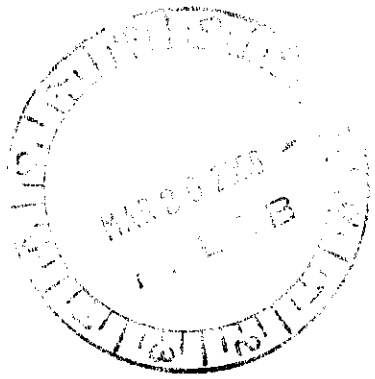
AGREEMENT BETWEEN

THE TOWN OF GOFFSTOWN



AND

INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS
LOCAL NO. 371

12/31/10

SIGNATURE DRAFT
December 12, 2005

Management Team:
Selectman Philip D'Avanza
Selectman Gossett McRae
Police Chief Michael French
Town Administrator Sue Desruisseaux

Union Team:
Detective Neil B. Nicholson
Officer Matthew Hozeny
Officer Kevin Bernard
Detective Kevin Laroche, Alternate

Table of Contents

ARTICLE 1.	PREAMBLE	1
ARTICLE 2.	MANAGEMENT RIGHTS	1
ARTICLE 3.	RECOGNITION	2
ARTICLE 4.	PROBATIONAL PERIOD	3
ARTICLE 5.	TRAINING AGREEMENT	3
ARTICLE 6.	EDUCATIONAL TRAINING PROGRAM	4
ARTICLE 7.	IMPEDANCE WITH TOWN OPERATIONS PROHIBITED	5
ARTICLE 8.	DISCRIMINATION	5
ARTICLE 9.	UNION ACTIVITY	5
ARTICLE 10.	DISCIPLINARY PROCEDURES, SEPARATIONS AND DEMOTIONS	6
ARTICLE 11.	GRIEVANCE PROCEDURE	8
ARTICLE 12.	WORKER'S COMPENSATION	10
ARTICLE 13.	COMPENSATION	10
ARTICLE 14.	HOURS	12
ARTICLE 15.	OVERTIME	12
ARTICLE 16.	COMPENSATORY TIME	14
ARTICLE 17.	ANNUAL LEAVE	14
ARTICLE 18.	PERSONAL DAYS	15
ARTICLE 19.	OUTSIDE DETAILS	15
ARTICLE 20.	RESIDENCY	15
ARTICLE 21.	SICK LEAVE	15
ARTICLE 22.	SICK BANK	16
ARTICLE 23.	JURY DUTY	17
ARTICLE 24.	MILITARY LEAVE	17
ARTICLE 25.	EMERGENCY/BEREAVEMENT LEAVE	17
ARTICLE 26.	LEGAL HOLIDAYS	18
ARTICLE 27.	INSURANCE	18
ARTICLE 28.	SEPARABILITY, EXPENDITURE OF PUBLIC FUNDS AND COMPREHENSIVENESS	20
ARTICLE 29.	FAMILY MEDICAL LEAVE ACT	20
ARTICLE 30.	ELECTRONIC PAYMENT	20
ARTICLE 31.	DURATION	20
APPENDIX A	PAY SCALE	23
APPENDIX B	THREE YEAR TRAINING AGREEMENT FORM	24
APPENDIX C	PERFORMANCE EVALUATION FORM	27
APPENDIX D	EDUCATIONAL TUITION AGREEMENT	29
APPENDIX E	PROMISSORY NOTE	31
INDEX		32

POLICE DEPARTMENT COLLECTIVE BARGAINING AGREEMENT

ARTICLE 1. PREAMBLE

1.1 This Agreement is entered into by and between the Town of Goffstown, New Hampshire, hereinafter referred to as the Employer, and Local #371, International Brotherhood of Police Officers, hereinafter referred to as the Union.

1.2 Nothing in this Agreement, except where specifically stated, is intended to abrogate, amend or modify any currently existing written standard, personnel regulation or departmental rule, whether promulgated by the Goffstown Police Department or the Town of Goffstown.

1.3 Whenever a male gender is used in this Agreement it shall be construed to include male and female employees unless biologically infeasible.

ARTICLE 2. MANAGEMENT RIGHTS

2.1 It is agreed that except as specifically delegated, abridged, granted or modified by this Agreement or required by statutory law, all of the rights, powers, and authority the Town possessed prior to the signing of this Agreement are retained by the Town and remain the exclusive right of management without limitation.

2.2 Management of the Town, its operation, direction of the workforce and the authority to execute all the various duties, functions, and responsibilities in connection therewith are vested in the Town. The exercise of such duties, functions and responsibilities shall not conflict with this Agreement.

2.3 It is understood and agreed that the Town has all the customary and usual rights, powers, functions and authority of management. Any of the rights, powers, functions or authority which the Town had prior to the signing of this Agreement, including those in respect of rates of pay, hours of employment, or conditions of work, are retained by the Town except as those rights, powers, functions or authority are specifically abridged or modified by this Agreement.

2.4 Without limitation, but by way of illustration, the exclusive prerogatives, functions, and rights of the Town shall include the following:

2.4.1 To plan, direct, supervise and control all operations, functions and policies of the Town in which the employees in the bargaining unit are employed.

2.4.2 To determine the need for and the qualifications of new employees, transfers and promotions.

2.4.3 To establish, revise and implement standards for hiring, classification, evaluation, promotion, quality of work, safety, materials, uniforms, appearance, equipment, methods, policies and procedures, work rules and regulations.

2.4.4 To assign shifts, workdays, hours of work and work locations subject to the terms of this contract.

2.4.5 To close or eliminate an office, operation, service or facility, or combination of facilities, or to relocate, reorganize or combine the work of divisions, offices, operations or facilities for budgetary or other reasons.

2.4.6 To implement new, and to revise or discharge, wholly or in part, old methods, procedures, materials, equipment, facilities and standards.

2.4.7 To determine the need for a reduction or an increase in the work force and the implementation of any decision with regard thereto.

2.4.8 To discipline, suspend, demote or discharge an employee for just cause, subject to the terms of this contract and other pertinent law.

2.4.9 To assign and distribute work.

2.4.10 To determine the need for additional educational courses, training programs, on-the-job training and cross-training.

2.4.11 To contract out any work it deems necessary in the interests of efficiency, economy, improved work product, equipment or emergency.

2.4.12 To determine the mission, policies and standards of service offered to the public.

2.4.13 The Town may prepare, issue, enforce rules and safety regulations necessary for safe, orderly, efficient operations.

ARTICLE 3. RECOGNITION

3.1 The Employer recognizes the Union as the sole and exclusive bargaining agent for all full-time non-probationary patrolmen within the Goffstown Police Department and only those regular full-time employees are covered by this Agreement.

3.2 All other present and future employees of the Town or Police Department, including but not limited to, supervisors, professional, confidential, probationary, temporary, seasonal, call or part-time are excluded from coverage or recognition under this Agreement.

3.3 The Union recognizes the Town of Goffstown, NH as the primary EMPLOYER of all Union employees within this bargaining unit.

3.4 The Town agrees to deduct Union dues from weekly paychecks from each member of the bargaining unit covered by this Agreement who signs an appropriate authorization for same. Monthly, said deductions shall be forwarded either to the Union or deposited into a bank account designated by the Union for the purpose of holding such dues.

ARTICLE 4. PROBATIONAL PERIOD

4.1 Definition and Purpose. The probationary period provides the employee the opportunity to become acquainted with the job and learn any necessary skills. Supervisory personnel will be responsible for checking to see that the new employee is learning the duties of the job and is capable of performing them. If at any time during this period it is determined by supervisory personnel that the employee is not suited for the position for reasons including but not limited to poor work performance and violation of work rules, the employee may be terminated without the same appellate rights as regular employees.

4.2 Probation. No employee of the Town of Goffstown shall be considered regular until the probationary period is successfully completed. New employees will be eligible for all benefits in this agreement after 6 full months of service to the Town. Retirement, medicare, and workers' compensation shall begin within applicable time frames as required by these programs. Employees of the police department shall serve an original employment probationary period of 12 consecutive calendar months which may be extended by the appointing authority as may be required, but not for a period of more than 4 additional consecutive months. In cases of original employment by the Town, during the probationary period, an employee may be dismissed at any time without the right of appeal or hearing in any manner. An employee dismissed during the probationary period from a position to which she/he was promoted, shall be reinstated to the position from which she/he was promoted, unless charges are filed and she/he is discharged, as provided in Article 9 of this agreement.

4.3 Probationary Period for Promotions. Employees of the Police Department who are promoted will be required to serve a probationary period of twelve (12) months in their new position.

4.4 Temporary Employees. If a full-time temporary employee becomes a regular employee in the same job position, the time served as a temporary employee will be considered toward the probationary period for regular employment. Time served as a part-time temporary employee will not be considered toward the probationary period. Time served as a full-time temporary employee will be considered towards the probationary period.

ARTICLE 5. TRAINING AGREEMENT

Prior to formal hiring and prior to initiation of service, all prospective members of the bargaining unit shall execute a "three year training agreement" substantially in the form of that appended hereto.

The bargaining unit members specifically and knowingly waive all rights which they may have under the fair labor standards act to any claims of wage forfeiture or any other related claim of penalty or improper practice as a result of the execution or enforcement of said training agreement. In the event that any third party, including any governmental organization, successfully pursues any such claim on behalf of any member of the bargaining unit member, the said members will hold the town harmless and indemnify the town for any amounts recovered.

ARTICLE 6. EDUCATIONAL/TRAINING PROGRAM

6.1 In order that employees may perform their work more efficiently and be able to qualify for positions of increasing difficulty and responsibility, the appropriate authority shall develop and implement educational training programs whenever appropriate.

6.2 Educational Reimbursement Incentive. An education reimbursement incentive will apply to all department employees who complete non-required but approved courses relating to their current employment, or as part of an approved career development program based upon the sections which follow in this article.

6.3 Approved Program. The Town agrees to provide reimbursement as indicated in the Educational Tuition Agreement (APPENDIX D).

6.4 Course Approval. Courses must be approved in advance by the Police Chief or designee as meeting the requirement that the course is related to the employee's job or is part of a career development program.

6.5 Degree/Military Stipend. Those full-time, permanent employees, who possess a degree in their field of service, or in a related or approved field of service, from an accredited higher education institution and following successful completion of their probationary period will receive an annual stipend to be paid semi-annually on the same schedule as COLA increases and longevity payments as follows:

Associates Degree ***OR***	
4 years of continuous active duty military service	$520 per year
Bachelors Degree	$1,040 per year
Masters Degree, JD or PhD	$1,560 per year

This stipend shall be in addition to their normal rate of compensation. Degree/Military stipends are non-cumulative i.e. an employee receives only one stipend.

6.6 Repayment of Town's Share. Upon successful completion of degree programs the member must maintain employment with the Town according to the following schedule:

Associate Degree - one (1) year
Bachelor Degree - two (2) years
Masters Degree/JD or PhD - three (3) years

If a member separates from employment prior to serving the term required, then the term will be pro-rated starting from the date the degree was conferred.

If a member separates from employment prior to completion of the degree program, then the percentage of completion will be calculated and applied to the term of employment above with a minimum commitment of one year. For example, if the member has completed 50% of a Masters Degree at the time of separation, then member must serve one and a half (1.5) years from the completion date of last class.

A non-matriculated member who receives reimbursement from the town for college level courses, shall maintain employment with the town for a period of one year following completion of the last course.

Repayment may be: (1) a lump sum at time of separation; or (2) monthly payments over the term allowed with the first payment due at time of separation and the 1st of the month thereafter. There will be a late payment charge of $10 for any monthly payment received after the 10th of each month. (See Appendix E, Promissory Note).

This section shall not apply to a member killed in the line of duty or who retires due to a duty related injury.

The member (or former member) retains the right to request an extension of payback time periods for reasons to include, but not limited to, financial hardship, death of a family member, or injury. The member (or former member) may request such an extension through the Chief of Police or designee, and if denied, shall retain the right of appeal to the Board of Selectmen.

Should a member die after leaving the service of the town while still owing a debt under this article, the town shall not seek reimbursement through the estate of the former member.

ARTICLE 7. IMPEDANCE WITH TOWN OPERATIONS PROHIBITED

7.1 Under no circumstances will the Union cause, encourage, sponsor or participate in any strike, work slowdowns, sanctions, picketing or patrolling which in any way impedes with the operations of the Town; multiple resignations, any form of job action, withholding of any services or any curtailment of work or any restriction or interference with the operations of the Police Department, other Town departments or Town of Goffstown government during the term of this Agreement. This section shall not be construed to forbid informational picketing. However, such activities shall not occur in such a manner as to impede with Town operations as described above.

7.2 Should any employee or group of employees covered by this Agreement engage in any activity prohibited by 6.1 above, the Union shall forthwith disavow any such activity and shall take all reasonable means to induce such employee or group of employees to terminate such activity forthwith, including but not limited to, any and all disciplinary measures which may be taken pursuant to the Union's Constitution and By-Laws as from time to time amended.

ARTICLE 8. DISCRIMINATION

The parties to this Agreement agree not to discriminate against any employee because of race, color, creed, gender, national origin or marital status.

ARTICLE 9. UNION ACTIVITY

9.1 There shall be no discrimination, interference, restraint, or coercion by the Employer against

any employee for his activity on behalf of, or membership in, the Union.

9.2 There shall be no discrimination, interference, restraint or coercion by the Union or bargaining unit employees against any employee for his lack of activity on behalf of, or non-membership in, the Union.

9.3 No Union member, employee or agent of the Union shall attempt to intimidate, harass, threaten or in any way coerce any non-Union employee to join the Union or cooperate in Union activities against the wishes of said employee. Within the boundaries of the law and without intimidation, harassment, threats or coercion, the Union shall not hesitate to take positions on issues, which may have an affect or impact upon non-union employees.

ARTICLE 10. DISCIPLINARY PROCEDURES, SEPARATIONS AND DEMOTIONS

10.1 Demotions. A department head may reduce the salary of an employee within the range provided in the pay plan or demote an employee for just cause. In the event of a demotion for disciplinary purposes, a written statement for the reasons for any such action shall be filed with the Town Administrator and a copy shall be filed in the employee's personnel file. However, in the event that through the grievance resolution process the effected employee is exonerated, then such information shall be removed from both the Town Administrator's file and the personnel file. The Chief of Police or his designee may keep a separate administrative file of all disciplinary action, regardless of result, but said file shall be only accessible by the Chief of Police or his designee for legitimate non-disciplinary purposes including but not limited to in response to a subpoena or order from a court of appropriate jurisdiction. In no way shall disciplinary action which resulted in the exoneration of the employee be utilized as a basis for enhanced disciplinary action in the event of further charges being brought against the affected employee.

10.2 Layoffs. A department head may lay off an employee in the service to the Town by reason of shortage of work and/or funds abolition of the positions, other material changes in the organization, or for other reasons beyond the employee's control and which do not reflect discredit upon the service of an employee. A department head shall give written notice to the employee of any proposed layoff and reasons therefore two weeks before the effective date of the action. A copy of such notice shall be filed with the Town Administrator and a copy shall be filed in the employee's personnel folder.

An employee who is laid off shall be considered a priority part-time employee and shall be afforded the opportunity to fill open shifts which develop within the regular schedule before such opportunity is offered to other employees, subject to departmental rules and regulations and provisions of this contract relating to the amount of time an employee may work within a 24-hour period and other applicable provisions. This priority status shall be granted during the period of an employee's layoff until such employee has worked a total of 40 hours per week at which time, for the remainder of that week, open shift assignments shall be filled pursuant to the rotational system described elsewhere within this contract. Nothing in this provision shall be interpreted to force the employer to fill all open shifts and, in fact, the right of the employer to leave open shifts unfilled for economic or other reasons is specifically recognized. In the event that two or more employees are laid off the opportunity for priority

assignments shall be rotated among those employees.

Layoffs shall be in the order of reverse seniority among bargaining unit members. Layoffs shall be considered temporary for a period of 12 months during which time laid off employees shall have a right of recall should regular employment become available within the bargaining unit. After 12 months a layoff shall be considered permanent and an employee shall have no such right of recall. Further, after a period of 12 months the employees right for priority treatment for the assignment of open shifts shall terminate as the employee shall no longer be considered a police officer for the Town of Goffstown. Employees shall be recalled in the reverse order of layoff. To be eligible for recall or for part-time employment as described above employees shall maintain all necessary certifications and shall, further, keep the employer fully advised of their current address and telephone number. A laid off employee being offered the opportunity to fill an open shift must respond immediately and affirmatively upon being contacted by the employer. Failure to do so will result in forfeiture of the right to fill that specific shift. In the event that the employer is unable to reach the employee after a reasonable effort, the employer may offer the open shift to another employee.

10.3 Disciplinary Action. A department head or designated supervisory person may reprimand, orally or in writing; suspend, with or without pay; demote or dismiss an employee due to inefficiency, incompetence, misconduct, negligence, insubordination, other sufficient just cause, or as defined in Section 10.4 of Article 10. A written statement setting forth the reasons for such action shall be filed with the Town Administrator and a copy shall be filed in the employee's personnel folder.

Disciplinary action or removal may be taken for a single violation or successive violations of a similar or dissimilar nature.

Any member of the bargaining unit may, at their sole discretion, avail themselves of union representation and consultation with a union representative with regard to any disciplinary matter. Further, such consultation and/or representation shall be available to the employee throughout any phase of the grievance process hereinafter described. However, such representations shall be limited to a local in-house representative during the first stage of the grievance procedure. However, the desire on the part of an employee for outside union representation or legal counsel shall not extend the deadlines contained in Article 10 for actions within the grievance procedure except by mutual written consent executed by both the employee and the Chief of Police or the Town Administrator.

10.4 Just cause For Removal. For purposes of this contract, the term "just cause" as applied to the actions of the employer shall mean those actions which a similarly situated employer would reasonably and justifiably take to rectify an unfavorable situation.

Just cause for removal from the service of the Town shall include, but not necessarily be limited to, the following:

10.4.1 Neglect of duty.

10.4.2 Incompetence or inefficiency.

10.4.3 Disability which renders the employee unable to perform essential job functions with reasonable accommodation on the part of the employer.

10.4.4 Insubordination or serious breach of discipline.

10.4.5 Under the influence of, in possession of or suffering the effects of alcohol or drugs while on duty.

10.4.6 Chronic or excessive absenteeism.

10.4.7 Disorderly or immoral conduct.

10.4.8 Willful violation of any of the provisions of this Agreement, departmental rules or regulations or other statutes relating to the employment of Town employees.

10.4.9 Conduct unbecoming an officer including but not limited to the violation of criminal law.

10.4.10 Abuse or violation of sick leave or other departmental or Town regulations.

10.4.11 Negligence of or willful damage to public property or waste of public supplies.

10.4.12 Conduct unbecoming an employee in the Town service.

10.4.13 The use or attempt to use one's authority or official influence to control or modify the political action of any person in the service or engaging in any form of political activity during working hours.

10.4.14 Serious safety violations including damage to equipment and vehicles or endangering others.

10.5 Resignations. The resignation of an employee shall be effective upon acceptance and, after acceptance shall not be subject to the grievance procedure. For purposes of this section, acceptance of a resignation may be effected by any officer of the Goffstown Police Department at the rank of lieutenant or higher, the Town Administrator or the Board of Selectmen.

ARTICLE 11. GRIEVANCE PROCEDURE

11.1 "Grievance" means an alleged violation, misinterpretation or misapplication with respect to one or more public employees, or the public employer, of any provision of this Agreement.

11.2 Grievances shall be processed in the following manner: Any grievance shall be filed by the employee in writing within ten (10) calendar days from the date of occurrence violation with the department head. The grievance shall contain an abbreviated statement as to the nature of

the grievance and shall state specifically the Article and Section of this Agreement which the employee or the designated representative feels have been violated. The employee shall be required to sign the original grievance filed with the department head and state the requested corrective action. Within ten (10) calendar days of receipt of the grievance, the department head shall conduct an informal inquiry concerning the grievance and render a decision in writing by no later than the close of the normal business day of the tenth (10th) day. The time requirements under this step may be extended by mutual written consent of the department head and the employee and/or the designated representative.

11.3 Board of Selectmen. If the decision of the department head is found to be unsatisfactory, or if no decision has been rendered during the time period specified above, either party may within ten (10) calendar days appeal in writing to the Board of Selectmen. The appeal shall contain the same information as required in Section 10.2, above. The Board of Selectmen shall conduct their first hearing session regarding the grievance within fifteen (15) calendar days from the date of its receipt, and shall render its decision in writing within fifteen (15) days from the close of their final hearing date.

11.4 Advisory Arbitration. If a decision of the Board of Selectmen is found to be unsatisfactory, or if no decision has been rendered during the time period specified above, said employee may within ten (10) days appeal in writing to the Town Administrator to convene a Personnel Advisory Board hearing. The appeal shall contain an abbreviated statement as to why the decision has been found to be unsatisfactory, those specific areas which have been violated and the request for corrective action. Within 15 days the Town Administrator shall name a management representative to the Personnel Advisory Board and the Union shall similarly name a representative within the same time period. Within 10 days from the naming of the respective party representatives, the representatives shall either agree upon a third person who shall complete and chair the tribunal or shall notify the Public Employees Labor Relations Board of their inability to agree and ask that said Board appoint a neutral party to chair the tribunal. The cost of advisory arbitration shall be born equally by the parties. The Personnel Appeals Board thus constituted shall convene a hearing on the matter at the earliest possible date and shall render their decision within 15 days from the close of their hearing.

11.5 Final Decision with Selectmen. If the decision of the Personnel Appeals Board is found to be unsatisfactory, or if no decision has been rendered during the time period specified above, either party may within ten (10) days request that the matter be returned to the Board of Selectmen. The Board of Selectmen shall not be required to conduct a rehearing and shall in no case accept new evidence, documentation or testimony of any form. The parties shall, however, be allowed to submit briefs to the Board of Selectmen on issues raised in the grievance proceedings and may also present oral argument within limitations established by the Board. The Board shall conduct its first meeting dealing with the return of the appeal within fifteen (15) calendar days from the date of its receipt and shall render its decision in writing within fifteen (15) days from the close of any final meeting on the matter and such decisions shall be final and not subject to further appeal or redetermination.

ARTICLE 12. WORKER'S COMPENSATION

12.1 All employees under this Agreement shall be covered by Workers' Compensation.

12.2 Workers' Compensation Differential. Any bargaining unit member who is injured within the course of his/her employment shall be entitled to workers' compensation benefits pursuant to the law of the State of New Hampshire. Additionally, any employee entitled to such benefits and who is unable to return to work for a period of time in excess of one work week shall be entitled to utilize 8 hours of accrued sick leave per week for each week, or portion thereof, that the employee is unable to return to work, up to a maximum of 96 hours.

ARTICLE 13. COMPENSATION

13.1 Appendix A, attached hereto, is hereby incorporated by reference and made a part of this agreement.

No employees shall be eligible for a step increase (as opposed to a general cost of living increase) unless they have received a satisfactory annual evaluation as determined by the Chief of Police or his/her designee. Only unsatisfactory evaluations may be submitted to the grievance process. The following guidelines shall apply to the use of evaluations for purposes of granting or withholding step increases:

13.1.1 An evaluation format substantially the same as that attached to this contract as Appendix C shall be utilized. Nothing in this article shall be deemed to waive management rights to reformat the evaluation document and/or make minor or inconsequential changes in the evaluation process to achieve its appropriate use.

13.1.2 A minimum of three not satisfactory categories will be necessary for an evaluation to have been deemed "unsatisfactory" in its entirety for purposes of this article.

13.1.3 Longevity benefits shall not be affected in any way by this term.

13.1.4 If an employee receives an unsatisfactory evaluation while fulfilling a special assignment, relating to skills, knowledge and abilities utilized during the period of special assignment, then the employee may elect reassignment to his/her previously held assignment without the withholding of the step raise. Only a specific ranking of "unsatisfactory" in reference to a particular evaluation item shall be considered as counting towards the three negative ratings required for the withholding of a step raise.

13.1.5 If an employee receives two successive favorable evaluations within the time frame of the step evaluation, without any rankings of "unsatisfactory" then no step raise shall be withheld.

13.1.6 Administrative error concerning the timely dissemination of evaluations to employees may prohibit the use of that evaluation for withholding a step increase.

All evaluations shall be completed and the evaluation document presented to the employee within one calendar month after the conclusion of the evaluation period. This time period will be reasonably extended due to either the unavailability of the employee or a member of the evaluation team as designated by the Chief of Police or by mutual agreement for other cause.

13.2 Annual Increases.

13.2.1 ALL HIRES. All bargaining unit employees shall be compensated in accordance with Appendix A, which includes a cumulative salary base and cost of living adjustment equating to: 4% on 7/1/2006; 4% on 7/1/2007; 3% on 7/1/2008; 3% on 7/1/2009; and 4% on 7/1/2010. The July 1, 2006 matrix eliminates Step A, and re-letters Steps B-J to Steps A-I. It is understood that on July 1, 2006 each members' Step letter will not change except those at Step J will change to Step I on the new matrix.

13.3 Incentives.

K-9 Officer. K-9 Officer(s) shall receive a $750 annual stipend, to be paid in two lump sum payments on the same payment schedule as COLA increase and longevity.

Detective. Detective(s) shall receive a $750 annual stipend, to be paid in two lump sum payments on the same payment schedule as COLA increase and longevity.

School Resource Officer. The School Resource Officer(s) shall receive a $750 annual stipend, to be paid in two lump sum payments on the same payment schedule as COLA increase and longevity.

DARE Officer. The DARE Officer(s) shall receive a $500 annual stipend, to be paid in two lump sum payments on the same payment schedule as COLA increase and longevity.

Field Training Officer (FTO). A Field Training Officer shall receive an additional one hour of pay at straight time for each day when training an employee.

Officer Acting as Supervisor (OAS). A Patrol Officer who is assigned the responsibilities of Patrol Supervisor shall be paid at Sergeant's rate of pay at equal step for that period of time acting as a Patrol Supervisor. This provision only accrues when the Patrol Officer is assigned the responsibilities Patrol Supervisor for a minimum of two (2) hours.

Management reserves the right to bring forward additional incentives for advanced certifications or licenses during the course of this contract period.

13.4 Longevity. Upon the ninth (9^{th}) year of service, the tenth year, and every 2 years thereafter, through the twentieth (20^{th}) year, employees will accumulate longevity pay at the rate of seven dollars and fifty cents ($7.50) per week, to be paid in a lump sum (less taxes) in the first (1^{st}) week of December. Longevity pay will accumulate therefore, as follows:

YEAR	RATE/WEEK	ANNUAL PAYMENT

Ninth (9)	$ 7.50	$ 390
Ten (10)	$15.00	$ 780
Twelve (12)	$22.50	$1,170
Fourteen (14)	$30.00	$1,560
Sixteen (16)	$37.50	$1,950
Eighteen(18)	$45.00	$2,340
Twenty and thereafter (20+)	$52.50	$2,730

This benefit will be calculated on a twelve (12) month period from the first (1st) week of November to the first (1st) week of November. Employees who separate prior to November, shall be paid on a pro-rata basis for the year. The longevity rate will be figured as part of the base for overtime purposes.

ARTICLE 14. HOURS

14.1 Hours. All bargaining unit employees, with the exception of those assigned to any specialty positions, including but not limited to, detectives, community policing, assignments pursuant to grant applications and light or alternative duty pursuant to RSA 281-A (the New Hampshire Workers' Compensation Statute) shall work a schedule of rotating days off with 12 hour shifts on all days worked except a scheduled short day, which shall be divided into 8 hour shifts. Said schedule shall average 40 hours per week. The use of part-time and/or special officers to cover shifts shall be allowed in conformance with this agreement. No employee shall be eligible for overtime for hours worked within this schedule. In the event of any change of state or federal law, including judicial decisions, which render the above schedule illegal or which cause overtime payments to be made should such schedule be followed, then the Chief of Police may, in his sole discretion, immediately institute such scheduling changes as he may deem appropriate to avoid the expense of overtime payments. Further, the Chief of Police may, after discussion with the Union, revise, amend or otherwise change the agreed upon schedule for purposes of effecting economies within the department. In such event either party may cause the reopening of negotiations in reference to the schedule but such reopening shall be limited to that issue.

14.2 Shift Swap. Each employee of the bargaining unit will be allowed to exchange work time, so called "swap a shift" with pay, for a day in which he/she is able to secure another employee to work on his/her assigned hours of work. This leave may be granted provided:

a. Such swaps or exchanges are made only after written approval by the Chief of Police or his/her designee.
b. Such swap shall be completed, i.e. pay back of swapped time occur, within thirty (30) days.
c. Such swaps shall not impose any additional cost on the Town with regard to payment of additional salaries and wages or in any other form of compensation.

A limit of the number of swaps may be established by the Police Chief or his designee in cases of abuse or excess use of this privilege.

ARTICLE 15. OVERTIME

15.1 Overtime shall be paid for actual time worked in accordance with the FLSA, except as

specifically noted herein.

15.2 Call Back Pay. Call back overtime for scheduled events, excluding court overtime, shall be for a minimum of two (2) hours, provided that any officers working overtime in a time frame contiguous to a regular duty shift shall be paid only for time worked in excess of the regular duty schedule.

Call back pay for unscheduled events shall be for a minimum of three (3) hours, provided that any officers working overtime in a time frame contiguous to a regular duty shift shall be paid only for time worked in excess of the regular duty schedule.

15.3 Overtime Distribution. Overtime shall be distributed on an equitable basis to all regular, full time officers below the rank of sergeant and all special and/or part-time officers below the rank of sergeant. A rotational list shall be established to ensure that overtime is equitably distributed. The list shall be established in the order of seniority with the Chief of Police having the discretion to place current part-time or special officers within the rotational list at any location at his discretion. Future full time officers shall be placed in the list so that they shall be the last to receive upcoming assignments as of the date, which they are placed in the list. The Chief of Police shall retain full discretion to place future part-time and/or special officers within the rotation at his discretion. Any officer who refuses an offer of overtime, who cannot be reached to confirm acceptance of overtime or who is ineligible under current operating procedures and regulations of the Department due to restrictions on the amount of hours an employee may work in any given 24-hour period shall have the rotational list credited with the time as if he or she had worked the overtime.

The Chief of Police shall maintain the right to keep shifts open to avoid the necessity of overtime payments. Additionally, the Chief of Police shall reserve the right to occasionally adjust shifts to avoid the necessity of utilizing overtime payments but shall make reasonable efforts to avoid a regular practice of such adjusted shifts. In the event that no bargaining unit employee is willing to accept overtime on the above terms and conditions, the Chief of Police reserves the right to assign mandatory overtime.

15.4 Court Overtime. Court overtime shall be subject to all provisions in this article with the exception that the minimum court overtime payment shall be for a period of three (3) hours. All payments for any period of time in excess of three (3) hours shall be for time actually worked by the employee, including court waiting time, and shall be at the overtime rate. All witness fees and mileage reimbursement received by any bargaining unit member shall be delivered to, and become the property of, the employer.

Should such appearance be cancelled and the employee is not notified of said cancellation prior to 0800 hours, then the employee shall still receive the stated three (3) hours pay. The commencement of the calculation of time spent at court shall begin at the appointed time for the specific court proceeding or when officer arrives, whichever is later.

This article shall only apply to criminal matters arising from an employee's official functions as a Police Officer with the Town of Goffstown, being prosecuted by the Goffstown Police Department, the Office of the Hillsborough County Attorney, other New Hampshire law

enforcement agencies, The New Hampshire Attorney General's Office, licensing administrative hearings and to administrative hearings of civil matters arising from the officer's role in criminal or civil matters as a police officer in the Town of Goffstown.

This section shall not apply to an officer participating in union matters or adversarial proceedings against the Town of Goffstown.

ARTICLE 16. COMPENSATORY TIME

16.1 All members of the bargaining unit shall be allowed to accumulate up to a maximum of 48 hours of compensatory time within a calendar year, as opposed to receiving overtime pay, at the employee's option. Compensatory time will be credited to the employee at time and one-half the employees' regular rate, subject to the approval of the Chief of Police or his/her designee. Notification by the employee of an intention to use compensatory time shall be no more than fifteen (15) days and no less than five (5) days. The employee shall always retain the right to receive financial compensation as opposed to the use of compensatory time. All compensatory time shall be utilized within the same calendar year in which it is earned. No accumulation from compensatory time shall carry forward from one year to a future year. Any accumulated compensatory time, not to exceed 36 hours, shall be paid to the employee at the same pay rate at the time accrued by the town in the final paycheck of any given calendar year.

ARTICLE 17. ANNUAL LEAVE

17.1 Annual Leave. Annual leave shall be accrued in hours each year to be used in the following year. On the first January 1, following the date of hire, new hires will receive a day of vacation (1/5 of an average work week) for each month worked the preceding year up to ten (10) days and no less than five (5) days to be taken in the following year.

Upon completion of the employee's first calendar year, the employee shall be credited with annual leave for each successive January 1, for the then current year as follows:

Employment Period	Leave
After 1 full year	Two (2) normal work weeks
After 7 full years	Three (3) normal work weeks
After 15 full years	Four (4) normal work weeks

Vacation time not used may not be carried forward from one year to the next, excepting when upon application by an employee, the Chief of Police or his designee, and Board of Selectmen shall have granted an exception to this section. Unless approved by the Chief of Police, at least the equivalent of one work week's worth of vacation time shall be taken in consecutive days to provide the employee with a period of time of no less than 7 consecutive days without reporting for work. Any vacation time to be taken in excess of ten (10) work days at any one time in any one (1) calendar year for bargaining unit employees shall be taken at the discretion of the Chief of Police. A request for all leaves must be submitted a minimum of thirty (30) days in advance. However, a request for vacation leaves of 24 hours or less may be submitted within fifteen (15) days of the proposed date of the vacation, as

long as vacation does not conflict with scheduled court appearances. All vacation requests shall be submitted no later than November 1st of any given calendar year. The scheduling of vacations shall be subject to existing, published, operating procedures relative to court appearances. The specific scheduling of annual leave shall be at the discretion of the Chief of Police.

Employees who quit without giving ten (10) days written notice, or employees who are discharged for just cause, shall forfeit their vacation pay.

ARTICLE 18. PERSONAL DAYS

18.1 Each employee who uses no sick leave days in a six (6) month period shall be awarded one (1) personal day. Therefore, a maximum of 2 personal days per year may be earned under this section if employee has perfect attendance for the year.

18.2 One (1) personal day per year shall be allowed as a personal day. "Personal Day" shall be defined as an absence during working hours for the purpose of attending to personal and family matters.

ARTICLE 19. OUTSIDE DETAILS

19.1 Outside details shall be offered to all qualified full time employees of the Department and distributed on an equitable rotational basis. A rotational list shall be established to ensure that outside details are so distributed. The list shall be established in order of seniority with the Chief of Police having the discretion to place current part-time or special officers within the rotation list at any location. Future full time officers shall be placed in the list so that they shall be the last to receive upcoming special detail assignments as of the date, which they are placed. The Chief of Police shall retain full discretion to place future part-time and/or special officers within the rotation. In the event that no such employee is desirous of working a particular special detail, the Department may require any qualified employee to work same.

Upon the occasion of unusual events which in the opinion of the Chief of Police require the utilization of a particular officer due to his knowledge, training, experience or background then the Chief of Police shall have the right to appoint any such officer as the head of a special occasion detail without reference to the above policies.

ARTICLE 20. RESIDENCY

20.1 All employees covered by this Agreement shall reside within a ten (10) mile radius of the current location of the Goffstown Police Station. The Chief of Police may, in his sole discretion, grant up to six exemptions from the provisions of this section to the employees covered by this Agreement.

ARTICLE 21. SICK LEAVE

21.1 Sick leave credit shall accrue, in hours, each month. Upon completion of each full month,

employees shall be credited with 10 hours of sick leave credit.

21.2 Unused sick leave credit may be accumulated up to a maximum of 240 hours. Sick leave time used shall not be counted as service time for the accumulation of sick leave credit.

21.3 Employees who are initially employed in a temporary status, and who are subsequently appointed to a permanent status, without a break in service, shall be allowed credit for the time served in the temporary status towards accrual of sick leave benefits.

21.4 Sick Leave Documentation. Sick leave shall be allowed only in the case of necessity and actual sickness or disability of the employee, or to meet dental or doctor appointments or other sickness prevention measures for the employee. Sick leave, at the discretion of the Chief of Police, may be granted for an instance of illness of a member of the employee's immediate family. To receive compensation while absent on sick leave, the employees shall notify the supervisor on duty no less than 1 hour prior to the time set for the beginning of his/her shift. A doctor's certificate may be required for absence due to illness in excess of three days or at the discretion of the Chief of Police. If the Chief of Police has a reasonable basis to believe or suspect an employee has abused sick leave privileges, then he may require a doctor's certificate for an illness of less than three days. A doctor's certificate may be required at any time by the Board of Selectmen, the Chief of Police or his designee. Abuse of sick leave privilege may be cause for dismissal. Sick leave shall be recorded regularly in the personnel records. The Chief of Police or his designee shall review all sick leave records periodically and shall investigate any causes, which indicate abusive privilege.

21.5 Sick Leave Buy Back. Upon the retirement of any employee covered by this agreement or at his or her termination of employment under circumstances which are not caused by the employee, he/she shall be entitled to payment from the Town in an amount equal to 50% of the value of his or her unused sick leave credits.

21.6 Sick Leave Overpayments. At no time shall an employee earn more than their regular weekly wages when out of work due to disability. When an employee is out of work, and awaiting and/or receiving disability payments from workers compensation or disability insurance, he/she is entitled to access only the amount of sick leave needed to complement his/her disability payment to achieve his/her regular weekly wages. Any sick leave overpayment made to employee while awaiting a disability eligibility determination shall be reimbursed by employee with their retroactive disability check.

ARTICLE 22. SICK BANK

22.1 Sick Bank. Effective each January 1st, employees who have accumulated their thirty (30) days maximum sick leave credit may deposit further sick leave credits at the rate of two (2) days per year into a sick leave bank. This deposit must be made in writing, and will only be credited after the sick leave is earned. An employee is eligible to use all or part of the bank for an illness when an absence due to sickness exceeds their regular accumulated sick leave. Only those employees contributing to the bank will be eligible to withdraw days from the bank.

When the employee has reached thirty (30) days of sick time and has chosen in writing to deposit time in the sick bank for the new calendar year, he will be allowed to use up to fifteen (15) days (as defined) of sick time in each calendar year without losing his eligibility in the sick bank for the following year. When an employee who is in the bank will not have 30 days as of the following January 1 for that coverage, the employee must receive permission from the Selectmen based upon the unique circumstances of that employee in order to remain in the Sick Bank.

The Sick Bank will provide the difference between an Employee's regular wages and the amount provided by the employee's short term disability plan for 6 months. After the short term plan has run out the sick bank will pay the difference between the long term disability plan and the employee's regular wages.

The Sick Bank's payments will continue until the employee has been placed on long term disability by the Social Security Office or the Sick Bank's accumulated days have run out.

ARTICLE 23. JURY DUTY

23.1 An employee called as a juror will be paid the difference between the fee received for such service and the amount of straight time earnings lost by reason of such service. In no case shall the amount exceed a regularly scheduled day at straight time. Satisfactory evidence of such service must be submitted to the employee's immediate supervisor. Employees who are called to jury duty and are excused from jury duty for a day(s) shall report to their regular work assignment after being excused.

ARTICLE 24. MILITARY LEAVE

24.1 Where it is required that an employee fulfill a military obligation, the Town agrees to pay the difference between the employee's regular pay and the amount received from the military (straight time).

ARTICLE 25. EMERGENCY/BEREAVEMENT LEAVE

25.1 Emergency leave may be granted by the appointing authority or designee without loss of pay for emergency purposes, which shall include: critical illness or death in the immediate family; if an employee is subpoenaed to appear before a court and such other situations considered meritorious by the appointing authority or designee who shall certify allowance or disallowance of the emergency leave sought. Emergency leave shall be supplementary to and not in restriction of, sick leave annual leave as herein provided. For the purposes of this section, immediate family shall be defined as being a spouse, and children of the employee, children of the spouse, grandmother, grandfather, mother, father, sister and brother of either the employee or the employee's spouse, or others at the discretion of the appointing authority or designee.

Where an employee is subpoenaed to appear in court, the Town agrees to pay the difference between the employee's regular pay and the amount received from the court. This provision shall not be construed to prevent the payment of wages at the overtime rate in accordance

with Article 15 of this contract.

ARTICLE 26. LEGAL HOLIDAYS

26.1 The following days only shall be recognized and observed by the Police Department as paid holidays:

New Year's Day	Columbus Day
Washington's Birthday	Veteran's Day
Memorial Day	Independence Day
Thanksgiving Day	Christmas Day
Labor Day	Floating Holiday

Each employee will receive one floating holiday per year which shall be defined as a day that can be taken at any time, as long as it is mutually agreed upon between the employee and the Chief of Police or his/her designee. Any employee that does not take the annual floating holiday during the calendar year shall receive pay for that holiday in conformance with the terms of this article relating to holidays actually worked.

When a holiday falls on a Sunday, the following Monday only shall be declared a holiday and when a holiday falls on a Saturday, the preceding Friday only shall be declared a holiday. In all cases, however, the holiday pay under this provision shall be observed on December 25th for Christmas, and January 1st for New Year's Day, regardless of weekday or weekend.

Employees shall be paid the overtime rate of pay for actual time worked on a holiday plus 1/5 of their normal work week at regular pay, as holiday pay. The Town may pay 1/5 of employee's normal work week at straight time, as holiday pay, in lieu of working the employee or if not scheduled. Holidays are considered holidays not vacation days. Vacations scheduled on holidays shall allow the employer to schedule an additional vacation day or pay 1/5 regular work week at straight time.

If any employee is working an overtime shift on Christmas or Thanksgiving, they shall be paid 40 hours of straight time, plus 1/5 of employee's normal work week at straight time, as holiday pay, and double time rate of pay for actual time worked on Christmas or Thanksgiving. Under this provision, an employee who worked twelve hours as an overtime shift on Christmas or Thanksgiving would receive 48 hours of straight pay and an additional 12 hours of pay at the double time rate.

Any employee shall forfeit the right to payment for any holiday if there is an inexcusable absence on the last regular work day preceding such holiday or on the next regular work day following such holiday.

An employee on leave of absence for any reason other than vacation, military service or jury duty shall not be paid for a holiday, which occurs while the employee is on such leave.

ARTICLE 27. INSURANCE

27.1 On the first day of the month that begins following thirty days of service, any member of the bargaining unit shall be eligible for participation in the Town's cafeteria insurance and savings benefit plan. This plan will provide each employee a dollar amount each month for the purpose of choosing the benefits they require. If the cost of benefits are less than the amount provided by the Town, the balance, less 30% will be put into the employee paycheck weekly. If the benefits cost more than the amount provided by the Town, the cost over the provided amount will be deducted each week from the employee's paycheck.

For calendar year 2006 the following amounts will be available monthly for each bargaining unit employee on their Town of Goffstown health insurance plan:

Single	$510.76
2-Person	$916.34
Family	$1,256.60

Anyone not receiving any health insurance coverage from the Town will be at the 1-person rate. There are three cafeteria rates – 1-person, 2-person and family. Cafeteria rates are calculated and annually adjusted on January 1st as follows:

1 PERSON:	Average of Managed Care Premiums + Dental Premium
2 PERSON:	(Average of Managed Care Premiums + Dental Premium) x 90%
FAMILY:	(Average of Managed Care Premiums + Dental Premium) x 90%

There will be choices from all the benefits now being provided by the Town, which includes:

1. 3 types of health insurance: HMO, PPO, POS & Indemnity
2. 3 levels of dental coverage
3. 457 Retirement
4. Section 125 Flex Benefit

Short-term disability, long-term disability and life insurances will be provided 100% by the employer.

An employee must select at least one health insurance option unless they can demonstrate coverage from another source.

The parties recognize that at the present time it is possible that there may be state or federal initiatives that will significantly affect the delivery of health care services and insurance coverage for same. In the event of such enactments, either party may request the reopening of this portion of the contract for purposes of renegotiating benefits relating to health care coverage. In the event that either party does make such a request of the other, said request shall be granted automatically. In the event of any such request the municipality may, at its option, freeze the monthly allotments at their then current levels until such time as renegotiation is complete, this contract expires, or the issue is otherwise resolved. Further, in the event that either a state or federal enactment requires the funding of health care insurance by the employer, then if necessary to achieve same the entire monthly allotment allocated to any bargaining unit employee may be utilized by the employer to meet the requirements of any such mandate.

ARTICLE 28. SEPARABILITY, EXPENDITURE OF PUBLIC FUNDS AND COMPREHENSIVENESS

28.1 This Agreement represents the entire Agreement between the parties, and no amendment, alteration or variation of the terms of provisions of the Agreement shall bind the parties hereto unless made and executed in writing by such parties. If any provision of this Agreement or any application of the Agreement to any employee or group of employees covered by this Agreement is found contrary to law, then such provision or application will not be deemed valid and subsisting except to the extent permitted by law, provided however, that all other provisions of this Agreement and application thereof shall continue in full force and effect as long as such remaining parts or portions can be reasonably construed without reference to the invalid provisions. The parties agree to meet to negotiate with respect to the specific article, section or portion of this Agreement which has been found to be contrary to law or unenforceable but neither party will be required to make any concessions in order to reach agreement on the article, section or portion of this Agreement in question.

28.2 Any agreement reached which requires the expenditure of public funds for its implementation shall not be binding upon the Selectmen, unless and until the necessary specific appropriations have been made. If such funds are not forthcoming, the Selectmen and the Union shall resume negotiations regarding the matters affected.

28.3 In the event that it is necessary to call a special Town meeting for the review of this contract, the Town and the Union shall divide equally the cost of said meeting, regardless of whether such meeting results in ratification of the contract. Nothing herein shall be construed to bind the Town to call or otherwise request a special Town meeting for the ratification of this Agreement. Any portion of the expense of said Town meeting which would normally be paid by the Union may be made in the form of an in kind contribution of police protection services at such meeting.

ARTICLE 29. FAMILY MEDICAL LEAVE ACT

The Collective Bargaining Agreement follows the Town of Goffstown Personnel Plan related to the Family Medical Leave Act.

ARTICLE 30. ELECTRONIC PAYMENT

30.1 Monetary payment shall be distributed electronically to the employee's choice of banking institution.

ARTICLE 31. DURATION

31.1 The provisions of this Agreement shall be effective upon approval by Town meeting and shall continue and remain in full force and effect through December 31, 2010, unless written notice of desire to cancel or terminate this Agreement is approved by both parties.

31.2 The parties agree to meet on or before 180 days prior to the date in the preceding paragraph

to renegotiate this Agreement. The parties further agree that this provision shall satisfy any notice requirements in respect to such negotiations, which may be required by New Hampshire RSA 273-A.

31.3 The non-economic provisions of this agreement shall continue in force and effect beyond the expiration date until and unless a subsequent agreement is reached or the parties agree to the cancellation of this agreement in its entirety. The economic terms of this agreement shall continue and be extended beyond its termination date, except as provided above, but it is understood and agreed that all economic provisions including wages, benefits and insurance shall remain at the level in effect upon the termination date of this agreement and shall not increase or otherwise be modified without further subsequent agreement by and between the parties except in the event of the cancellation of this agreement in its entirety in which case all members of the bargaining unit shall be subject to the personnel plan of the Town of Goffstown.

IN WITNESS WHEREOF, the parties have hereunto executed this

Agreement this 12 day of December, 2005.

Gossett McRae, Chairman

Keith Chauvette, President

Bruce Hunter, Vice-Chairman

Philip D'Avanza

Barbara Griffin

Robert Wheeler

APPENDIX A - Pay Table

7/1/2005	A	B	C	D	E	F	G	H	I	J
Patrol 1	15.79	16.43	17.08	17.77	18.48	19.22	19.99	20.78	21.62	22.48
Patrol 2	16.43	17.08	17.77	18.48	19.22	19.99	20.78	21.62	22.48	23.38
Patrol 3	17.08	17.77	18.48	19.22	19.99	20.78	21.62	22.48	23.38	24.32

4%-4%-3%-3%-4% ANNUAL ADJUSTMENT INCLUDED IN MATRIX

7/1/2006*	[redacted]	A	B	C	D	E	F	G	H	I
Patrol 1		17.09	17.76	18.48	19.22	19.99	20.79	21.61	22.48	23.38
Patrol 2		17.76	18.48	19.22	19.99	20.79	21.61	22.48	23.38	24.32
Patrol 3		18.48	19.22	19.99	20.79	21.61	22.48	23.38	24.32	25.29

*Due to the re-lettering of the steps and the elimination of the first step, members' eligible for a Step increase will not change Step letter and those currently at Step J will be a Step I on 7/1/06.

7/1/2007	[redacted]	A	B	C	D	E	F	G	H	I
Patrol 1		17.77	18.47	19.22	19.99	20.79	21.62	22.48	23.38	24.31
Patrol 2		18.47	19.22	19.99	20.79	21.62	22.48	23.38	24.31	25.29
Patrol 3		19.22	19.99	20.79	21.62	22.48	23.38	24.31	25.29	26.30

7/1/2008	[redacted]	A	B	C	D	E	F	G	H	I
Patrol 1		18.30	19.03	19.80	20.59	21.41	22.27	23.15	24.09	25.04
Patrol 2		19.03	19.80	20.59	21.41	22.27	23.15	24.09	25.04	26.05
Patrol 3		19.80	20.59	21.41	22.27	23.15	24.09	25.04	26.05	27.09

7/1/2009	[redacted]	A	B	C	D	E	F	G	H	I
Patrol 1		18.85	19.60	20.39	21.21	22.05	22.94	23.84	24.81	25.80
Patrol 2		19.60	20.39	21.21	22.05	22.94	23.84	24.81	25.80	26.83
Patrol 3		20.39	21.21	22.05	22.94	23.84	24.81	25.80	26.83	27.91

7/1/2010	[redacted]	A	B	C	D	E	F	G	H	I
Patrol 1		19.61	20.38	21.21	22.05	22.94	23.86	24.80	25.80	26.83
Patrol 2		20.38	21.21	22.05	22.94	23.86	24.80	25.80	26.83	27.90
Patrol 3		21.21	22.05	22.94	23.86	24.80	25.80	26.83	27.90	29.02

APPENDIX B – Three Year Training Agreement

This AGREEMENT is entered into this _____ day of _____ 20__, by and between _____(hereinafter referred to as "CANDIDATE") and the Town of Goffstown, a municipal corporation in the County of Hillsborough, State of New Hampshire (hereinafter referred to as "TOWN").

WHEREAS the CANDIDATE has applied for the position of police officer, and will start said employment on _____.

WHEREAS, the TOWN has accepted the CANDIDATE'S application and will invest time and money in the training of the CANDIDATE as a police officer and expects to receive in return the services of a fully trained professional and ethical police officer:

NOW THEREFORE, the CANDIDATE and the TOWN do hereby mutually covenant and agree that:

1) The CANDIDATE agrees to undertake the Goffstown Police Department's in-service training and training at the New Hampshire Police Standards & Training Facility commencing on the first day of employment. He/She agrees to serve as a probationary police officer, and subsequently as a police officer in any duty assigned by the police department. The CANDIDATE further agrees to devote full time to the training and subsequent services to perform all assignments in a satisfactory, professional and ethical manner.

2) The TOWN agrees to provide the law enforcement training specified above, and to pay the candidate a wage during and subsequent to training as specified in the Town of Goffstown's Personnel Plan, and the Collective Bargaining Agreement between the TOWN and the Police Patrolman's Union.

3) Because many costs involved in training are difficult to allocate with exactitude, and damage for breach of this AGREEMENT are, likewise difficult to assess, the CANDIDATE agrees to pay the TOWN the sum of $15,000.00, not as a penalty, but as agreed upon liquidation damages, in the event that he or she terminates his or her employment with the TOWN during training, or within the first thirty-six (36) months subsequent to taking the oath of office.

4) No liquidation damages will be payable in the event that the CANDIDATE fails to satisfactorily complete, or is dismissed during the basic training camp, or in the event that he/she is required to terminate his/her employment due to a disabling illness or injury. The CANDIDATE further agrees that if he/she voluntarily leaves the employment of the TOWN to enter a law enforcement or law enforcement related position, either public or private, or any other employment directly related to the training provided by the TOWN, where the CANDIDATE'S employability of value has been enhanced, the CANDIDATE understands that he/she is obligated to reimburse the TOWN, in full, a prorated portion of the expenses of training provided based on the number of months of the employment obligation above that has not been completed. The rate of compensation is set forth fully in paragraph 6 of this AGREEMENT.

This section will apply in any situation where the candidate voluntarily leaves the employment of the TOWN to enter temporary private employment or full time employment that is not law enforcement, or law enforcement related and then re-enters another full or part-time law enforcement or related position within the applicable time period specified above.

5) The exceptions in paragraph 4 shall not apply in the event that there is substantial evidence that the candidate has been dismissed as a result of misrepresenting his/her basic qualifications for employment, or has caused his or her dismissal, failure, illness or injury in an attempt to avoid paying liquidation damages under the terms of this AGREEMENT.

6) Damages will be prorated according to the amount of training completed in the event liquidation damages become payable before the completion of training by the CANDIDATE.
Once training is completed, if the candidate voluntarily leaves the employment of the TOWN for any law enforcement or law enforcement related position, or position where his/her employability has been enhanced by the training provided and paid for by the TOWN, the CANDIDATE will be responsible for reimbursing the TOWN a prorated portion of the training expenses based on the number of months of the employment obligation specified above that have not been completed, and hereby authorizes an appropriate deduction from any final wages to reimburse the obligation to the extent possible. The CANDIDATE further understands that the full amount of this agreement will be fulfilled at a rate of _____ per month.

7) In the event the CANDIDATE is called to active military duty, has his/her probationary period extended, or is granted a leave of absence during the period covered by this AGREEMENT, the period of the AGREEMENT shall be extended accordingly.

8) The CANDIDATE states that he/she meets the basic qualifications for employment as outlined below:
   a) Be at least 21 years of age;
   b) Vision correctable to 20/20 and not below borderline color blindness;
   c) Good moral character;
   d) Good physical condition;
   e) G.E.D. or High School Diploma;
   f) United State Citizenship;
   g) No felony or disqualifying misdemeanor convictions;
   h) Valid New Hampshire Driver's License or ability to obtain one.

   CANDIDATE also states that the information placed upon his/her formal application, and personal history is accurate and complete to the best of his/her knowledge and belief. He/She also recognizes that any breach of this AGREEMENT will be reported to future employers making inquiry.

9) The AGREEMENT shall be effective at _____ on _____ CANDIDATE's second day of employment by the Goffstown Police Department, and shall remain in full force and effect for thirty-six (36) months, unless extended as provided in paragraph 7 above.

The CANDIDATE further agrees to pay all costs including reasonable attorneys fees incurred by the TOWN, should legal action become necessary to recover training expenses associated with this agreement.

This document embodies the whole agreement between the parties hereto, and there are no inducements, promises, terms, conditions or obligations made or entered into by the TOWN other than contained herein.

The foregoing provisions are understood and agree to by the undersigned. In witness whereof the parties have executed this AGREEMENT at Goffstown, NH.

_____ _____

CANDIDATE DATE

TOWN OF GOFFSTOWN, NH
BY:

_____ _____

SIGNATURE & TITLE DATE

APPENDIX C - Evaluation Form

GOFFSTOWN POLICE DEPARTMENT

PERFORMANCE EVALUATION FORM

Evaluation Period _____ to _____ Years of Service _____

Employee Name _____

Assignment _____ Time in Assignment _____

PURPOSE OF EVALUATION: To take a personal inventory, to identify strengths and weaknesses and to outline and agree upon a practical improvement program. This form shall be used biannually for all personnel of a sworn status, both supervisory and non-supervisory.

KEY: 1 = Not Satisfactory 2 = Some Improvement Needed 5 = Does Not Apply
3 = Meets Standards 4 = Exceeds Standards

FACTORS TO BE EVALUATED:

1.	Work Attendance	1	2	3	4	5	JOB STRENGTHS:
2.	Grooming and Dress	1	2	3	4	5	
3.	Care of Equipment	1	2	3	4	5	
4.	Public Relations/CPO	1	2	3	4	5	
5.	Conduct	1	2	3	4	5	
6.	Dependability	1	2	3	4	5	
7.	Cooperation:						
	Supervisors	1	2	3	4	5	
	Peers	1	2	3	4	5	
8.	Compliance with Rules/SOPs	1	2	3	4	5	
9.	Attitude	1	2	3	4	5	
10.	Initiative/Motivation	1	2	3	4	5	
11.	Productivity	1	2	3	4	5	
12.	Leadership	1	2	3	4	5	
13.	Skills: Reports	1	2	3	4	5	JOB WEAKNESSES:
	Pending/Investigation	1	2	3	4	5	
	In Station Handling of Prisoners	1	2	3	4	5	
	Work Performance	1	2	3	4	5	
14.	Ability to Develop in Occupation	1	2	3	4	5	
15.	Use of Proper Caution	1	2	3	4	5	
16.	Knowledge of Job	1	2	3	4	5	
SUPERVISORY FACTORS:							
17.	Organizing Ability	1	2	3	4	5	
18.	Training and Instructing	1	2	3	4	5	
19.	Effectiveness	1	2	3	4	5	
20.	Evaluating Subordinates	1	2	3	4	5	
21.	Practical Judgements	1	2	3	4	5	
22.	Supervisory Control/						
	Non-Emergency Situations	1	2	3	4	5	
23.	Employee Recognition & Development	1	2	3	4	5	
24.	Expression	1	2	3	4	5	
25.	Loyalty	1	2	3	4	5	
26.	Approachability	1	2	3	4	5	
27.	Fairness & Impartiality	1	2	3	4	5	

COMMENTS OF RATER: General comments as to the employee's performance during the evaluation period should be made in this space. Comments are required in areas where the rater marked the employee is a probationary employee. Permanent status must be addressed.

PLANNED IMPROVEMENTS FOR THE FOLLOWING EVALUATION PERIOD: The rater must outline the areas in which he wishes the employee to improve, and with the employee. He must develop a plan, which the employee will use as a guide for improvement.

EMPLOYEE COMMENTS:

Employee's Signature: _____
I certify that this report has been discussed with me. I understand that my signature does not necessarily indicate agreement. ☐ I wish to discuss this report with the reviewer.

Rater's Signature: _____
I certify this report represents my best judgement. (If the person evaluated is a probationary employee) I ☐ do ☐ do not recommend this employee be granted permanent status. I recommend that this Probationary Officer's probation be extended ☐ for the reason indicated above.

I request that this evaluation be reviewed by the Training Officer ☐ .

Reviewed and Approved by: _____ Date: _____

GPD 11/00

APPENDIX D

EDUCATIONAL TUITION AGREEMENT

1. WHEREAS, I desire to continue my education and participate in the Town of Goffstown's Tuition Reimbursement Program, I hereby enter into this Agreement dated this _____ day of _____, 20____ by and through the Town of Goffstown, NH (hereinafter referred to as the "Town") and, _____, (hereinafter referred to as the "Recipient").

2. ☐ It is my intent to enroll in the following course(s) as a non-matriculated student:
   College/University: _____
   Course (number, title, credits): _____
   Start Date: _____ Completion Date: _____

   OR

   ☐ It is my intent to enroll in the following program as a matriculated student:
   College/University: _____
   Degree: ☐ Associate Major: _____ Credits: _____
   ☐ Bachelor Major: _____ Credits: _____
   ☐ Masters Major: _____ Credits: _____
   ☐ Doctorate Major: _____ Credits: _____
   Start Date: _____ Completion Date: _____

3. The Town and the Recipient do hereby mutually agree as follows:

   a. The Town shall reimburse the Recipient 50% of tuition and book fees upon completion of each approved course.

   b. The Recipient shall complete and achieve a passing grade in each course listed on this form or a grade otherwise indicated in the Recipient's union contract, if applicable.

   c. Should the Recipient fail to complete and achieve a passing grade, in the course(s) listed on this form, the Recipient shall not be eligible for the reimbursement set forth in Section 1, provided, however, that if more than one course is named, the reimbursement amount paid by the Town shall be calculated on a pro-rata basis.

   d. Upon satisfactory completion of the course listed on this form, non-matriculated Recipient shall continue in the employ of the Town for a minimum period of 1 year from the date of completion of last course.

   e. Upon satisfactory completion of the degree program, the matriculated recipient shall continue in the employ of the Town as follows: Associate Degree 1 year; Bachelors Degree 2 years; Masters Degree/Doctorate Degree 3 years. If recipient separates from employment prior to serving the term required, then the term will be pro-rated starting from the date the degree was conferred.

f. Should the matriculated recipient not complete the degree, then the percentage of program completion will be applied to term of employment as stated above with a minimum one year commitment. For example, if matriculated recipient completed 50% of a Masters Degree, then recipient is expected to continue in the town's employ for 1.5 year from the completion of the last class.

g. Should the Recipient breach any of the conditions set forth in this agreement, the Recipient shall pay to the Town a sum equal to all monies previously paid by the Town for the Recipient pursuant to this Agreement, provided, however, that the Recipient shall receive credit for each month in which he/she is employed by the Town subsequent to the date upon which the named course(s) are satisfactorily completed, the value of said credit to be calculated on a pro-rata basis.

h. The Recipient shall not raise any set off or counterclaim against the Town in any action brought by the Town to collect any amount due under this Agreement.

i. Should any amount be found due the Town in any action brought against the Recipient pursuant to this Agreement, the Town shall, in addition to said amount, be entitled to an award of costs and a reasonable amount in attorneys' fees.

j. Repayment is due in full, at employee's option, at the time of separation, unless a financing program as outlined in Article 6.6 is effectuated by a Promissory Note.

IN WITNESS WHEREOF the representatives of the Town, in her/her official capacity only, and without personal liability, and the Recipient, have hereunto set their hand on the date first above written.

RECIPIENT

_____

THE TOWN OF GOFFSTOWN, NH

BY: _____

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

On this the _____ day of _____, 20 ___, before me,
_____, the undersigned officer, personally appeared,
_____, known to me (or satisfactorily proven) to be the person whose name is subscribed to with within the instrument and acknowledged that he/she executed the same for purposes herein contained.

In witness whereof I hereunto set my hand and official seal.

_____
Notary Public/Justice of the Peace
My commission expires:_____

APPENDIX E: PROMISSORY NOTE

_____
name

to
Town of Goffstown.

FOR VALUE RECEIVED, (name) _____, of (address) _____, New Hampshire, promises to pay, upon demand, to the Town of Goffstown, 16 Main Street, Goffstown, New Hampshire 03045, the principal sum of $ _____, in accordance with the terms herein.

The maker shall make monthly payments in the amount of $_____, said payments due on the 1st of each month commencing _____, until the entire amount of principal and interest is paid.

Any payment received after the 10th of the month shall be subject to a ten dollar ($10.00) late penalty which shall further apply for each additional period of 30 days that the payment remains unpaid.

Upon default of any term, the entire unpaid principal and balance shall be due and payable to the holders hereof.

All parties, whether makers, accommodation parties, or otherwise, hereby waive demand, notice and protest and assent to an extension or postponement of the time of payment or other indulgence. In the event of insolvency or bankruptcy of the maker hereof, this note shall, at the option of the holder, become due and payable forthwith.

If this notice is subject to collection litigation, attorney's fees may be awarded pursuant to New Hampshire RSA 361-C.

I HEREUNTO SET MY HAND this _____ day of _____, 20__.

_____

STATE OF NEW HAMPSHIRE
COUNTY OF_____

On this the ___ day of_____, 20__, personally appeared the above named _____, known to me to be the person whose name is subscribed to the within instrument, and acknowledged that he/she has executed the same for the purposes therein contained.

Before me,

_____
Notary Public
My commission expires:_____

Index

ANNUAL LEAVE 14
COMPENSATION 10
COMPENSATORY TIME 14
DISCIPLINARY PROCEDURES, SEPARATIONS AND DEMOTIONS 6
DISCRIMINATION 5
DURATION 20
EDUCATION/TRAINING PROGRAM 4
EDUCATIONAL TUITION AGREEMENT 28
ELECTRONIC PAYMENT 20
EMERGENCY/BEREAVEMENT LEAVE 17
FAMILY MEDICAL LEAVE ACT 20
GRIEVANCE PROCEDURE 8
HOURS 12
IMPEDANCE WITH TOWN OPERATIONS PROHIBITED 5
INCENTIVES 11
INSURANCE 18
JURY DUTY 17
LEGAL HOLIDAYS 18
MANAGEMENT RIGHTS 1
MILITARY LEAVE 17
OUTSIDE DETAILS 15
OVERTIME 12
PAY SCALE 22
PERSONAL DAYS 15
PREAMBLE 1
PROBATIONAL PERIOD 3
PROMISSORY NOTE 30
RECOGNITION 2
RESIDENCY 15
SEPARABILITY, EXPENDITURE OF PUBLIC FUNDS AND COMPREHENSIVENESS 19

SHIFT SWAP 12
SICK BANK 16
SICK LEAVE 15
TRAINING AGREEMENT 3
UNION ACTIVITY 5
WORKER'S COMPENSATION 10