _____ 2. Missing parts _____

b. Lower extremities:

1. Limited function _____ 2. Missing parts _____

c. Spine:

1. Mobility _____ 2. Symmetry _____ 3. Posture _____

X-ray recommended: Yes ___ No ___

EXAMING PHYSICIAN, PLEASE READ AND ANSWER THIS QUESTION

In addition, there is a daily physical fitness program and physical contact classes in unarmed self-defense. Do you have any reservations about this individual's ability to participate, without restrictions, in a rigorous physical training program or perform the duties of a police officer? Yes No **If yes, please explain in Section 1, Page 6, Item 27.**

This is to certify that _____ of _____
Name of Applicant Law Enforcement Agency

has been examined by me on this date and is found to be in good physical condition and able to participate, without restrictions, in a rigorous physical training program.

Physician's Signature Date

Address Telephone Number

AFSCME COUNCIL 93
LOCAL 3657

CONWAY POLICE DEPARTMENT CHAPTER

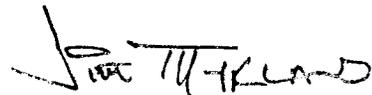
Chief Edward K. Wagner
Conway Police Department
PO Box 538
Ctr. Conway, NH 03813

October 1, 2008

Dear Chief Wagner,

On September 26, 2008 at a legally noticed meeting of the Conway Police Department Chapter, Local 3657, the members present, who constituted a quorum as outlined in the Union By-Laws, voted in the majority to accept the proposed contract for the years 2009-2010 as negotiated between the Union and the Police Commission.

If you have any questions, or if I can be of any further assistance, please contact me at any time.

A handwritten signature in black ink, appearing to read "JAMES MYKLAND". The signature is stylized with a large initial "J" and "M".

James Mykland
Chapter Chairman

AFSCME COUNCIL 93
LOCAL 3657
CONWAY POLICE DEPARTMENT CHAPTER

Chief Edward K Wagner
Conway Police Department
PO Box 37
Center Conway, NH 03813

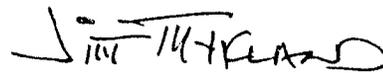
November 14, 2008

Dear Chief Wagner,

At a duly noticed special meeting of the Conway Police Department Chapter held on November 14, 2008 a majority of those members attending voted to reaffirm the earlier vote of the Union to agree to change a portion of Article XVII, Section 1C from "The employee will receive this pay in the last paycheck of November." to "The employee will receive this pay in the first paycheck of January of the year following the accrual."

It was also voted that this language shall become part of the new Contract negotiated between the Union and the Town and shall remain a part of the language of succeeding contracts.

If you have any questions, or need any further information, please feel free to contact me at any time.



James Mykland
Chapter Chairman

