

VME

**2005 - 2009**

Effective 1 April 2005  
Expires 31 March 2009



**A G R E E M E N T**

**BETWEEN**

**MILFORD BOARD OF SELECTMEN**

**AND**

**CHAPTER NINE - LOCAL 3657**

**OF THE**

**AMERICAN FEDERATION OF STATE, COUNTY**

**AND MUNICIPAL EMPLOYEES**

**AFL/CIO**

**ON BEHALF OF CERTAIN EMPLOYEES**

**OF THE TOWN OF MILFORD**

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**PREAMBLE**

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The Milford Board of Selectmen, Town of Milford, State of New Hampshire (hereinafter referred to as the "Selectmen") and Local 3657 of the American Federation of State, County and Municipal Employees, AFL/CIO AFSCME (hereinafter referred to as the "Union"), in order to promote orderly and peaceful relations between the Town and bargaining unit employees and provide uninterrupted services in an effective and efficient manner, agree as hereinafter set forth in this Agreement.

The parties to this Agreement specifically agree that this Preamble shall not be subject to any grievance and/or arbitration provisions set forth herein.

**ARTICLE I**

**RECOGNITION**

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A. The Employer hereby recognizes the Union as the exclusive bargaining representative pursuant to the provisions of New Hampshire RSA 273-A for the following:

- All full-time Patrol Officers
- All full-time Sergeants.

Excluded from recognition or coverage under this Agreement are the following:

- Chief of Police
- Captain
- Executive Secretary to the Chief of Police
- Clerk(s)
- All part-time Special Police Officers
- Part-time Crossing Aides
- Persons whose duties imply a confidential relationship to the public employer
- Persons in a probationary or temporary status, or employed seasonally, irregularly, or on call, and all other employees of the Milford Police Department.

It is specifically agreed by the parties hereto that the terms of this Agreement shall apply only to those employees in the job classifications set forth in the first sentence of this Article.

B. Newly hired employees on probation will be afforded all rights and benefits afforded to all full-time bargaining unit members, except on matters of discipline and access to the Collective Bargaining Agreement grievance procedure.

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**ARTICLE II**

**MANAGEMENT RIGHTS**

- A. Except as specifically limited or abridged by the terms of this Agreement, the management of the Milford Police Department in all its phases and details shall remain vested exclusively in the Selectmen and their designated agents. The Selectmen and their agents shall have jurisdiction over all matters concerning the management and operation of said Department, including the use of technology, the Department's organization structure and the selection, direction and number of all personnel so as to continue public control of governmental functions as well as all rights retained by virtue of New Hampshire RSA Chapter 273-A.
  
- B. The Union shall have the right to process grievances on behalf of its members to the extent that the exercise of a management right impacts or changes any matter that is set forth in this Collective Bargaining Agreement.

**ARTICLE III**

**INTERFERENCE WITH TOWN OPERATIONS AND LOCKOUTS PROHIBITED**

- A. Under no circumstances will the Union cause, encourage, sponsor or participate in any job action.
- B. Should any employee or group of employees covered by this Agreement engage in any activity prohibited by Paragraph A above, the Union shall forthwith publicly 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 may be amended.

**ARTICLE IV**

**PROBATIONARY EMPLOYEES**

The probationary employees covered by this Agreement shall be as follows:

1. Full-time Patrol Officers

- a. If a full-time Patrol Officer has not attended the Police Academy, that Patrol Officer's probationary period shall be six (6) months after completion of the Academy, but in no event longer than one (1) year after date of hire.
- b. If a full-time Patrol Officer has attended and graduated from the Police Academy prior to beginning employment with the Milford Police Department, that Patrol Officer's probationary period shall be six (6) months from the date of hire with the Milford Police Department.

2. Full-time Sergeants shall serve a promotional probationary period of twelve (12) months.



ARTICLE VI

WAGES

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- A. Employees covered by this Agreement shall be compensated according to the following.
- B. It is acknowledged that this Agreement does not contain the traditional step wage system but reflects a merit-based rank structure which provides for compensation commensurate with an individual member of the Bargaining Unit's level of expertise and responsibility. Under this system and effective with this Collective Bargaining Agreement, rank will be determined by a minimum level of full-time experience combined with demonstrated proficiency for the level/rank sought by the individual. This proficiency will be measured by the ability to carry practical job-related factors and written examination materials. The new rank structure will be comprised of the following: *(please refer to the following page)*

2005-2009 POLICE UNION CONTRACT

1 ARTICLE VI - WAGES

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<u>Rank</u>	<u>Time in Service</u>	<u>Merit Conditions</u>
Probationary Patrol Officer	Start	Pass hiring process and selection
Patrol Officer 3 <sup>rd</sup> Class	1 Year	Successfully complete NH Police Academy and probation
Patrol Officer 2 <sup>nd</sup> Class	3 Years	Successful completion of Patrol Officer 2 <sup>nd</sup> Class exam as provide by Jacques.  If for any reason the Town fails to provide the necessary examination prior to the employee's eligibility date for advancement, the employee shall move up automatically.
Patrol Officer 1 <sup>st</sup> Class	6 Years	Pass Sergeants Examination. Have successfully completed Patrol Officer 2 <sup>nd</sup> Class.  If for any reason the Town fails to provide the necessary examination prior to the employee's eligibility date for advancement, the employee shall move up automatically.
Detective	6 Years	Pass Sergeants Examination. Have successfully completed Patrol Officer 2nd Class. Pass Oral Selection Process. 2 Years as Patrolman assigned to the Detective Division.
Sergeant	4 Years 2 Years at MPD	Passes Sergeants Examination. Successfully complete Patrol Officer 2nd Class. Pass Oral Selection Process. Chief's selection.

ARTICLE VI - WAGES

C. In order to implement the merit-based rank structure, the following weekly wage system is hereby agreed to:

<b>Merit Based Rank Structure System</b>	<b>4/1/05 2%</b>	<b>10/1/05 1%</b>	<b>4/1/06 4%</b>	<b>4/1/07 4%</b>	<b>4/1/08 4%</b>
PATROL OFFICER					
Probationary Patrol Officer	616.95	623.12	648.04	673.96	700.92
Patrol Officer 3 <sup>rd</sup> Class	723.75	730.99	760.23	790.64	822.27
Patrol Officer 2 <sup>nd</sup> Class	818.66	826.85	859.92	894.32	930.09
Patrol Officer 1 <sup>st</sup> Class	869.78	878.48	913.62	950.16	988.17
DETECTIVE *	899.20	908.19	944.52	982.30	1021.59
SERGEANT **					
New	956.76	966.33	1004.98	1045.18	1086.99
Year 1	965.46	975.11	1014.11	1054.67	1096.86
Year 2	974.15	983.89	1023.25	1064.18	1106.75
Year 3	982.85	992.68	1032.39	1073.69	1116.64
Year 4	991.55	1001.47	1041.53	1083.19	1126.52
Year 5	1000.25	1010.25	1050.66	1092.69	1136.39
Year 6	1008.94	1019.03	1059.79	1102.18	1146.27
Year 7	1017.64	1027.82	1068.93	1111.69	1156.16
Year 8	1026.34	1036.60	1078.06	1121.19	1166.04

\* Detective's salary based on \$1,500 added to Patrol Officer 1<sup>st</sup> class.

\*\* Sergeant's pay is based on 10% above Patrol Officer 1<sup>st</sup> class plus 1% for each year of service in grade.

\*\*\* Sergeant's pay is capped at maximum of 18% above Patrol Officer 1<sup>st</sup> class.

\*\*\*\*Upon the effective date of this Agreement each Officer, Detective and Sergeant shall receive a two percent (2%) stipend based upon their 2004 rate of pay. This stipend shall not be added to the employees' base rate of pay and shall be subject to all applicable payroll deductions.

1 ARTICLE VI - WAGES  
2

3 D. Detective stipend is established at \$1,500 per year. It is noted and concurred to that  
4 if a Detective returns to a Patrol Officer status, they will no longer be eligible to  
5 receive this Detective stipend. Said Detective stipend is intended not to be a one  
6 lump sum payment but to be a payment that is to be blended into the hourly wage of  
7 the individual and to be paid weekly to said individual during the time that they  
8 occupy the position of Detective.

9 E. **Pagers.** It is agreed that the responsibilities of certain parties require that they be  
10 within immediate contact with the management of the Police Department and the  
11 Town. The assignment of pagers, cell phones and other summoning devices shall  
12 be determined by the Chief of Police and the Command Staff Officers.

13 It is further agreed that there will be one (1) hour of overtime given for a work-related  
14 call and any subsequent calls regarding work that are received in and during that  
15 same initializing hour.

16 F. **General.**  
17

18 1. All employees covered by this Agreement must complete one (1) year of service  
19 at the rank attained before proceeding to the next eligible rank excepting  
20 promotions to the rank of Sergeant or Patrol Officer 3<sup>rd</sup> Class. Promotions in  
21 rank will take effect the first full payroll period after April 1st for all employees  
22 eligible up to September 30<sup>th</sup> of the current year. All employees eligible for  
23 promotion after September 30<sup>th</sup> of the current year will receive promotions after  
24 April 1<sup>st</sup> of the following year. All subsequent annual pay increases will be April  
25 1<sup>st</sup>.

26 2. The Date of Hire shall be the date the Oath of Office of full-time Police Officer is  
27 executed.

28 G. **Experienced Hiring.** All newly-hired, experienced employees will be placed on the  
29 rank system, taking into account their experience as determined by the Chief of  
30 Police, not to exceed four (4) years of credit for full-time prior service effective with  
31 this Collective Bargaining Agreement, with ratification by the Selectmen and such  
32 placement will not be subject to the grievance procedure of Article XIX. The  
33 employee's placement on the rank system will be determined by the Chief of Police.  
34 Probationary periods and part-time employment will not be credited. All newly-hired,  
35 experienced employees will complete their probationary period at the rank at which  
36 they are placed and then will serve out the balance of that year at that same rank  
37 prior to advancement to the next rank with the exception of promotion to the rank of  
38 Sergeant or Patrol Officer 3<sup>rd</sup> Class.

39 H. **Overtime.** Authorized time worked in excess of forty (40) hours during the normal  
40 seven (7) day pay cycle shall be compensated at the rate of one and one-half (1  
41 1/2) times the employee's regular hourly rate of pay. Paid absences shall not be  
42 counted for the purposes of computing overtime. This overtime understanding shall  
43 not apply to time spent working on Private Details as outlined in Article XV, or Call-  
44 backs as outlined in Article XVI.

45 I. **Bi-Weekly Payroll.** Wages called for under this Agreement shall be paid to  
46 employees pursuant to the Townwide bi-weekly payroll program.

ARTICLE VII

HOURS OF WORK

A. Schedule.

1. The patrol officers and supervisors shall work a 4 and 3 schedule: 4 ten-hour days followed by 3 days off.
2. In accordance with the Fact Finder's Report dated March 31, 2006 all new positions added to the bargaining unit after said date shall not be subject to the 4-3 schedule set forth in Article VII A.1. above. Rather, the Town shall have the right to configure the schedule of the new positions as it deems appropriate, providing that said schedule allows for two (2) consecutive days off and that the total annual number of scheduled hours worked, not including overtime hours, does not exceed the total number of scheduled hours worked by employees on the 4-3 schedule.
3. The supervisors shall work days and evenings from 0700 until 1700 and 1600 until 0200. They shall rotate every three (3) months and shall bid for shifts by seniority. No supervisor shall be allowed to stay on the same shift slot for more than two (2) rotations; i.e., six (6) months.
4. The patrol officers shall work days, evenings and midnights from 0700 until 1700, 1600 until 0200, and 2100 until 0700. They shall rotate shifts every three (3) months and shall bid for shifts by seniority. No officer shall work more than two (2) rotations of the same hours of work. Any mandated movements in shifts shall be done by seniority.
5. The Detective and the Sergeant assigned to the Detective Division shall work a 4 and 3 schedule. This shall consist of 4 consecutive ten-hour days followed by 3 days off. The shifts will be from 0700 until 1700 and from 1000 until 2000. The hours and days of work shall be determined by the Sergeant assigned to the Detective Division and approved by the Chief of Police, or his designee.
6. The Bargaining Unit Member assigned as the Prosecutor, being in a unique position, needs to be able to have additional flexibility. He will work 4 ten-hour days during the week with Saturday and Sunday off and one weekday of his choice off with the Chief's approval. His hours of work shall be from 0700 until 1700.
7. The Oval shift will consist of 4 consecutive ten-hour days, followed by 3 days off. The days will consist of Wednesday through Saturday. At the discretion of the Chief of Police, or his designee, there may be established a second Oval Shift during the period of April to October. The hours of work will be determined by the Chief of Police, or his designee.

ARTICLE VIII

SENIORITY, LAYOFF AND RECALL

A. There shall be two types of seniority:

1. **Department seniority**, which shall be determined by an employee's total time of continuous full-time employment in the Milford Police Department.
2. **Job classification seniority**, which shall be determined by an employee's continuous length of full-time service in the job classifications of Sergeants and Patrol Officers grades within the Town of Milford Police Department.

B. Newly-hired probationary employees shall not be covered by this Agreement until they have completed their probationary period as defined in Article IV and have become permanent full-time employees, at which time their seniority shall be computed from the date of their original hire.

C.

1. In the event of a formal layoff specifically designated as such and authorized by the Selectmen in any of the job classifications set forth in Section A.2. above, employees with the least job seniority in that classification shall be laid off first and assigned to the next lower job classification, if any, for which they have the necessary qualifications.

However, a laid off employee shall not be assigned to any such lower job classification unless that employee has longer department seniority than other employees in the lower job classification. If an employee is assigned to work in a lower job classification on a permanent basis, said employee shall be compensated at the wage rate assigned to that lower classification.

Displaced employees in the lower job classification shall have the same rights of reassignment as set forth in this section to other lower job classifications, if any, provided any such displaced employee has the necessary qualification to perform the reassigned lower job.

2. In the event of a recall to work after a formal layoff, notices of recall shall be sent by certified or registered mail or telegram to such employees who are available in the inverse order of their layoff and who, in the opinion of the Selectmen, have the necessary qualifications to perform the work required. Such notice of recall shall be sent to the qualified employee's last known address as shown on the Town records. The recall notice shall state the time and date on which the employee is to report back to work.

1 Article VIII – Seniority, Layoff and Recall

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3 A recalled employee shall be given at least ten (10) work days' notice to  
4 report to work. In the event a recall is necessary on less than ten (10) work  
5 days' notice, the Town may call upon the laid off employees, either personally  
6 or by telephone, until an employee who, in the opinion of the Selectmen or  
7 the Selectmen's agent is qualified and able to return to work immediately is  
8 located. In such case, the qualified employee able to return to work  
9 immediately will be given a temporary assignment not to exceed ten (10)  
10 work days, and employees who are otherwise qualified to perform the work  
11 but were passed over because of their inability to return to work immediately  
12 will be given notice to report for work at the end of said ten (10) day period.

13 Qualified employees who have been given notices to report for work must  
14 make themselves available for such work assignment no later than the end of  
15 said ten (10) work day period after the notice has been given or they shall  
16 forfeit such seniority status as they have accrued with the Town. However,  
17 should there be no work assignment when the employee does report within  
18 the ten (10) days set forth herein, then the employee shall retain his seniority  
19 status and be entitled to another notice of recall.

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21 D. An employee shall lose seniority and shall no longer be covered by the provisions of  
22 this Agreement for, but not limited to, the following reasons.

- 23  
24 1. Discharge.  
25 2. Voluntary quit, resignation or retirement.  
26 3. Failure to respond to a notice of recall.  
27 4. Remaining on layoff for more than twelve (12) months.  
28 5. Illness or injury resulting in an inability to perform his or her work which lasts  
29 longer than twenty-four (24) months.  
30 6. Unauthorized leave of absence.  
31 7. Overstaying an authorized leave of absence.  
32 8. Giving a false reason for a leave of absence.  
33 9. Failure to return from layoff within ten (10) work days of notification of recall.  
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**ARTICLE IX**

**INSURANCE**

A. The Selectmen agree to provide Hospital/Medical Insurance currently offered by Primex Health through Harvard Pilgrim. Primex Health currently offers a Health Maintenance Organization Plan (HMO) and a Point of Service Plan (POS) and this coverage extends to an Indemnity Plan if one becomes available through the provider. The Town's contributions to these plans shall be as follows:

- Commencing April 1, 2006 the Town shall contribute ninety (90%) percent of the HMO plan premium's cost and the employees shall be responsible for ten (10%) percent of the premium's cost for single, 2-person and family coverage.
- Commencing April 1, 2007 the Town shall contribute eighty-five (85%) percent of the HMO plan premium's cost for either the \$250 or \$500 deductible plans as selected by the employees and the employees shall be responsible for fifteen percent (15%) of the premium's cost for single, 2-person and family coverage.

For future rate adjustments, the Town's and the Bargaining Unit members' contributions will change in direct proportional relation to the premium rate increase or decrease calculated on the Primex Health Plan selected by the employee. The employee is not limited to choosing any particular plan. If the employee chooses coverage other than an HMO plan, the employee will be solely responsible for the additional premium. This insurance coverage is for regular, full-time employees, their spouse and child(ren).

It is expressly agreed by the parties to this Agreement that the Selectmen may, in their sole discretion, obtain insurance from a different source, provided the benefits are comparable with those benefits provided by the policies referred to above.

B. As of the effective date of this Agreement, all full-time employees covered by this Agreement shall be covered with Term Life Insurance in the amount of two times their annual salary. Life Insurance coverage provided herein shall terminate upon termination of employment, for whatever reason, and it is agreed by the parties hereto that the Selectmen have the sole right to determine what source shall provide such term life insurance benefit.

C. The Selectmen agree to maintain in effect for full-time employees covered by this Agreement an Accident and Sickness Disability policy with benefits which are comparable to those benefits being provided by the accident and sickness disability insurance policy in effect as of the effective date of this Agreement. It is expressly agreed by the parties to this Agreement that the Selectmen may, in their sole discretion obtain such accident and sickness disability benefits from a different source, provided such benefits are comparable with those benefits being provided by the policy in effect as of the effective date of this Agreement.

1       ARTICLE IX - INSURANCE

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- 3       D.   The Selectmen agree to provide dental insurance for all permanent full-time  
4           employees covered by this Agreement. It is agreed that the coverage shall consist  
5           of a Basic Coverage A plan and a Basic Coverage B plan. These plans consist of  
6           the following: Coverage A covers one hundred (100%) percent of the cost of  
7           preventative treatment such as twice a year cleanings and once a year bitewing x-  
8           rays; Coverage B covers eighty (80%) percent of the cost of restorative treatment  
9           such as fillings, tooth extractions, periodontal work, etc. after a \$25.00 per  
10          calendar year deductible. It is expressly agreed by the parties to this Agreement  
11          that the Selectmen may, in their sole discretion obtain insurance from a different  
12          source, provided that the benefits are comparable to those benefits provided by  
13          the prior policy.
- 14       E.   It is expressly agreed by the parties to this Agreement that there will be an  
15          insurance committee established, with eight (8) members, four (4) from the Union  
16          and four (4) from management. The Union's committee shall be comprised of a  
17          Patrol Officer, a Sergeant, a Local Union representative, and a representative from  
18          Council 93. It is agreed that an AFSCME Staff representative, and/or a Union  
19          selected insurance expert may attend each meeting and participate in the Union  
20          caucuses. It is expressly agreed by the parties to this Agreement that, following  
21          the reporting out of the Committee's recommendations, the final authority to  
22          implement it rests with the Board of Selectmen.
- 23       F.   Complete details of the aforementioned insurance coverage(s) are contained in  
24          the Town of Milford's Section 125 Plan, which is available for review and is on file  
25          in the Human Resources office and are also outlined in individual employee policy  
26          documents.

1 **ARTICLE X**

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3 **VACATIONS**

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5 A. Full-time employees covered by this Agreement shall earn annual leave at the end  
6 of each completed month of service. Annual leave shall be cumulative to the  
7 maximum figures set forth below. In unusual circumstances, upon request by the  
8 employee and upon the recommendation of the Chief of Police, or his designee, and  
9 with the approval of the Board of Selectmen, individuals covered by this Agreement  
10 who are unable to take their annual leave may be reimbursed for the leave not  
11 taken. Annual leave shall be computed on the basis of a full-month of employment.  
12 Employees commencing employment prior to the 15th of the month, shall receive  
13 full credit for that month if they work the balance of that month. Employees  
14 commencing employment after the 15th of the month shall receive no annual leave  
15 credit for that month. Employees shall be entitled to annual leave as follows:

- 16
- 17 • Forty (40) hours (of the first year's eighty (80) hour allotment) upon the  
18 completion of six (6) months of continuous employment;
  - 19 • Eighty (80) hours upon the completion of one (1) full year of continuous  
20 employment with a maximum accumulation of one hundred and twenty (120)  
21 hours;
  - 22 • One Hundred and twenty (120) hours upon the completion of five (5) full  
23 years of continuous employment with a maximum accumulation of one  
24 hundred and eighty (180) hours;
  - 25 • One Hundred and sixty (160) hours upon the completion of ten (10) full years  
26 of continuous employment with a maximum accumulation of two hundred and  
27 forty (240) hours;
  - 28 • Two Hundred (200) hours upon the completion of twenty-five (25) full years of  
29 continuous employment with a maximum accumulation of two hundred and  
30 forty (240) hours.

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32 B. All requests for vacation shall be made no less than thirty (30) days prior to dates  
33 requested for vacation to the Chief of Police or his designee. In the event of a  
34 conflict between vacation dates requested by officers, Department seniority shall be  
35 used to award the dates requested. The Chief of Police, or his designee, shall notify  
36 the employee who requested vacation within seven (7) days of receipt of the  
37 employee's request as to whether or not this request has been approved.

38  
39 C. **Separation.** - Upon voluntary resignation without cause or upon retirement, a  
40 full-time, regular employee with more than six (6) months of accredited service will be  
41 paid a sum equivalent to the pay for the accumulated, but unused, annual leave. In the  
42 event of death of any employee while employed by the Town, a sum equal to the total  
43 number of hours of annual leave accrued, but unused, shall be paid to the estate of the  
44 employee. No vacation payment will be made to employees who do not complete  
45 probation.

**ARTICLE XI**

**HOLIDAYS**

A. The following holidays are recognized by the parties to this Agreement for full-time members of the Bargaining Unit:

1. New Years Day
2. Presidents' Day
3. Memorial Day
4. Independence Day
5. Labor Day
6. Columbus Day
7. Veterans Day
8. Thanksgiving
9. The day after Thanksgiving
10. Christmas Day

B. Full-time employees covered by this Agreement shall be entitled, per calendar year, to twenty (20) personal hours which shall be granted at the discretion of the Chief of Police, or his designee. A request for the granting of a Personal day must be made to the Chief or his designated representative at least seventy-two (72) hours prior to the commencement of the day requested unless it is an emergency situation. The Chief or his designee shall respond to said request within twenty-four (24) hours of receiving same.

C. If the employee is scheduled or required to work the scheduled holiday, he/she shall receive a full day's pay, currently ten (10) hours, as well as being compensated for the holiday as outlined in D below.

D. Full-time members of the Bargaining Unit shall receive a lump-sum payment for the above holidays during the second week of December each year.

E. If the Detective or Sergeant assigned to the Detective Division, or the Bargaining Unit Member assigned as the Prosecutor are scheduled or required to work the scheduled holiday, he/she shall receive a full day's pay, currently ten (10) hours, as well as being compensated for the holiday as outlined in D above. The Detective or Sergeant assigned to the Detective Division, or the Bargaining Unit Member assigned as the Prosecutor may take holidays off with pay with the approval of the Chief of Police, or his designee, but will not be paid for those holidays taken off with pay again with the December holiday pay.

F. The definition of a full-day is 10 hours per a 24-hour period for this Agreement.

**ARTICLE XII**

**SICK LEAVE**

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5 A. The Town of Milford recognizes that from time-to-time, employees may be unable to  
6 work because of illness or injury. The Town also recognizes that employees may  
7 require time off to secure necessary treatment for disabilities and ailments. For  
8 these reasons, the Town provides paid sick days to full-time regular employees.  
9 Long-term illnesses may be covered under the Town's Short-term Disability and  
10 Long-term Disability plans. Please consult the appropriate policies provided to you  
11 for further details regarding these plans.
- 12 B. An employee's sick leave may be used solely for that employee's own illness or  
13 injury, however, up to forty (40) hours of accrued sick leave may be utilized per year  
14 for the care of the employee's spouse, children or parent(s).
- 15 C. Employees working the standard forty (40) hour week are permitted to take up to  
16 one hundred and twenty (120) hours of sick time annually, to be pro-rated for  
17 employees working more or less than the standard work week. New employees  
18 shall accrue sick leave at a rate of ten (10) hours per month beginning the first of the  
19 month following the month of employment. Upon successful completion of the  
20 probationary period, the balance of the maximum one hundred and twenty (120)  
21 sick leave hours for the current sick leave year which had not yet accrued, will be  
22 credited to the employee's account. Probationary employees may not charge sick  
23 leave in advance of accrual. Probationary employees are not eligible for cash out of  
24 sick leave balances in December.
- 25 D. In the event that an employee uses sick leave in excess of eight (8) consecutive  
26 days and is enrolled in the Town of Milford Short-Term Disability Program, the Town  
27 shall pay the difference between that employee's weekly rate of pay (less legal  
28 payroll deductions) and the amount received by said employee pursuant to the  
29 Short-Term Disability Program, after the employee has exhausted all sick, personal,  
30 holiday and vacation time against which to charge payments, exempting at any  
31 given time, a current balance of not more than forty (40) hours of annual leave (pro-  
32 rated for non-standard work week).

33 Since disability income is subject to income tax, regular weekly pre-tax gross wages  
34 will be used as the basis of the calculation; overtime, bonuses, and other  
35 supplemental payments will not be included. An employee on Short-Term Disability  
36 leave will not receive a wage rate increase until said employee returns to full-time  
37 regular employment, said increase to be retroactive to April 1<sup>st</sup> subject to  
38 performance review.

39  
40 **NOTE:** The above provisions apply only to non-work related disabilities. Work-  
41 related injuries or illnesses are covered by the Town's Workers' Compensation  
42 Insurance policy and Paragraph E.

1 ARTICLE XII – SICK LEAVE  
2

3 E. In the event that an employee has been injured while in the performance of his/her  
4 duties, and that employee's Workers' Compensation Claim is accepted, then that  
5 employee shall be paid the difference between the employee's weekly rate of pay  
6 and the amount received by said employee pursuant to the Workers' Compensation  
7 Program (less legal payroll deductions, and less the amount of Federal Income Tax,  
8 FICA and Medicare the employee would have had withheld from his/her regular  
9 weekly pay) for a period not to exceed six (6) months from the date the injury  
10 occurred (excluding any waiting period required by Workers' Compensation law) -  
11 after the employee has exhausted all sick, personal, holiday, and vacation time  
12 against which to charge payments, exempting, at any given time, a current balance  
13 of not more than forty (40) hours of annual leave (pro-rated for non-standard work  
14 week). Regular weekly pre-tax gross wages will be used as the basis for the  
15 calculation-overtime, bonuses, and other supplemental payments will not be  
16 included. An employee on Workers' Compensation disability leave will not receive a  
17 wage rate increase until said employee returns to full-time, regular employment at  
18 which time said increase shall be retroactive to April 1<sup>st</sup> subject to performance  
19 review.

20 F. In December of each year, the Town will cash out any sick leave balance remaining  
21 in an employee's account as of November 30<sup>th</sup> of that year, in accordance with the  
22 following schedule.:

23

24	<u>SICK LEAVE HOURS USED</u>	<u>% OF BALANCE PAID</u>
25	0	50%
26	between 0 and 25 (including 25)	40%
27	between 25 and 50 (including 50)	30%
28	between 50 and 75 (including 75)	20%
29	between 75 and 120	10%

30  
31 Unused sick leave balances may not be carried from year to year. The sick leave  
32 year is December 1<sup>st</sup> through November 30<sup>th</sup>. Probationary employees are not  
33 eligible for cash out of sick leave balances in December. Employees terminating  
34 employment, if in good standing, or who die while in the employ of the Town, will be  
35 eligible for a cash out of their sick leave balance for that year, pro-rated for the  
36 number of full months of employment completed since December 1<sup>st</sup> of that sick  
37 leave year.

38  
39 G. Sick leave may be utilized for absences due to illness, injury, or exposure to  
40 contagious diseases endangering the health of other employees; when  
41 recommended by the attending physician; for medial, dental, or optical  
42 appointments with prior approval of the employee's supervisor, and for death within  
43 the immediate family in those rare cases where bereavement leave is not sufficient,  
44 as determined by the Chief of Police, or his designee. Sick leave shall be deducted  
45 on the basis of hours used.

1 ARTICLE XII – SICK LEAVE  
2

- 3 H. Notification of absence due to sickness shall be given to the Senior Officer on duty  
4 at the time of the call prior to the start of the shift except in case of an emergency. If  
5 the senior officer on duty / officer in charge is not available, the employee calling  
6 must ask to speak to one of the Captains, or, if they are unavailable, to the Chief. If  
7 the Captains or the Chief are working a shift they are considered to be the senior  
8 officer on duty / officer in charge for that shift and should be contacted regarding  
9 notification in the first instance. Repeat notification should be given for subsequent  
10 days of illness. Failure to report such absence may, at the discretion of the Chief of  
11 Police, or his designee, be charged to leave without pay. The on duty Senior Officer  
12 will then assess the need for additional manpower and, notify the Chief of Police, or  
13 a Captain of the situation.
- 14 I. Employees may be required to furnish to the Chief of Police, or his designee, a  
15 certificate from an attending physician or other licensed healthcare practitioner when  
16 sick leave exceeds five (5) consecutive work days, except that the Chief of Police, or  
17 his designee may, if concerned that an employee is not properly using Sick Leave,  
18 require that employee to provide a doctor's note or certificate for Sick Leave  
19 absences shorter than five (5) days. Such certificate shall contain a statement that,  
20 in the practitioner's professional judgment, sick leave, was, and is necessary. The  
21 Chief of Police, or his designee, will review such certification and determine whether  
22 it is adequate to justify the use of paid sick leave.
- 23 J. After consultation with the Chief of Police, or his designee, if an employee collecting  
24 Workers' Compensation benefits is capable of returning to work under the  
25 statutorily-authorized Temporary Alternate Duty Program, in the same capacity or  
26 another position within the Town, and the employee refuses to return to duty, the  
27 Chief of Police shall have the option of terminating that employee.
- 28 K. In accordance with Federal and State laws, a female employee who is unable to  
29 work due to pregnancy shall be considered temporarily disabled and shall be  
30 extended the same benefits and be subject to the same policies as any disabled  
31 employee. The employee shall submit documentation from her attending physician  
32 indicating the date she is no longer able to work and an estimated date at to when  
33 she will be able to resume her duties. When the actual return-to-work date is  
34 determined by the attending physician, it will be the employee's responsibility to so  
35 inform the Chief of Police, or his designee.
- 36 L. Parental Leave may be permitted under the auspices of the Town of Milford Family  
37 Medical Leave Act Policy. Employees who do not qualify for Family Medical Leave,  
38 may be permitted to use up to forty (40) hours of sick leave, if available, for this  
39 purpose upon request and with the authorization of the Chief of Police, or his  
40 designee.
- 41 M. An employee who utilizes sick leave on the day preceding or the day following  
42 vacation time shall not be compensated for said vacation time, unless sick leave is  
43 taken for pre-scheduled medical attention or the employee provides a Doctor's  
44 certification of illness or injury.

**ARTICLE XIII**

**BEREAVEMENT LEAVE**

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Full-time employees covered by this Agreement shall be entitled to forty (40) hours bereavement leave in the event of the death of a member of that employee's immediate family, spouse, spouse's immediate family, child, step-child, mother, father, sister, or brother, grandparents, mother-in law, father-in-law, brother-in-law, and sister-in-law, stepmother, stepfather, stepbrother and stepsister.

**ARTICLE XIV**

**UNIFORM ALLOWANCE**

A. The following items will be issued to each new employee covered by this Agreement upon being hired by the Milford Police Department:

- 4 Summer Shirts; 4 Winter Shirts
- 3 Pairs of poly dark blue pants with royal blue pin stripe
- 1 Dress Blouse
- 1 Department Holster; 4 Belt keepers; 1 handcuff pouch
- 2 Magazine holders; 1 Sam Browne Belt with Buckle
- 1 Department Leather Waist Jacket; 1 Raincoat Black/Orange
- 1 Five Star Cloth Hat; 1 Pair Peerless Hinged Handcuffs
- 2 Name Tags; 1 Pair Collar Brass (MPD); 3 Magazines for said weapon
- 1 expandable, impact police baton with holder; 1 black tie; 1 tie clip - Milford Police
- 1 Bullet-Proof Vest (soft body armor)
- 1 Department issued service weapon
- 1 Pair Gloves; 1 Pair Black Military Boots
- MPD Shoulder Patches to be sewn on the shoulders of all shirts & leather jacket
- Years of Service Pins and Sergeant stripes when needed, rank insignias
- Winter Hat
- Private Detail Fatigues
- All items so provided shall remain the property of the Town of Milford.

B. The Chief shall set aside Five Hundred Fifty (\$550.00) Dollars per calendar year, effective April 1, 2007, for each full-time employee covered by this Agreement who has finished one (1) full year of service, for the upkeep of that employee's uniform or job-related equipment. A credit system will be set up at a police distributor of the Chief's selection in the employee's name, and the employee will have discretion on items purchased. Employees need not have prior approval for purchases, but employees shall return receipts to the Chief or his designee. Any unexpended balance shall be used by the Selectmen for whatever purpose they deem advisable in their sole discretion.

2005-2009 POLICE UNION CONTRACT

1 C. The Town shall allot the sum of Six Hundred Fifty Dollars (\$650) for each  
2 employee's bullet-resistant vest every five (5) years from date of purchase. The  
3 officer may choose the style the officer prefers provided the chosen vest meets the  
4 minimum Threat Levels as established by the Chief of Police. Any cost over \$650  
5 must be approved by the Chief or his designee and shall be deducted from the  
6 employee's uniform allowance.

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**ARTICLE XV**

**PRIVATE DETAILS**

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- A. Employees covered by this Agreement who work Private Details will be compensated in accordance with the following schedule:
- Commencing April 1, 2006 - \$35.00 per hour;
  - Commencing April 1, 2007 - \$36.00 per hour; and
  - Commencing April 1, 2008 - \$37.00 per hour.
- B. An employee working a Private Detail shall be paid a minimum of three (3) hours at that employee's applicable rate of pay.

**ARTICLE XVI**

**CALL-BACK**

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7 A. Full-time employees covered by this Agreement who are called back to work after  
8 leaving the station at the end of their shift, and prior to the start of their next  
9 regularly-scheduled shift, or during any period of off-duty hours, shall be paid a  
10 minimum of three (3) hours at the rate of one and one-half (1 1/2) times their regular  
11 hourly rate of pay. Excluded from this call-back provision are calls made to an  
12 employee's home, previously scheduled or planned work, or time spent by an  
13 employee staying on duty at the end of that employee's regular shift. Court  
14 appearances will be included in the call-back provision. An employee who reports to  
15 work within one and one-half (1 1/2) hours before the scheduled shift will be paid for  
16 the actual time worked at time and one half. (e.g.: If a person is called in one and  
17 one-quarter hours before the start of the shift, that person will be paid for the one  
18 and one-quarter hours of work contiguous with his/her shift at time and one-half.)  
19 B. An employee who is required to perform training time during hours not regularly  
20 scheduled to work shall be paid a minimum of three (3) hours at the rate of one and  
21 one-half (1 1/2) times the employee's regular hourly rate of pay.

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ARTICLE XVII

RESIDENCY AND OUTSIDE EMPLOYMENT

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- A. **Residency.** All full-time officers covered by this Agreement shall reside within sixty (60) minutes of the Milford Police Station provided, however, that this provision may be waived by the Selectmen in their sole discretion. This Section shall not apply to employees who have established their current residence prior to January 1, 1991. This Section must be complied with no later than two (2) years from the employee's Date of Hire.
- B. **Outside Employment.** No full-time Patrol Officer or Sergeant shall accept any outside employment unless such employment is approved by the Chief of Police in his sole discretion. Except in police-related employment, no full-time Patrol Officer or Sergeant shall be granted permission to accept outside employment exceeding four (4) hours per scheduled working day.

ARTICLE XVIII

MILITARY SERVICE, EDUCATIONAL INCENTIVE,  
BULLETIN BOARD AND TRAINING COURSES

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6 A. **Military Service.** Military service shall be governed by existing law. When a full-  
7 time employee covered by this Agreement takes a leave of absence for the usual  
8 annual two (2) week military training period, the Town will pay the difference, if any,  
9 between the employee's military pay and that employee's regular week's pay  
10 received from the Town, less legal payroll deductions. This provision shall not apply  
11 to any other military call-up situation or leave of absence for military reasons.  
12 Employees shall furnish to the Chief of Police or Command Staff Officer a copy of  
13 their military orders for annual training and their weekend drill schedule within forty-  
14 eight (48) hours of receipt of said orders and schedule. Any change to the orders or  
15 schedule shall be provided to the Chief of Police or Command Staff Officer  
16 expeditiously upon receipt.
- 17 B. **Educational Incentive:** Upon completion of the probationary period with the Milford  
18 Police Department, full-time Patrol Officers and Sergeants shall receive, in addition  
19 to their regular week's pay, Ten (\$10.00) Dollars per week if they have an  
20 Associates Degree, or Twenty (\$20.00) Dollars per week if they have a Bachelors  
21 Degree in any police work-related field as specified by the Chief of Police.
- 22 C. **Educational Allowance.**
- 23 1. An allocation of Five Thousand (\$5,000) Dollars will be included each year in  
24 the Police Department budget to provide payment of tuition to members of  
25 the bargaining unit who participate in approved course work when the  
26 member has matriculated at an accredited college or university in a police  
27 science or police administration degree program and/or in courses in police  
28 science and police administration at an accredited college or university which  
29 courses are designed to increase the employee's proficiency in present or  
30 future Departmental assignments. Reimbursement to approved applicants  
31 will depend upon successful completion of course work with a final grade of  
32 "C" or better. The reimbursement shall be for tuition only and shall not  
33 include books, lab fees, and other course related expenses.
  - 34 2. Scheduling conflicts in order to accommodate attendance at classes will be  
35 resolved at the Chief's or Command Staff Officer's discretion. Course  
36 attendance will incur no overtime liability and classes will not be taken on  
37 Town time.
  - 38 3. Upon degree completion and successful completion of the probationary  
39 period, a member shall be eligible for incentive pay as outlined in Paragraph  
40 B above.
  - 41 4. The program will be administered by a joint committee composed of equal  
42 numbers of union-elected representatives and management-appointed  
43 representatives. The joint committee will develop administrative guidelines  
44 and deadlines, employee application procedures, and will publicize the  
45 program and the related policies.

1 ARTICLE XVIII - MILITARY SERVICE, EDUCATIONAL INCENTIVE, BULLETIN  
2 BOARD AND TRAINING COURSES  
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4 5. Seniority will be the determining factor and the following procedure will be  
5 applied:

- 6 a. All members of the Bargaining Unit will be afforded an equal  
7 opportunity to be eligible.
- 8 b. Applicants for tuition reimbursement will be screened by the "joint  
9 management/labor committee." If all members apply and are accepted  
10 by the committee, the formula will divide money equally among unit  
11 members not to exceed \$5,000.
- 12 c. After all Unit members have had an opportunity to apply for  
13 reimbursement for tuition, should any funds remain the remaining  
14 funds will be disbursed equally amongst the remaining applicants by  
15 seniority and in no case will exceed actual tuition costs.
- 16 d. The joint labor/management committee will be the final decision-  
17 making body in all cases of appeal.
- 18 e. All policies and procedures shall be administered by the joint  
19 labor/management committee.

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21 D. **Bulletin Board:** The Department shall provide space for a bulletin board for posting  
22 notices of the Department addressed to the employees and noticed of the Union  
23 addressed to its members. The Department shall locate its bulletin board at a  
24 convenient place within the Department. No Union notice shall be posted in or  
25 around the Department's property, except on such bulletin board, and no notice  
26 shall be posted until it has been signed by the Chapter Chairperson of the Union  
27 and has received the prior approval of the Chief of Police or his designee. The  
28 Union shall not post any material which is derogatory to the management of the  
29 Department or to the Selectmen of the Town of Milford, or which is libelous,  
30 detrimental to the relationship between the parties or of an advertising or political  
31 nature.  
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ARTICLE XIX

GRIEVANCE PROCEDURE

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- A. For the purpose of this contract, a grievance is defined as a written dispute, claim or complaint which arises under and during the term of this Agreement and which is filed and signed by either an employee in the Bargaining Unit or the Union, specifying the names of the Bargaining Unit employees involved, the date(s) of the alleged offense(s) and the specific contract provision(s) violated. Grievances are limited to matters of interpretation or application of specific provisions of this Agreement and must set forth the date of the alleged offense and the nature of the grievance including the contract provision violated.
  - B. Whenever an employee in the Bargaining Unit has a grievance as defined above, the following procedure shall be utilized or such grievance shall be deemed waived.
    - 1. The employee involved and the steward shall file the grievance in writing with the Chief of Police within twelve (12) calendar days from the date of the event which gave rise to the alleged grievance. The Chief of Police shall render a decision within seven (7) calendar days after the grievance was presented.
    - 2. If the grievant is not satisfied with the disposition of the grievance by the Chief of Police, or if no decision has been reached within seven (7) calendar days after filing with the Chief of Police, the grievant or the Union may file the grievance with the Selectmen within fourteen (14) calendar days after said grievance was filed with the Chief of Police. The Selectmen shall meet with the grievant and the Union's representative(s) within fourteen (14) calendar days after submission of said grievance to the Selectmen.
    - 3. Any mutually-satisfactory disposition reached as a result of action taken in Section B above shall be final and binding upon the parties as to the matter in dispute and the Selectmen, the Union and the griever shall thereafter comply in all respects with the result of such disposition.
  - C. If the grievance is not reported and/or processed within the time limits set forth in Section B above, the matter shall be dismissed and no further action will be taken with respect to such grievance.
  - D. Should any grievance arise which cannot be settled within the scope of the foregoing sections of this Article, the Union, on behalf of the grievant may submit such grievance to arbitration as follows:

1 ARTICLE XIX – GRIEVANCE PROCEDURE

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3 1. If the Union is not satisfied with the disposition of the grievance by the  
4 Selectmen or if no decision has been rendered within nine (9) calendar  
5 days after the meeting at which the Selectmen originally considered said  
6 grievance, the Union may submit in writing a request to the Public  
7 Employee Labor Relations Board to appoint an arbitrator to resolve said  
8 grievance in accordance with the rules and regulations of the American  
9 Arbitration Association within fourteen (14) days after the meeting at  
10 which the Selectmen originally considered such grievance. If the Union  
11 fails to submit such written request for the appointment of an arbitrator to  
12 the Public Employee Labor Relations Board within said fourteen (14)  
13 days, the grievance shall be deemed abandoned and no further action  
14 shall be taken with respect to such grievance.

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

23 3. The decision of the arbitrator shall be advisory only, but should the  
24 Selectmen refuse fully to abide by an Arbitration Award, then the parties  
25 agree to reopen negotiations on the issue of binding arbitration and go  
26 directly to a fact-finding proceeding. The parties will select a Factfinder by  
27 mutual agreement. In the event that such agreement is not reached, the  
28 PELRB shall appoint a Factfinder.

29 E. The expenses of the arbitrator shall be borne by the party against whom the  
30 arbitrator has found. No costs shall be incurred by the party in whose favor the  
31 arbitrator makes his finding.

32 F. Nothing contained herein shall be construed as limiting the right of any employee  
33 having a grievance to discuss the matter informally with an appropriate member  
34 of the Milford Police Department, and having the grievance adjusted without the  
35 intervention of the Union, provided the adjustment is not inconsistent with the  
36 terms of this Agreement and that the Union has been given the opportunity to be  
37 present at such adjustment and to state its views.

ARTICLE XX

SAFETY ISSUES

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7 A. The Union, by and through a duly authorized and recognized member of the  
8 Bargaining Unit, shall have the right to present any issue which may compromise  
9 the safety and well-being of its members during their hours of employment.
- 10 B. Safety concerns must be presented in writing to the Chief. The Chief will respond to  
11 the Union in writing within seven (7) days as to how the safety concern will be  
12 resolved.
- 13 C. If the issue demands immediate action or remedy so that an employee covered by  
14 this Agreement may continue performing his/her job safely and without the potential  
15 for unnecessary harm, said employee will present the issue verbally to the Chief or  
16 his designee. Appropriate action will then be taken by the Chief or his designee so  
17 that the safety of said employee is not compromised. Following notification by the  
18 employee to the Chief or his designee, the Union will subsequently issue a written  
19 notice regarding said safety concern.
- 20 D. If the action taken by the Chief or his designee does not allow for adequate  
21 resolution of the issue, the Union may present the issue and its recommendations to  
22 the Town Safety Committee. Both parties shall agree to accept the  
23 recommendations of the Town Safety Committee.
- 24 E. Use of Privately-Owned Vehicle on Police Business. It is acknowledged that  
25 there are instances where members of the bargaining unit will be using privately-  
26 owned vehicles (POV) for functions or purposes authorized by the Chief of Police or  
27 designee. There may be instances where this POV is damaged in the fulfillment of  
28 the authorized function or purpose. If damage occurs to the POV and the member  
29 of the bargaining unit is found not to be criminally at fault and the activity is one that  
30 was authorized by the Chief of Police or designee, or is a normal police purposeful  
31 act, or is considered to be an emergency law enforcement activity or one of mutual  
32 aid, the Town will consider on a case by case basis assisting the individual member  
33 of the bargaining unit with costs not covered by the member's own insurance.  
34 Mileage is reimbursed at the established IRS rate for uses of the POV when  
35 authorized by the Chief of Police or his designee.

**ARTICLE XXI**

**PROMOTIONS**

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A. Employees must have two (2) years or more experience as a full-time police officer with the Milford Police Department and a minimum of four (4) years experience as a full-time police officer to be eligible to apply for promotion.

B. Applicants must receive a seventy (70%) percent or higher grade on the written examination, selected by the Chief of Police, or his designee.

C. Applicants must receive the equivalent of seventy (70%) percent or higher grade on the oral examination from members of the Oral Board selected by the Chief of Police, or his designee.

D. Applicant's personnel files may be reviewed and considered in determining eligibility.

E. The promotion score shall be computed as follows:

Written Exam	40%
Oral Exam	40%
Chief's Recommendation	20%

F. One-half (0.5) point shall be added to the combined scores for each year spent with the Milford Police Department on a full-time basis.

G. The final selection is to be made by the Board of Selectmen from the list of qualified candidates as submitted by the Chief of Police, or his designee, to the Board.

ARTICLE XXII

DISCIPLINARY PROCEDURES

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

9 B.

10 1. All suspension and discharges shall be stated in writing and the reasons  
11 stated and a copy given to the employee(s) at the time of discharge and the  
12 Union within five (5) work days from the date of suspension or discharge.

13 2. If the Department does not follow Section B. above in the case of  
14 suspension, then it shall be deemed that the suspension is without merit.  
15 When Section B1 above is not followed in the case of a discharge, said  
16 discharge shall be changed to a two (2) week suspension which shall be  
17 grievable.

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

- 19 1. Verbal Warning  
20 2. Written Warning  
21 3. Suspension without Pay  
22 4. Discharge

23 However, the above sequence may be by-passed if an infraction is sufficiently  
24 severe to merit a higher level of disciplinary action.

25 D. No employee shall be penalized, disciplined, suspended or discharged without just  
26 cause.

27 E. Employees who are absent from work for more than five (5) working days and who  
28 have not been granted a leave of absence during that period, or who do not present  
29 justifiable evidence showing they were unable to report, shall be deemed to have  
30 quit.

31 F. The personnel record of an employee will be cleared of oral and written reprimands  
32 after a period of one (1) year from the date of the reprimand, provided there are no  
33 similar infractions committed during the intervening period.

34 G. The personnel record of an employee will be cleared of suspension notices after a  
35 period of five (5) years from the date of suspension, provided there are no similar  
36 infractions committed during the intervening period.

1 ARTICLE XXII - DISCIPLINARY PROCEDURES

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3 H. The Town shall provide a reasonable opportunity to the employee who so requests  
4 to inspect his employee personnel file and, further, upon request, provide such  
5 employee with a copy of all or part of such file. The Town may charge the employee  
6 a fee reasonably related to the cost of supplying the requested documents,  
7 however, the aforementioned does not in any way require the Town to disclose  
8 information in the personnel file of the requesting employee who is the subject of an  
9 investigation at the time of his/her request if disclosure of such information would  
10 prejudice law enforcement; or information relating to a government security  
11 investigation.

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**ARTICLE XXIII**

**SEPARABILITY AND EXPENDITURES OF PUBLIC FUNDS**

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- A. This Agreement represents the entire agreement and final resolution of all matters in dispute whether raised during negotiations or otherwise 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 the Agreement and application thereof shall continue in full force and effect. 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 concession in order to reach agreement on the article, section or portion of this Agreement in question.
  
- B. Any agreement reached which requires the expenditure of public funds for its implementation shall not be binding upon the Employer unless, and until the necessary specific appropriations have been made at the Annual Town Meeting. The Employer shall make a good-faith effort to secure the funds necessary to implement said agreement at said Annual Town Meeting. If such funds are not forthcoming, the Employer and the Union shall resume negotiations regarding the matters affected.

ARTICLE XXIV

DURATION

The provisions of this Agreement shall be effective when executed and shall continue and remain in full force and effect until Midnight March 31, 2009 unless otherwise specified by and contained within this Agreement.

SIGNATURES

IN WITNESS WHEREOF the parties have hereunto set their hands and seals by their duly authorized officers and representatives this 3<sup>rd</sup> day of April 2007.

TOWN OF MILFORD

LOCAL 3657, COUNCIL #93, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL/CIO

By:

By:

  
Milford Police Chief

  
Chairman, Milford Police Bargaining Unit, Local 3657

BOARD OF SELECTMEN SIGNATURE PAGE

TOWN OF MILFORD

AND

LOCAL 3657 OF THE

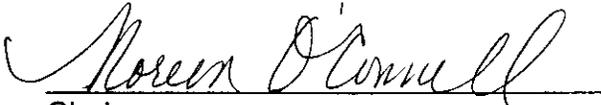
AMERICAN FEDERATION OF

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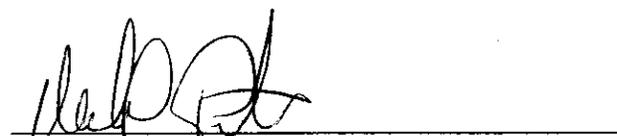
Chairman

  
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Vice-Chairman

  
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Selectman

  
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Selectman

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Selectman

Dated this 26<sup>th</sup> day of March 2007.