AGREEMENT BETWEEN THE

TOWN OF LITCHFIELD, NEW HAMPSHIRE

AND

THE LITCHFIELD POLICE DEPARTMENT

OF THE

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

EFFECTIVE April 1, 2011

INDEX

ARTICLE	TITLE	PAGE
1	AGREEMENT	3
2	PURPOSE	3
3	RECOGNITION	3
4	DEFINITIONS	3
5	NON-DISCRIMINATION	3
6	UNION BUSINESS	3
7	MANAGEMENT RIGHTS	4
8	STRIKES AND LOCKOUTS	5
9	CONSULTATION	5
10	PROBATION PERIOD AND SENIORITY	5
11	PROMOTION TO SERGEANT	6
12	HOURS OF WORK AND OVERTIME	7
13	OUTSIDE WORK DETAILS	8
14	SALARIES	9
15	HOLIDAYS AND PERSONAL LEAVE	11
16	SICK LEAVE	12
17	VACATIONS	14
18	EARNED TIME	15
19	WITNESS, JURY DUTY, MILITARY LEAVE	18
20	BEREAVEMENT LEAVE	18
21	WORKERS COMPENSATION	18
22	LEAVE OF ABSENCE	19
23	MEDICAL AND DENTAL INSURANCE	20
24	DISABILITY INSURANCE	21
25	LIFE INSURANCE	21
26	INDEMNITY	21
27	UNIFORMS	22
28	RETIREMENT	22
29	DISCIPLINE & TERMINATION FOR CAUSE	23
30	GRIEVANCE PROCEDURE	23
31	SAFETY COMMITTEE	25
32	PERSONNEL FILES	26
33	DUES DEDUCTION	26
34	EQUIPMENT	26
35	SEPARABILITY	26
36	EFFECT OF AGREEMENT	26
37	DURATION	27

ARTICLE 1
AGREEMENT

AGREEMENT made and entered into between the Town of Litchfield, New Hampshire (hereinafter "Town"), and the American Federation of State, County, and Municipal Employees, Council 93, Chapter 3657 (hereinafter "Union") on this _____ day of _____, 2011.

ARTICLE 2
PURPOSE

The purpose of this Agreement is to set forth the agreements reached between the Town and the Union with respect to wages, hours and other terms and conditions of employment for employees in the bargaining unit described in Article 3.

ARTICLE 3
RECOGNITION

1. The Town recognizes the Union as the exclusive bargaining agent for the following full-time and part-time members of the Town's Police Department: Patrol Officers, Clerks, Secretary/Dispatchers, Detectives, Corporals and Sergeants.

2. Excluded from recognition or coverage under this Agreement is the Chief of Police, Lieutenants, Animal Control Officer and Chief's Administrative Assistant.

ARTICLE 4
DEFINITIONS

Employees, as hereinafter used, refer to members of the unit. Regular part time employees shall mean employees working 21 or more hours per week.

ARTICLE 5
NON-DISCRIMINATION

The Town and the Union agree not to discriminate against a member of the unit because of race, creed, color, sex, age, religion, national origin or membership or non-membership in the Union.

ARTICLE 6
UNION BUSINESS

1. The Union officers and representatives shall be the Chairman, the Steward and an alternate who shall be permitted to assume the duties of the Chairman or Steward in his or her absence.

2. The Union shall advise the Town of the names of the employees holding Union Offices.

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 designee and the amount of time in which officers are engaged in such activity is reasonable.

4. Every effort will be made to schedule negotiating sessions at a time which does not conflict with the schedule duty of employees who are members of the Union collective bargaining team. In the event that employees, not to exceed two (2) in number, who are members of the Union's negotiating team are scheduled for duty at a time during which a collective bargaining meeting will be held, said employees will be permitted to participate in negotiations without loss of pay.

5. The Town agrees that the Union may maintain a bulletin board within the squad room of the Police Department, for the purpose of posting Union meetings, notices, and information.

ARTICLE 7
MANAGEMENT RIGHTS

1. The Parties agree that all rights and responsibilities of the Town which have not been specifically provided for in this Agreement are retained in the sole discretion of the Town whose right to determine and structure the goals, purposes, function, and policies of the Town without prior negotiations with the Union and without being subject to the grievance and arbitration procedures of this Agreement shall include but not be limited to the following: a) the right to direct employees, to determine the qualifications, promotional criteria, hiring criteria, standards for work, and to hire, promote, transfer, assign, retain employees in position; and to suspend, demote, discharge or take other disciplinary actions against an employee for proper and just cause, subject to the other provisions of the Agreement, including grievance and arbitration; b) the right to relieve an employee from duty because of lack of work or other legitimate reasons; c) the right to take such action as in its judgment it deems necessary to maintain the efficiency of the Police Department operations; d) the right to determine the means, methods, budgetary, and financial procedures, and personnel by which the Police Department operations are conducted; e) the right to take such actions as may be necessary to carry out the missions of the Police Department in cases of emergencies; f) the right to make rules, regulations, and policies not inconsistent with the provisions of this Agreement and to require compliance therewith.

2. It shall be the right of the Union, however, to present and process grievances of its members whose wages, working conditions or status of employment changed in violation of the Agreement as a result of Management exercising the above mentioned rights, whenever such grievances exist.

3. The Town may implement an evaluation system with evaluations being conducted at least annually, including the methods and timetables for conducting evaluations, but these evaluations will not be used for disciplinary purposes nor are they considered disciplinary. Nothing in this section shall prevent the Chief of Police or his designee from taking appropriate corrective action for unsatisfactory performance.

4. The Town may implement a random drug testing program for all unit employees. Such a plan will be administered by a neutral third party and all results will be reported to the Chief of Police. If such testing requires additional follow-up, prevailing Department Policy will be followed. *Policy attached as Appendix A*

5. Following a critical incident involving a motor vehicle accident or a shooting, the Employee will undergo drug and/or alcohol testing as soon as operationally feasible following the incident. The Town will be responsible for any costs associated with such testing.

6. The Union acknowledges that the Town and the Police Department maintain a "zero tolerance" policy regarding the use of illegal drugs and/or prohibited substances. The Chief of Police may require an employee to submit to testing in accordance with the Police Department's Drug Policy if there is found to be a reasonable suspicion for such action. For purposes of this section reasonable suspicion shall be the Chief of Police having a reasonable belief that the employee is using illegal substances based upon all of the facts or circumstances of the case. Failure of an Employee to submit to testing or upon submitting to testing and testing positive for illegal and/or prohibited substances shall be just cause for termination.

ARTICLE 8
STRIKES AND LOCKOUTS

1. Under no circumstances will the Union cause, sponsor or participate in any strike, sit-down, stay-in, stay-out, work slow-down, withholding of services or any curtailment of work or restriction or interference with the operation of the Police Department of Litchfield during the term of this Agreement.

2. The Town agrees that it shall not participate in or be a party to any lock-out as provided under RSA 273-A:5, I (f).

ARTICLE 9
CONSULTATION

1. Representatives of the Union shall meet with the Chief of Police or his designee once a month 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) days before the

scheduled date of the meeting. At the discretion of the Chief of Police or his designee additional matters for discussion may be placed on the agenda. When the Chief adds items to the agenda, he shall give the Union reasonable notice of such additions. Nothing contained herein shall prevent the Chief of Police or his designee and the Union meeting on a less frequent basis upon mutual agreement.

2. Nothing contained herein shall prevent the Union from consulting with the Chief of Police or his designee at any time, if matters or mutual concern arise of an urgent or emergency nature.

ARTICLE 10
PROBATIONARY PERIOD AND SENIORITY

1. Newly hired employees shall be on probation from date of hire until six (6) months after graduation from the Police Academy, but under no circumstances shall the probationary period exceed one (1) year except employees who are hired and are not required to attend the Police Academy shall have a six (6) month probationary period commencing at date of hire. Probationary employees may be removed with or without cause.

2. The Town and the Union recognize seniority in total time with the department and in rank or grade. Department seniority, whenever used in this Agreement shall mean total time with the department commencing with date of hire. Classification seniority, whenever used in this Agreement shall mean time spent in rank or grade commencing with date of appointment or promotion. In the event two or more employees have the same date of hire or entry classification, a coin flip shall determine who is the senior employee.

3. In the event of a reduction in force it is the intent of the parties that the senior employees, regardless of rank, will be retained provided they are capable of performing the duties in question. Accordingly, employees so reduced will be permitted to displace lesser seniority employees in a lower classification provided the senior employee is qualified to perform the duties of the classification. Any employee assuming a lower rank shall assume the lower rank pay.

4. Employees who are discharged and whose discharge is overturned by appropriate authority shall be placed back in the Seniority Rotation as if never discharged.

ARTICLE 11
PROMOTIONS TO SERGEANT

1. Jobs, covered by the Union contract, to be filled through promotion shall be posted for a period of five (5) working days on the Town bulletin board in the area within which the vacancy occurs. Management shall make a determination regarding the filling of such posted position no later than forty-five (45) working days after the close of the posting period.

2. Job posting shall include job specifications, rate of pay, job location, the shift, and also, if the job is regular, a regular rating.

3. Employees who bid on a posted position and who meet the minimum qualifications will be given the opportunity to qualify for the position by virtue of an oral board examination conducted by a panel of law enforcement officers from other New Hampshire departments. A member of the Board of Selectmen or the Town Administrator may attend the oral board examination as an observer.

4. A candidate who fails to achieve a passing score on either the written test or oral board, will not be eligible for final consideration for promotion.

5. The job posting for a promotion shall include a breakdown in areas of scoring in items such as, but not limited to, written tests, oral boards, Chief's interview, assessment center or other testing as may be determined. Scores achieved by candidates in such promotional testing will remain valid for twelve months from the date of testing, should another promotional opportunity occur. The employee may choose to waive the previous score and participate in new testing in its entirety.

ARTICLE 12
HOURS OF WORK AND OVERTIME

1. Normal Work Schedules – Full-time Detectives, Sergeants, Corporals, full-time dispatchers, full-time secretary and full-time patrol officers shall have a normal work week schedule of five (5) eight (8) hour days followed by two (2) days of rest, or a normal work schedule of four (4) ten (10) hours days followed by three (3) days of rest.

2. Part-time dispatchers and part-time secretaries shall have a normal work schedule of five (5) four (4) hour days followed by two (2) days of rest.

   a. The part-time dispatcher/secretary may also fill in during the absence of the full-time dispatcher/secretary as required by the Chief of Police or his designee. If the part-time dispatcher/secretary is not available, the fulltime dispatcher/secretary may be utilized on an extended shift basis, to cover the necessary hours.

3. Part-time Patrol Officers: Part-time patrol officers shall be scheduled at the discretion of the Chief of Police or his designee provided said schedule does not interfere with the officer's primary employment.

4. In the event that an employee works during a shift that is affected by daylight savings time, the employee will be paid for eight (8) hours when only seven (7)

hours are required and paid nine (9) hours when nine (9) hours are required to be worked.

5. All hours worked in excess of forty (40) hours per week shall be paid at one point five (1.5) times the normal hourly rate. Time spent on private work details shall not be counted in determining the number of hours worked for overtime purposes, however hours paid, but not worked, such as vacation and sick leave shall be considered.

. a.. Employees called back to work after having left the station at the end of their shift or during any other period of off-duty hours shall be paid a minimum of two (2) hours at time and one-half of the employee's regular hourly rate. Any employee who is called in one hour or less prior to the start of his or her normal shift receives such time at the overtime rate, but is excluded from the two (2) hour minimum guarantee.

b. Employees required to attend Court and Administrative Hearings during their off duty hours shall be paid a minimum of three (3) hours at time and one-half of the employee's regular hourly rate (or the equivalent hours for Part-time Officers), and shall endorse over to the Town any witness fee received.

6. All overtime must be authorized by the Chief of Police or his designee. If the laws and regulations pertaining to contribution penalties paid by the Town to the New Hampshire Retirement System go into effect or change during the term of the contract, both parties agree to undertake good faith negotiations to address the changes within six months of the effective date of said changes

7. No employee shall be relieved of duty during the regular shift hours in his/her basic work week in order to compensate or offset overtime hours worked or anticipated unless he/she agrees to be so relieved. This decision will be at the discretion of the employee and will not be subject to consideration for discipline.

ARTICLE 13
OUTSIDE WORK DETAIL

1. Payment for outside details shall be at a rate equal to the master patrol officer overtime rate.

2. Employees working outside details shall be paid a minimum of four (4) hours except if the work is canceled at least two (2) hours before the officer is to report for duty.

3. In the event that an employee works a detail for eight (8) continuous hours, all hours worked in excess of the eight (8) continuous hours shall be paid at one and

one-half (1.5) times the applicable detail rate in Section 1 of this Article. This Section shall not apply to split details.

4. All details must be authorized by the Chief of Police or his designee. If the laws and regulations pertaining to contribution penalties paid by the Town to the New Hampshire Retirement System go into effect or change during the term of the contract, both parties agree to undertake good faith negotiations to address the changes within six months of the effective date of said changes.

ARTICLE 14
SALARIES

1. The following rates will continue to be applicable for calendar year 2011. Full-time employees shall be compensated at the following hourly rates:

Patrolman with 0 year(s) of service as of the Effective Date:	$21.49
Patrolman with 6 months of service as of the Effective Date:	$22.15
Patrolman with 1 year of service as of the Effective Date:	$22.84
Patrolman with 2 year(s) of service as of the Effective Date:	$23.78
Patrolman with 3 year(s) of service as of the Effective Date:	$24.78
Patrolman with 4 or more year(s) of service as of the Effective Date:	$25.82
Master Patrol Officers:	$27.92
Corporals:	$30.04
Sergeants:	$32.30
Dispatchers with 0 year(s) of service as of the Effective Date:	$16.91
Dispatchers with 6 months of service as of the Effective Date:	$17.45
Dispatchers with 1 year of service as of the Effective Date:	$17.97
Dispatchers with 2 year of service as of the Effective Date:	$18.46
Dispatchers with 3 years of service as of the Effective Date:	$19.02
Dispatchers with 4 or more years of service as of the Effective Date:	$21.23

2. The following rates will continue to be applicable for calendar year 2011. Part-time employees shall be compensated at the following hourly rates:

Patrolman with 0 year(s) of service as of the Effective Date:	$18.02
Patrolman with 6 months of service as of the Effective Date:	$18.58
Patrolman with 1 year of service as of the Effective Date:	$19.15
Patrolman with 2 year(s) of service as of the Effective Date:	$19.74
Patrolman with 3 year(s) of service as of the Effective Date:	$20.36
Patrolman with 4 or more year(s) of service as of the Effective Date:	$20.99
Master Patrol Officers	$21.64
Corporals	$22.31

3. Effective January 1, 2012, a new wage schedule will be applicable. Wages in items #1 and #2 above will be adjusted by the rate of change of the Consumer Price Index for Urban Wage Earners (CPI-W) for Boston-Brockton-Nashua as calculated by the Bureau of Labor Statistics for the period September 2010 through September 2011, with a minimum adjustment of 1% and a maximum adjustment of 2%. A new wage table will be calculated and provided to all members of the bargaining unit by December 1, 2011.

4. Effective January 1, 2013, a new wage schedule will be applicable. Adjusted wages from 2012 above will be adjusted by the rate of change of the Consumer Price Index for Urban Wage Earners (CPI-W) for Boston-Brockton-Nashua as calculated by the Bureau of Labor Statistics for the period September 2011 through September 2012, with a minimum adjustment of 2% and a maximum adjustment of 3%. A new wage table will be calculated and provided to all members of the bargaining unit by December 1, 2012.

5. Master Patrol Officer: The rank of Master Patrol Officer will be bestowed upon a full time patrol officer with five (5) years of service as a full-time officer with the Department or a regular part-time patrol officer with ten (10) years of service as a part-time or full-time patrol officer with the Department following the passing of a sergeants written examination as selected and scheduled semi-annually by the Chief of Police or his designee. Two (2) years of prior law enforcement work shall be counted toward the five (5) years of service requirement for full-time officers. Three (3) years of prior law enforcement work shall be counted toward the ten (10) years of service requirement for part-time officers.

6. The rank of Corporal will be bestowed upon a Master Patrol Officer once that officer has completed five (5) consecutive years from the date of appointment as a Master Patrol Officer with the Litchfield Police Department. The Corporal insignia will be the traditional two stripes on the patrol uniform and collar brass.

7. Employees appointed by the Chief of Police or his designee to serve in a higher level rank or classification for five (5) days in succession shall receive the rate of pay for the higher level rank or classification. Qualification of the employees and department seniority shall be used in filling the position.

8. All employees assigned to work during the midnight shift schedule (22:00 to 08:00 or 23:00 to 07:00 shifts) or any officer call in to cover a portion of the midnight shifts will be paid a shift differential of fifty cents ($0.50) per hour.

9. All employees will receive an additional three percent (3%) pay increase upon completion of twenty (20) years of consecutive service to the Town.

10. Officers certified as a Field Training Officer ("FTO") will receive an additional one dollar ($1.00) per hour during training of an employee, up to a maximum of ten (10) weeks per trainee.

11. Merit payments will be allowed at the sole discretion of the Police Chief in amounts up to $200 to any one employee in a year. (More than one employee may receive merit pay in a given year.) This will be made public and is designed to encourage morale and performance. The selection criteria and process will not be subject to grievance procedures.

ARTICLE 15
HOLIDAYS AND PERSONAL LEAVE

1. For 2011 and 2012, there shall be twelve (12) holidays per year, designated as:

New Year's Day	Independence Day	Day after Thanksgiving
President's Day	Labor Day	Christmas Day
Memorial Day	Thanksgiving Day	Three (3) Floating Holidays
Veterans Day		

2. For 2013, there shall be nine holidays per year, designated as:

New Year's Day	Independence Day	Day after Thanksgiving
President's Day	Labor Day	Christmas Day
Memorial Day	Thanksgiving Day	
Veterans Day		

3. Full-time employees who are normally assigned a shift that works during a holiday will receive an alternative day off or 8 hours pay. The employee will notify the Chief of the choice at least five days prior to the holiday.

4. Any employee who works on a holiday shall be paid at one and one-half (1.5) the employee's straight time rate of pay (or the equivalent hours for Part-time Officers) for all hours worked on the holiday.

5. Regular part-time employees will be paid holiday pay if they normally work on the day of the week the aforementioned holiday falls. Their holiday pay will be the number of hours that they normally work on that day of the week.

6. Full-time employees who are normally assigned to a shift that is scheduled off during a holiday will receive an alternative day off or 8 hours pay. The employee will notify the Chief of the choice at least five days prior to the holiday.

7. If an employee is called in during a day when a vacation day has been used for a shift other than the shift for which the vacation has been requested, the employee may be eligible to work that shift and can choose whether to redeposit the

vacation day or to be paid overtime. Any such shift coverage in excess of four in a twelve month period shall be approved by the Chief of Police.

8. Holiday hours must be requested and granted within six (6) months from the date they were earned (i.e. date of holiday). However, Holidays and Personal Days will be considered as days (as opposed to hours) for purposes of calculation and scheduling.

9. The Chief of Police may deny any request for the use of holiday time if such request represents an excessive selection of ten (10) hour tours without justification by the employee. Denial is subject to the grievance procedure.

10. In the event of separation of employment the employee or his/her beneficiary shall be entitled to full payment for all accrued time.

ARTICLE 16
SICK LEAVE

1. Regular full (100%) time employees earn ten (10) sick days per year (.83 days per month), accruable to a maximum of sixty (60) days. Sick leave is available to full (100 %) time employees after six (6) months of employment.

2. Regular part-time Employees will earn sick time at a pro-rata amount.

3. Sick Leave shall not be considered a privilege which an employee may use at his or her discretion, but shall be allowed only in the case of actual necessity occasioned by illness or disability of the employee, or for doctor/dental appointments.

4. Abuse of the sick leave privilege will constitute misconduct subject to disciplinary action. Abuse of the sick leave privilege means use of sick leave for purposes other than those stated above. Chronic abuse of the sick leave privilege may be used as a basis for discipline.

5. The Chief of Police has the right to require medical certification of cause of absence if absence extends beyond three (3) days.

6. In order to receive compensation while on sick leave the employee shall notify the department head as early as possible before the start of the regularly scheduled work day on the first day of absence. The employee may be requested to call in from time to time to keep the department head informed of the employee's status.

7. Sick leave may be used to supplement any employee's pay if that employee is absent due to an on-the-job injury to insure regular week's pay, but not to exceed it.

8. A medical certification of cause of absence will be required of any employee who takes sick leave after being given notice of termination, or has given their resignation.

9. Accumulated sick days will not be paid in the event of termination, resignation or lay-off.

10. On December 1, 2011, an employee can convert up to four unused sick day earned in 2011 to accrued vacation time or convert up to three unused sick days into a buy-out equivalent payable as one regular day's pay for full-time employees and a pro-rated amount of wages for part-time employees. Employees should notify the Finance Office of their intent to utilize the buyout option by November 15. The combination of converted days cannot exceed a total of four.

11. On December 1, 2012, an employee can convert up to four unused sick day earned in 2012 to accrued vacation time or convert up to three unused sick days into a buy-out equivalent payable as one regular day's pay for full-time employees and a pro-rated amount of wages for part-time employees. Employees should notify the Finance Office of their intent to utilize the buyout option by November 15. The combination of converted days cannot exceed a total of four.

12. This section will be superseded by Article 18 on January 1, 2013.

ARTICLE 17
VACATIONS

1. Vacation for full-time employees is earned from date of employment as follows:

   After one (1) year continuous service: 10 days
   After five (5) years continuous service: 15 days
   After ten (10) years continuous service: 20 days
   After fifteen (15) years of continuous service: 25 days

2. A regular part-time employee working at the position for one (1) year shall receive vacation in accordance with Section 1 of this Article prorated to the employee's normal work hours.

3. No employee shall take more than two (2) weeks of earned annual vacation at any one time, unless approved by the Chief of Police.

4. It shall be the responsibility of the Chief of Police to so arrange vacations within the Department so as not to interfere with the operations of the Department. However, reasonable efforts will be made to accommodate an employee's request.

5. Employees are encouraged to take vacation time to which they are entitled in the current service year. At the end of the calendar year, employees will be able to accrue a portion of unused vacation time based on the schedule below:

   2011 – 96 hours
   2012 – 112 hours

   Any unused days by the employee's anniversary date in excess of the maximum accruals will be lost. In extraordinary cases, the Chief of Police may allow carryover of additional days. However, all such additional days must be used with four months of the employee's anniversary date.

6. Vacation shall be granted on a seniority basis with the most senior employee having preference provided application is made prior to March 15th of the year in which the vacation is to be taken. Applications made after that date will be scheduled on a first-come, first-serve basis as time is available.

7. Vacation pay shall be figured at the regular straight time rate for the number of straight time regular hours per day that the employee normally works.

8. In the event of voluntary resignation, layoff, retirement or death, the eligible employee or his beneficiary shall be entitled to payment for all unused vacations.

9. This section will be superseded by Article 18 on January 1, 2013.

ARTICLE 18
EARNED TIME

1. Earned time is an alternative approach to the traditional manner of covering absence for vacation, personal days, paternity leave and sick leave. Instead of dividing benefits into a specific number of days for each benefit, Earned Time puts these days together into a single benefit.

2. **Coverage:** Employees who are employed in a permanent position will accrual Earned Time. Full-time accrual rates will be based on the table below:

Years of Service	Annual Hours Per Year	*(Days Equiv @ 8 hrs)*
0 to 5 years	176	*22*
5+ to 10 years	208	*26*
10+ to 15 years	256	*32*
15 + to 20 years	288	*36*
20+ years	320	*40*

Part-time employees will accrue Earned Time on a pro-rated basis based on the table above being based on a 40 hour work week.

3. For the purpose of the Earned Time benefit, years of service will be calculated from the initial day of employment.

4. The maximum accrual shall be 960 hours (the equivalent of 10 years of maximum accrual).

5. **Minimum Usage**: There is a minimum usage of Earned Time days required each year as shown on the table below:

Years of Service	Minimum Usage per Year (Hours)
0 to 5 years	88
5 to 10 years	104
10 to 15 years	128
15 + years	144

6. Computation of minimum usage will occur by November 15^{h} of each year, based on the preceding twelve months. Employees with less than six months of service are exempt from minimum usage.

7. The Town shall buy back Earned Time days upon request of the employee at the rate of 1 hour for 1 hour's pay. Only Earned Time days in excess of minimum

usage will be eligible for buy back provided that at least ten days remain banked. Employees can request buyouts between November 15th and November 30th. Upon validation of the request by the Town, such buy-outs will be paid to the requesting employee as part of the first payroll in December. Buyouts will be limited to a maximum of twenty days per year. In extraordinary circumstances, the Chief of Police may authorize a buy back request between May 15th and May 30th, with payment being made as part of the first payroll in June. Such a buyout may not be more than an amount equal to one half of the employee's minimum usage requirement.

8. **Usage:** Earned Time may be used anytime after being earned, including during an employee's probationary period. All planned absences will be mutually agreed upon by the Employee and the Chief of Police prior to the date of absence.

9. Earned Time can be taken in increments of 2 hours (either at the beginning or end of the shift).

10. All planned Earned Time and unplanned short notice Earned Time will be mutually agreed upon. When Earned Time is denied, the Chief of Police shall inform the officer of the reason for the denial. Such reasons may be, but are not limited to, staffing availability emergency situations or anticipation of inordinate demands for Police services.

11. All Officers will fill out an Earned Time request form and submit it to the Chief of Police or his designee.

12. From the time an Employee requests any Earned Time, he or she may be bumped by a senior Employee within a fourteen day period. After the fourteen day period, the Earned Time is locked in.

13. For all unplanned short notice Earned Time requested within a two week period, seniority will govern usage. A senior Employee can bump another Employee up to twenty four hours prior to the requested usage.

14. Any Employee planning to bump a less senior Employee who has already been granted Earned Time must advise that less senior Employee that he or she is bumping them and he or she must report for originally scheduled duty.

15. **Emergency Earned Time:** Emergency Earned Time will be granted upon request to include, but not limited to, circumstances of illness and personal emergencies. With the request for usage of Emergency Earned Time, the Employee shall provide the nature of the emergency to the Chief of Police or his designee.

16. Emergency Earned Time usage will not affect any other employee who has already been granted planned Earned Time or unplanned short notice Earned Time.

17. Officers utilizing emergency Earned Time while on duty will have their available pool of Earned Time hours reduced for the actual time taken rounded up to next closest hour.

18. **Sick Leave Pool:** The Sick Leave Pool is intended to provide security to supplement other insurance benefits by allowing employees to "buy" insurance for extended illness or disability. Sick Pool hours may be used to "make an employee whole" if disability or workers' compensation benefits are less than normal net base pay. When "buying" pool hours, employees convert Earned Time hours on a 1:3 basis. Similar to purchasing insurance, the employee may pick a given number of hours to exchange for coverage.

19. Sick Pool hours are available for use only under the conditions listed below and are not eligible for payout at retirement or termination.

    a. Use of Sick Pool hours may begin on the sixth consecutive work day absence due to illness, injury or other disability
    b. A physician's report must accompany the request to use Sick Pool hours.
    c. It is not necessary to use up all Earned Time before using Sick Pool hours.
    d. An eligible employee may continue using Sick Pool hours until his/her Sick pool hours are exhausted.
    e. Periodic physician's reports may be required.
    f. The maximum Sick Pool accrual is 720 hours (90 8 hour days.)

20. Employees may convert Earned Time hours to Sick Pool hours once annually by notifying the Finance Office between November 15 and November 30 of each year.

21. *Transition:* All sick leave accrued by Employees as of December 31, 2012 will be deposited in the Sick Leave Pool at a rate of 1 Sick Day to 1 Sick Pool Day on January 1, 2013.

22. **Separation:** All unused Earned Time hours will be paid at the time of termination, resignation or retirement. However, since a notice period of two weeks is considered appropriate and normal for an employee planning resignation or retirement, in such cases where such notice is not given, the Earned Time payout will be reduced by 50%. Earned Time will be paid by the Town at the rate of pay at the time of separation.

23. In the event of the death of the employee, the Earned Time benefit shall be paid to the employee's beneficiary in full.

ARTICLE 19
WITNESS, JURY DUTY, MILITARY LEAVE

1. Upon proper documentary evidence, the Town shall make up the difference between regular straight time pay lost and fees paid to regular full-time and part-time employees called as witnesses or for jury duty in a non-job related case.

2. Upon proper documentary evidence, the Town shall make up the difference between the regular straight time pay lost and the amount of pay received for military service by regular employees serving on annual duty in Military Reserve or National Guard not exceeding ten (10) regularly assigned duty shifts. Employees in the Military Reserve or the National Guard shall provide the Chief of Police with a copy of their annual drill schedule in order to avoid conflicts between their regular work schedule and their drill schedule.

ARTICLE 20
BEREAVEMENT LEAVE

1. In case of death in an employee's immediate family, a regular employee will be granted leave of absence with pay for the workdays following the time of death or funeral, not to exceed three (3) days. In special cases, the Chief of Police may grant additional leave of absence if it is deemed to be in the best interest of the employee and the Town of Litchfield. Additional time at the discretion of the Chief of Police may be granted to attend the funeral of another relative or of a Town employee.

2. "Immediate Family" is defined as the spouse, child, step-child, grandchild, brother, sister, parent, step-parent, grandparent, parent-in-law, brother-in-Law-, sister-in-law, aunt, uncle, niece, nephew, uncle in-law, aunt in-law, or other blood relative or ward residing in the same household as the employee.

ARTICLE 21
WORKERS' COMPENSATION

1. The Town of Litchfield shall purchase and pay the premiums for New Hampshire Workers' Compensation, the benefits of which will be available to all employees.

2. Employees must report all injuries received while on duty to the department head or immediate supervisor as soon as possible after an occurrence.

3. Employees receiving partial compensation from the Worker's Compensation benefit program may use accrued sick and vacation time to supplement the difference between the benefit payment and regular wages. In no circumstances,

will the combination of the two forms of compensation exceed 100% of the employee's regular pay for regularly scheduled time.

4. Employees receiving partial compensation from Disability Insurance may choose to sign over their checks to the Town and request payment through the Town's payroll system for equivalent wages, allowing the employee to continue to receive service credits from the New Hampshire Retirement System during the disability period.

5. The Town will work with Employees receiving Workers' Compensation to secure the appropriate paperwork to request service credit from New Hampshire Retirement System.

ARTICLE 22
LEAVE OF ABSENCE

1. Employees are allowed up to twelve (12) weeks of leave without pay, in each twelve (12) month period, for reasons provided under the Family Leave Act of 1993 (FMLA), i.e. (a) the birth of the employee's child, (b) the placement of a child with the employee for adoption or foster care, (c) caring for a spouse, child or parent in the event of a serious health condition, or (d) inability of the employee to perform the functions of his/her job because of a serious health condition. Accumulated sick leave must be used as part of the twelve (12) week period and before the authorized leave without pay begins.

   a. During the twelve (12) week period of leave, the employee's health and dental insurance benefits will be maintained in a manner identical to that in effect for "active" employees and the employee's seniority and position in the department will not be affected by such leave.

   b. Sick Leave will not accrue during the period of unpaid leave, except for those hours/days covered by Sick Leave benefits.

   c. After twelve (12) weeks has elapsed, the employee's employment status will be continued only by virtue of return to duty.

   d. The twelve (12) month period, for purposes of FMLA calculation, shall be the anniversary date of the initial granting of leave of absence under the Act and this Article of the Agreement.

2. Any full-time employee who accepts employment or who conducts a business during a leave of absence shall be immediately terminated unless said activities had been previously approved by the Board of Selectmen.

3. Employees returning to work following a medical leave may require a Temporary Alternate Duty. The Chief will work with the Employee's healthcare provider to

determine an appropriate scheme of alternate duties that meets the needs of both the Employer and the Employee's constraints.

ARTICLE 23
MEDICAL AND DENTAL INSURANCE

1. Probationary and regular full-time employees shall be eligible for group medical and dental insurance upon completion of thirty (30) days continuous service or as soon as the plan that was selected allows enrollment after the thirty (30) day period. The Town will pay Blue Shield/Blue Cross or approved HMO coverage at 100% for employee, 80 % for both two (2) person and family plans. The Town will pay 100% of the Dental Plan for employee coverage and 80% for both two (2) person and family plan. It shall be the Town policy not to reimburse a covered employee the difference between his weekly straight time earnings and benefits paid under the group medical insurance policy. The Town may change insurance carriers as the need arises. Employees shall be notified in advance of any such change. Group medical insurance is available for regular part-time employees. The same thirty (30) day eligibility period as for full-time employees is required. The Town will pay 50% of the premium for all plans if the employee is budgeted and scheduled to work twenty-one (21) or more hours a week. Scheduled hours will be reviewed quarterly to check for eligibility. Employees that work less than twenty (20) hours will pay the full amount. Eligibility requirements of the group insurance company must be met.

2. During a leave of absence caused by pregnancy, illness or accident not covered by Workers' Compensation, the Town will pay the full-time employee's premiums while he/she remains employed by the town.

3. In cases of leave for other reasons, the employee will be required to pay all insurance premiums no later than the last week of each month preceding the coverage period, and such coverage may be extended if the employee has dependent coverage.

4. The Town will make available a Flexible Spending Account for health costs to all employees at no charge for the basic plan for the employee.

5. Employees choosing not to take the Town's Health Insurance and who demonstrate coverage under another plan will receive a buy-out based on the level of health insurance coverage for which the employee would be eligible as of July 1. This value of this buyout will be based on one half of the Town's share of health insurance premium for the Matthew Thornton (or prevailing equivalent plan), or a pro-rated value for the remaining weeks in the health insurance year based on the Employee's election to participate in the buyout program. At least 25% of the buyout must be placed in the Employee's Flexible Spending Account (up to the account maximum allowed) and the balance of the remaining avoided

premium cost to the Town will be paid to the Employee in equal payments through the Town's regular payroll process.

ARTICLE 24
DISABILITY INSURANCE

Short-term Disability Insurance

1. The Town shall select a carrier to provide short-term disability insurance for its full-time employees. The Town will pay the entire cost of the premium for such coverage.

2. The coverage will provide for payments of 66 2/3% of base salary, up to a maximum of nine hundred dollars weekly, for a period of twenty-six (26) weeks. Payments begin the first day after all accrued sick leave has first been used.

3. A copy of the disability insurance benefits summary shall be provided to each qualified and covered employee. .

Long-term Disability Insurance

1. The Town shall select and make available to full-time employees a carrier to provide long-term disability insurance. The Town shall pay the entire cost of the premium for such coverage.

2. The coverage shall provide for payments of sixty percent (60%) of the employee's base salary, up to a maximum of four thousand dollars monthly. Payment begins after one hundred eighty (180) days of qualifying disability.

3. A copy of the disability insurance benefits summary shall be provided to each qualified and covered employee.

ARTICLE 25
LIFE INSURANCE

The Town shall provide a Life Insurance program of $25,000.00 to the beneficiary of any full time, regular part time and part time employee who have completed an initial probationary period and who works more than 5 hours per week.

ARTICLE 26
INDEMNITY

The Town indemnifies and saves harmless for loss or damage, all persons employed by the Town from personal and financial loss and expense, including reasonable legal fees and costs, if any, arising out of any claim, demand, suit, or judgment, by reason of negligence or other act resulting in accidental injury to a person or accidental damage to

or destruction of property if the indemnified person at the time of the accident resulting in the injury or damage or destruction, was acting in the scope of the employee's employment with the Town; provided, however, that if any such claim, demand, suit or judgment shall be asserted as a counterclaim against any so indemnified person who has in the first instance, brought suit against the counterclaimant, the indemnified person shall reimburse the Town for all legal fees directly paid by the Town as the deductible portion of any insurance coverage provided by the Town.

ARTICLE 27
UNIFORMS

1. All equipment and clothing issued by the Litchfield Police Department shall be kept clean and well maintained. The Town will replace or repair any required uniform or Town issued property which is destroyed in the line of duty. Also, required uniform clothing will be replaced by the Town upon approval of the Chief of Police or his designee when worn out. The decision as to whether required uniform clothing or Town issued property needs replacement or repairs is in the sole discretion of the Town.

2. The uniform standards and practice regarding the furnishing of uniforms shall be in conformance with department policy as approved by the Board of Selectmen.

3. An annual uniform allowance of four hundred dollars ($400.00) for full-time police officers and dispatchers working 30 hours or more a week, and a lesser amount of one hundred and fifty dollars ($150.00) for part-time officers and dispatchers working less than 30 hours a week shall be maintained. This allowance shall be paid to employees in equal quarterly payments.

4. The Town will purchase and provide Life Protection vests to uniformed Police Officers. These vests will be replaced in accordance with standards determined by the manufacturer.

ARTICLE 28
RETIREMENT

1. The Town shall maintain membership for those employees who qualify for New Hampshire Group II retirement benefits, and make appropriate contributions as required by the State.

2. The Town shall maintain membership for those employees who qualify for New Hampshire Group I retirement benefits, and make appropriate contributions as required by the State.

3. By July 1, 2011, the Town will offer a voluntary retirement deferred compensation plan commonly referred to as 457 plan.

ARTICLE 29
DISCIPLINE AND TERMINATION FOR CAUSE

1. An employee may be disciplined or terminated/dismissed if there is found to be just cause for such action. Just cause shall include but not be limited to the following: a) Incompetence, b) Improper behavior in the line of duty, c) Behavior detrimental to the Town, or d) Failure to carry out assigned duties. All of the above shall be subject to the Grievance Procedure.

2. All disciplinary actions shall be in a fair manner and shall be consistent with the infractions for which disciplinary action is being taken.

3. All suspensions and discharges shall be stated in writing and the reasons stated and a copy given to the employee(s) and the Union on the date of suspension or discharge.

4. Disciplinary actions will normally be taken in the following order:

   a. Verbal Warning
   b. Written Warning
   c. Suspension without pay
   d. Discharge

   However, the above sequence need not be followed if an infraction is sufficiently severe to merit immediate suspension or discharge.

6. Records of disciplinary action are of less significance after the passage of time.

ARTICLE 30
GRIEVANCE PROCEDURE

1. A Grievance is an alleged violation, misinterpretation, or misapplication of any provisions of this Agreement.

2. A grievance to be considered under this procedure must be initiated in writing by the employee within ten (10) days of its occurrence or from the time the employee knew or should have known of its occurrence but in no case more than ninety (90) days from the incident that gave rise to the grievance.

3. Failure by the Town or its agent to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure of the grievant in any step of this procedure to appeal a grievance to the next step within the specified time limits will be considered as abandonment of the grievance.

4. No reprisals of any kind will be taken by the Town or its employees against any party in interest or other participant in the grievance procedure.

5. An individual member of the bargaining unit may present an oral grievance to his employer without intervention of the exclusive representative. Until a grievance is reduced to writing, the Union shall be excluded from a hearing if the employee so requests; but any resolution of the grievance shall not be inconsistent with the terms of this Agreement.

6. Procedure:

Step 1: Any employee, or the unit, who has a grievance shall submit it first in writing to the Chief in an attempt to resolve the matter. The grievance must: a) specify the person allegedly causing the grievance; b) the time and place of the action being grieved; c) the nature of the grievance; d) the language of the Agreement which has allegedly been violated or misapplied; e) the specific injury or loss which is claimed; f) the remedy sought. The Chief shall hold a hearing within seven (7) days of receipt of the written grievance and shall render a decision no later than fourteen (14) days following the receipt of the written grievance.

Step 2: If the employee or the Unit is not satisfied with the decision of the Police Chief, he/she may file within ten (10) days following the Chief's decision a written appeal with the Board of Selectmen setting forth the specific reasons why he/she believes the agreement is being violated by the Town action in question. Within ten (10) days following receipt of the appeal, the Board of Selectmen shall either issue a written decision or schedule a hearing. Said hearing shall be held no later than twenty (20) days of receipt of the appeal and written decision shall be rendered within fifteen (15) days thereafter.

Step 3: If the decision of the Board of Selectmen does not resolve the grievance, the Union shall have the sole right to appeal that decision and the matter shall be submitted to arbitration providing the Union notifies the town of such request within twenty (20) days of receipt by the Union of the Board of Selectmen decision. The following procedure shall be used to secure the services of an arbitrator.

a. The parties will attempt to agree upon a mutually satisfactory third party to serve as arbitrator. If no agreement is reached within ten (10) days following the date the request for arbitration was received by the Town, the Public Employee Labor Relations Board will be notified by either or both parties and requested to submit a roster of persons qualified to function as arbitrator.

b. If the parties are unable to determine, within ten (10) days of the initial request for arbitration, a mutually satisfactory arbitrator from the list, the Public Employees Labor Relations Board may be requested by either party to designate an arbitrator.

c. The arbitrator shall not have the power to add to, ignore, or modify any of the terms or conditions of this Agreement, nor shall said arbitrator have the power to hold hearings for more than one grievance, that is multiple grievances before the same arbitrator will not be allowed. His decision shall not go beyond what is necessary for the interpretation and application of express provisions of this Agreement. The arbitrator shall not substitute his judgment for that of the parties in the exercise of rights granted or retained by this Agreement. The decision of the arbitrators shall be final and binding on the parties.

d. The fees and expenses of the arbitrator shall be shared equally by the parties.

7. The time limitations hereunder may be extended by mutual agreement of the parties.

8. For purposes of calculating the time limitations hereunder Saturdays and Sundays shall not count as days.

ARTICLE 31
SAFETY COMMITTEE

The parties agree to establish a joint safety committee to discuss and implement safety concerns.

ARTICLE 32
PERSONNEL FILES

1. Employees shall have the right to examine their personnel file upon request.

2. The employee shall be notified and permitted to obtain a copy of all documents, information, and statements placed in his/her personnel file.

3. The employee shall have the opportunity to sign all additions to his/her personnel file, signifying knowledge of such.

4. A challenge of any information contained in the personnel file by an employee may be reflected by the statement attached to related material in file.

ARTICLE 33
DUES DEDUCTION

1. Upon individual written authorization signed by a Union member covered by this contract and approved by the Union President, the Town agrees to deduct from the pay of each Union Member so authorized the current Union dues as certified to the Town by the Treasurer of the Union. Said deduction shall be made each pay period provided, however, that if any employee has no check coming to him/her or if the check is not large enough to satisfy the deduction, then and in that event, no collection will be made from said employee for that pay period. The Town shall send the amount so deducted once a month to the Treasurer of the Union.

2. The Union shall indemnify and hold harmless the Town should any dispute arise between any employer and the Union and/or the Town as a result of the operation of this Article.

ARTICLE 34
EQUIPMENT

1. Departmental property issued to employees or personal property which is required by the Town that is lost, stolen or damaged during the course of an employee's duty shall be replaced by the Town at no cost to the employee, provided, however, that the employee reports immediately to his/her duty supervisor that a loss has occurred, that the loss was not due to negligence of the employee, and the replacement is approved by the Chief of Police.

2. Any employee found to be abusing departmental or other employee property will be subject to disciplinary action by the Chief of Police which may involve a written reprimand, suspension or if deemed appropriate, dismissal.

ARTICLE 35
SEPARABILTY

In the event any provision of this Agreement in whole or in part is declared to be illegal, void or invalid by any court of competent jurisdiction or any administrative agency having jurisdiction of all of the other terms, conditions, and provisions of the Agreement shall remain in full force and effect to the same extent, the remainder of this Agreement shall continue to be binding upon the parties hereto.

ARTICLE 36
EFFECT OF AGREEMENT

1. This instrument constitutes the entire agreement of the Town and the Union, arrived at as a result of collective bargaining negotiations, except such amendments hereto as shall have been reduced in writing and signed by the parties.

2. The parties acknowledge that during the negotiations which resulted in this Agreement, each had 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 the opportunity are set forth in this Agreement. Therefore, the Town and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered by this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE 37
DURATION

This Agreement shall be in full force and effect April 1, 2011 through March 31, 2014.
Approved at Town Meeting March 8, 2011.

FOR AFSCME LOCAL 3657

Chief Negotiator

FOR THE TOWN OF LITCHFIELD