2009 - 2014

Effective 1 April 2009
Expires 31 March 2014

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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2009-2014 POLICE UNION CONTRACT

PREAMBLE

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

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
- Juvenile Officer

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

- Chief of Police
- Captain(s)
- All full-time Sergeants
- 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.

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.

ARTICLE V

DEDUCTIONS

A. The Selectmen agree to deduct dues for Local 3657 of the American Federation of State, County and Municipal Employees, AFL/CIO from the wages of bargaining unit employees if said employees individually and voluntarily authorize such deductions in writing to the Selectmen. Deductions shall be made on a bi-weekly basis and sent monthly to the Treasurer of Local 3657. The Union shall inform the Selectmen annually during the month of December of the correct name and address of said Treasurer and will certify in writing to the Selectmen the forthcoming rate of dues for the next calendar year.

B. If any employee who has voluntarily authorized the deduction of dues has no check coming or if that employee's check is not large enough to satisfy the dues, then no deduction will be made. In no case shall the Selectmen collect or attempt to collect fines and/or assessments for the Union beyond the regular membership dues.

C. Any employee who wishes to have the Selectmen discontinue the deduction of dues may do so provided such employee notifies the Director of Human Resources of that employee's desire to discontinue deductions within the thirty-day (30) period immediately preceding the annual anniversary date of the contract. Therefore, since the anniversary date of the contract is April 1st in any year, then an employee who desires to have the deduction of dues discontinued must notify the Director of Human Resources during the thirty-day (30) period immediately preceding April 1st in any year during the term of this Agreement.

The Union agrees to post a notice on the bulletin board immediately preceding the annual withdrawal period referred to in the preceding paragraph advising all Bargaining Unit employees that they may discontinue the deduction of dues by notifying the Director of Human Resources during said thirty-day (30) period. If the Union fails or neglects to post such notice, then, notwithstanding the provisions of the preceding paragraph, the discontinuance of the deduction of dues may be made during the thirty-day (30) withdrawal period and any time after the anniversary date of the contract.

The Director of Human Resources will notify the Treasurer of Local 3657 in writing within fourteen (14) days of the cancellation of a dues deduction authorization by an employee who has previously signed an authorization for such deduction.

D. Should there be a dispute between an employee, the Union and/or the Selectmen over the matter of deductions, the Union agrees to defend, indemnify and hold the Selectmen of the Town of Milford harmless in any such dispute.

E. Nothing in this Article shall be interpreted as requiring membership in the Union or the deduction of dues by any bargaining unit employee.

ARTICLE VI

WAGES

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 pay grade 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, pay grade will be determined by a minimum level of full-time experience combined with demonstrated proficiency for the level/pay grade sought by the individual. This proficiency will be measured by the ability to carry practical job-related factors and written examination materials. The new pay grade structure will be comprised of the following: (*please refer to the following page)*

ARTICLE VI - WAGES

Pay Grade	Time in Service	Merit Conditions
Probationary Patrol Officer	Start	Pass hiring process and selection
Patrol Officer 3rd Class	1 Year	Successfully complete NH Police Academy and probation
Patrol Officer 2nd Class	3 Years	Successful completion of Patrol Officer 2nd Class exam as provided by the Milford Police Department. 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 1st Class	6 Years	Pass Sergeants Examination. Have successfully completed Patrol Officer 2nd 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. 2 Years as Patrolman assigned to the Detective Division. Pass Oral Selection Process. Chief's Selection.

ARTICLE VI - WAGES

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

Merit Based Pay Grade System	**4/1/09** 0%	**4/1/10** 0%	**4/1/11** 2%	**4/1/12** 3%	**4/1/13** % TBD**
PATROL OFFICER					
Probationary Patrol Officer	700.92	700.92	714.94	736.40	
Patrol Officer 3rd Class	822.27	822.27	838.71	863.88	
Patrol Officer 2nd Class	930.09	930.09	948.69	977.15	
Patrol Officer 1st Class	988.17	988.17	1,007.93	1,038.17	
DETECTIVE *	1,021.59	1,021.59	1,036.78	1,067.02	

* Detective's salary based on $1,500 added to Patrol Officer 1st class.

** Effective April 1, 2013, performance-based increase with "me too" clause based on % increase approved by the Milford Board of Selectmen for all other employees with "sunset clause" of March 31, 2014.

ARTICLE VI - WAGES

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

E. **General**.

1. All employees covered by this Agreement must complete one (1) year of service at the pay grade attained before proceeding to the next eligible pay grade. This increase in pay grade will take effect the first full pay period following the anniversary of the employee's "Date of Hire" as defined in paragraph 2.

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

F. **Experienced Hiring**. All newly-hired, experienced employees will be placed on the pay grade system, taking into account their experience as determined by the Chief of Police, not to exceed four (4) years of credit for full-time prior service effective with this Collective Bargaining Agreement, with ratification by the Selectmen and such placement will not be subject to the grievance procedure of Article XIX. The employee's placement on the pay grade system will be determined by the Chief of Police. Part-time employment will not be credited.

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

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

ARTICLE VII

HOURS OF WORK

A. **Schedule**.

1. The patrol officers 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 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.
4. The Detective 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 1300 to 2300. 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.

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 classification of Patrol Officer's grade 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.

Article VIII – Seniority, Layoff and Recall

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

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

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

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

ARTICLE IX

INSURANCE

A. The Selectmen agree to provide Hospital/Medical Insurance currently offered by the Local Government Center through Anthem. LGC 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:

- The Town shall contribute eighty-five (85%) percent of the HMO plan premium's cost for the $1,000 deductible plan (with the Town of Milford currently reimbursing up to $750 per calendar year per occurrence) and the employee 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 LGC 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.

ARTICLE IX - INSURANCE

D. The Selectmen agree to provide dental insurance for all permanent full-time employees covered by this Agreement. It is agreed that the coverage shall consist of a Basic Coverage A plan and a Basic Coverage B plan. These plans consist of the following: Coverage A covers one hundred (100%) percent of the cost of preventative treatment such as twice a year cleanings and once a year bitewing x-rays; Coverage B covers eighty (80%) percent of the cost of restorative treatment such as fillings, tooth extractions, periodontal work, etc. after a $25.00 per calendar year deductible. It is expressly agreed by the parties to this Agreement that the Selectmen may, in their sole discretion obtain insurance from a, dependable dental insurance provider provided that the benefits are comparable to those benefits provided by the prior policy.

E. It is expressly agreed by the parties to this Agreement that there will be an insurance committee established, with eight (8) members, four (4) from the Union and four (4) from management. The Union's committee shall be comprised of a Patrol Officer, a Local Union representative, and a representative from Council 93. It is agreed that an AFSCME Staff representative, and/or a Union selected insurance expert may attend each meeting and participate in the Union caucuses. It is expressly agreed by the parties to this Agreement that, following the reporting out of the Committee's recommendations, the final authority to implement it rests with the Board of Selectmen.

F. Complete details of the aforementioned insurance coverage(s) are contained in the Town of Milford's Section 125 Plan, which is available for review and is on file in the Human Resources office and are also outlined in individual employee policy documents.

ARTICLE X

VACATIONS

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

- Forty (40) hours (of the first year's eighty (80) hour allotment) upon the completion of six (6) months of continuous employment;
- Eighty (80) hours upon the completion of one (1) full year of continuous employment with a maximum accumulation of one hundred and twenty (120) hours;
- One Hundred and twenty (120) hours upon the completion of five (5) full years of continuous employment with a maximum accumulation of one hundred and eighty (180) hours;
- One Hundred and sixty (160) hours upon the completion of ten (10) full years of continuous employment with a maximum accumulation of two hundred and forty (240) hours;
- Two Hundred (200) hours upon the completion of twenty-five (25) full years of continuous employment with a maximum accumulation of two hundred and forty (240) hours.

B. All requests for vacation shall be made no less than twenty-one (21) days prior to dates requested for vacation to the Chief of Police or his designee. In the event of a conflict between vacation dates requested by officers, Department seniority shall be used to award the dates requested. The Chief of Police, or his designee, shall notify the employee who requested vacation within seven (7) days of receipt of the employee's request as to whether or not this request has been approved.

C. **Separation.** - Upon voluntary resignation without cause or upon retirement, a full-time, regular employee with more than six (6) months of accredited service will be paid a sum equivalent to the pay for the accumulated, but unused, annual leave. In the event of death of any employee while employed by the Town, a sum equal to the total number of hours of annual leave accrued, but unused, shall be paid to the estate of the employee. No vacation payment will be made to employees who do not complete 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. With approval by the Chief or his designee, probationary employees may use up to ten (10) hours of personal time after ninety (90) days and the balance of ten (10) hours after one hundred and eighty (180) days or twenty (20) hours after one hundred and eighty (180) days.

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 any other member assigned to the Detective Division 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 above. The Detective or any other member assigned to the Detective Division 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

A. The Town of Milford recognizes that from time-to-time, employees may be unable to work because of illness or injury. The Town also recognizes that employees may require time off to secure necessary treatment for disabilities and ailments. For these reasons, the Town provides paid sick days to full-time regular employees. Long-term illnesses may be covered under the Town's Short-term Disability and Long-term Disability plans. Please consult the appropriate policies provided to you for further details regarding these plans.

B. An employee's sick leave may be used solely for that employee's own illness or injury, however, up to forty (40) hours of accrued sick leave may be utilized per year for the care of the employee's spouse, children or parent(s).

C. Employees working the standard forty (40) hour week are permitted to take up to one hundred and twenty (120) hours of sick time annually, to be pro-rated for employees working more or less than the standard work week. New employees shall accrue sick leave at a rate of ten (10) hours per month beginning the first of the month following the month of employment. Upon successful completion of the probationary period, the balance of the maximum one hundred and twenty (120) sick leave hours for the current sick leave year which had not yet accrued, will be credited to the employee's account. Probationary employees may not charge sick leave in advance of accrual. Probationary employees are not eligible for cash out of sick leave balances in December.

D. In the event that a full-time regular employee uses sick leave in excess of eight (8) consecutive calendar days and is enrolled in the Town of Milford Short-Term Disability Program, the Town shall pay the difference between that employee's weekly rate of pay (less legal payroll deductions) and the amount received by said employee pursuant to the Short-Term Disability Program, after the employee has exhausted all sick, personal, holiday and vacation time against which to charge payments, exempting at any given time, a current balance of not more than forty (40) hours of annual leave (pro-rated for non-standard work week).

If an employee who returns to work following a six-month Short-term Disability Leave should have to go out on another Short-term Disability (for the same condition) within ninety (90) days of that employee's return to work from the first Short-term Disability Leave, then the Town will treat this event as the employee being on Long-term Disability and will not again make the employee "whole" during this second period of Short-term Disability absence except that the employee may use any unused leave time he/she may have available against which to charge time. In this instance, accumulation of all types of leave benefits will cease and insurance coverage will remain in effect only with the direct pre-payment by the employee, to the Finance Department, of the employee's usual and customary share of the monthly insurance premium(s) during the period of the Short-term disability."

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

NOTE: The above provisions apply only to non-work related disabilities. Work-related injuries or illnesses are covered by the Town's Workers' Compensation Insurance policy and Paragraph E. The made whole provisions of this section do not apply to probationary employees.

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

F. Effective January 1, 2012, all AFSCME members will transition to the Town of Milford's sick leave plan as follows:

Regular full-time employees working the standard forty (40) hour week are permitted to take up to eight (8) days of sick time annually (80 hours for employees who work 4 X 10 and 64 hours for employees who work 5 X 8), to be prorated for employees working more or less than the standard work week. Probationary employees may not charge sick leave in advance of accrual.

If an employee uses no sick time during the year, the eight (8) days would be converted to 40 hours (4 days for 10/hr/day or 5 days for 8/hrday) of vacation time the following year, with the remaining time (40 hours for 10/hr/day and 24 hours for 8/hr/day) available to go into a "bank" system. An employee will be allowed to "bank" up to a maximum of 15 days of sick time (in addition to the 8 sick days allowed each year) in order to have time against which to be made "whole" during a period of short-term disability or worker's compensation.

If any sick time is used during the year, there would be a corresponding loss of sick time. The first charge would be made against the banked time (maintaining the 40 hours of vacation time) and if more than 40 hours (for 10/hr/day) or 24hours (for 8/hr/day) is used, all remaining time will be charged against vacation time.

With the addition of up to one additional week of vacation time if no sick time was used during the year and an employee was already at maximum accumulation, maximum accumulation would then be increased by 40 hours as shown below:.

Years of Service as of Anniversary Date	***Annual Vacation Allowance***	***Maximum Accumulation***
1 through 5	80 hours (+ up to 40)	160 hours (120 + 40)
6 through 10	120 hours (+ up to 40)	220 hours (180 + 40)
11 through 25	160 hours (+ up to 40)	280 hours (240 + 40)
26 and over	200 hours (+ up to 40)	280 hours (240 + 40)

NOTE: No cash out of sick time or "banked" time would be made at termination or retirement.

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

H. Notification of absence due to sickness shall be given to the Senior Officer on duty at the time of the call prior to the start of the shift except in case of an emergency. If the senior officer on duty / officer in charge is not available, the employee calling must ask to speak to one of the Captains, or, if they are unavailable, to the Chief. If the Captains or the Chief are working a shift they are considered to be the senior officer on duty / officer in charge for that shift and should be contacted regarding notification in the first instance. Repeat notification should be given for subsequent days of illness. Failure to report such absence may, at the discretion of the Chief of Police, or his designee, be charged to leave without pay. The on duty Senior Officer will then assess the need for additional manpower and, notify the Captain or the Chief of Police of the situation.

I. Employees may be required to furnish to the Chief of Police, or his designee, a certificate from an attending physician or other licensed healthcare practitioner when sick leave exceeds five (5) consecutive work days, except that the Chief of Police, or his designee may, if concerned that an employee is not properly using Sick Leave, require that employee to provide a doctor's note or certificate for Sick Leave absences shorter than five (5) days. Such certificate shall contain a statement that, in the practitioner's professional judgment, sick leave, was, and is necessary. The Chief of Police, or his designee, will review such certification and determine whether it is adequate to justify the use of paid sick leave.

J. After consultation with the Chief of Police, or his designee, if an employee collecting Workers' Compensation benefits is capable of returning to work under the statutorily-authorized Temporary Alternate Duty Program, in the same capacity or another position within the Town, and the employee refuses to return to duty, the Chief of Police shall have the option of terminating that employee.

K. In accordance with Federal and State laws, a female employee who is unable to work due to pregnancy shall be considered temporarily disabled and shall be extended the same benefits and be subject to the same policies as any disabled employee. The employee shall submit documentation from her attending physician indicating the date she is no longer able to work and an estimated date at to when she will be able to resume her duties. When the actual return-to-work date is determined by the attending physician, it will be the employee's responsibility to so inform the Chief of Police, or his designee.

L. Parental Leave may be permitted under the auspices of the Town of Milford Family Medical Leave Act Policy. Employees who do not qualify for Family Medical Leave, may be permitted to use up to forty (40) hours of sick leave, if available, for this purpose upon request and with the authorization of the Chief of Police, or his designee.

M. An employee who utilizes sick leave on the day preceding or the day following vacation time shall not be compensated for said vacation time, unless sick leave is taken for pre-scheduled medical attention or the employee provides a Doctor's certification of illness or injury.

ARTICLE XIII

BEREAVEMENT LEAVE

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. Appropriate initial uniform equipment purchased for each new employee covered by this Agreement upon being hired by the Milford Police Department is to be at the determination of the Chief of Police.

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.

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

ARTICLE XV

PRIVATE DETAILS

A. Employees covered by this Agreement who work Private Details will be compensated in accordance with the following schedule:

- Rate established as of April 1, 2008 - $37.00 per hour
- 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

A. Full-time employees covered by this Agreement who are called back to work after leaving the station at the end of their shift, and prior to the start of their next regularly-scheduled shift, or during any period of off-duty hours, shall be paid a minimum of three (3) hours at the rate of one and one-half (1 1/2) times their regular hourly rate of pay. Excluded from this call-back provision are calls made to an employee's home, previously scheduled or planned work, or time spent by an employee staying on duty at the end of that employee's regular shift. Court appearances will be included in the call-back provision. An employee who reports to work within one and one-half (1 1/2) hours before the scheduled shift will be paid for the actual time worked at time and one half. (e.g.: If a person is called in one and one-quarter hours before the start of the shift, that person will be paid for the one and one-quarter hours of work contiguous with his/her shift at time and one-half.)

B. An employee who is required to perform training time during hours not regularly scheduled to work shall be paid a minimum of three (3) hours at the rate of one and one-half (1 1/2) times the employee's regular hourly rate of pay.

ARTICLE XVII

MILITARY SERVICE, EDUCATIONAL INCENTIVE, BULLETIN BOARD AND TRAINING COURSES

A. **Military Service**. Military service shall be governed by existing law. When a full-time employee covered by this Agreement takes a leave of absence for the usual annual two (2) week military training period, the Town will pay the difference, if any, between the employee's military pay and that employee's regular week's pay received from the Town, less legal payroll deductions. This provision shall not apply to any other military call-up situation or leave of absence for military reasons. Employees shall furnish to the Chief of Police or Command Staff Officer a copy of their military orders for annual training and their weekend drill schedule within forty-eight (48) hours of receipt of said orders and schedule. Any change to the orders or schedule shall be provided to the Chief of Police or Command Staff Officer expeditiously upon receipt.

B. **Educational Incentive**: Upon completion of the probationary period with the Milford Police Department, full-time Patrol Officers shall receive, in addition to their regular week's pay, Ten ($10.00) Dollars per week if they have an Associates Degree, ~~or~~ Twenty ($20.00) Dollars per week if they have a Bachelors Degree, or Thirty (30) Dollars per week if they have a Masters Degree in any police work-related field as specified by the Chief of Police.

C. **Educational Allowance**.

1. An allocation of Five Thousand ($5,000) Dollars will be included each year in the Police Department budget to provide payment of tuition to members of the bargaining unit who participate in approved course work when the member has matriculated at an accredited college or university in a police science or police administration degree program and/or in courses in police science and police administration at an accredited college or university which courses are designed to increase the employee's proficiency in present or future Departmental assignments. Reimbursement to approved applicants will depend upon successful completion of course work with a final grade of "C" or better. The reimbursement shall be for tuition only and shall not include books, lab fees, and other course related expenses.

2. Scheduling conflicts in order to accommodate attendance at classes will be resolved at the Chief's or Command Staff Officer's discretion. Course attendance will incur no overtime liability and classes will not be taken on Town time.

3. Upon degree completion and successful completion of the probationary period, a member shall be eligible for incentive pay as outlined in Paragraph B above.

4. The program will be administered by a joint committee composed of equal numbers of union-elected representatives and management-appointed representatives. The joint committee will develop administrative guidelines

and deadlines, employee application procedures, and will publicize the program and the related policies.

5. Seniority will be the determining factor and the following procedure will be applied:

   a. All members of the Bargaining Unit will be afforded an equal opportunity to be eligible.

   b. Applicants for tuition reimbursement will be screened by the "joint management/labor committee." If all members apply and are accepted by the committee, the formula will divide money equally among unit members not to exceed $5,000.

   c. After all Unit members have had an opportunity to apply for reimbursement for tuition, should any funds remain the remaining funds will be disbursed equally amongst the remaining applicants by seniority and in no case will exceed actual tuition costs.

   d. The joint labor/management committee will be the final decision-making body in all cases of appeal.

   e. All policies and procedures shall be administered by the joint labor/management committee.

D. **Field Training Officer:** When a member of the Bargaining Unit functions as a Field Training Officer (FTO), he/she shall receive an additional one ($1.00) dollar per hour for every hour that he/she performs the duties of the FTO.

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

ARTICLE XVIII

GRIEVANCE PROCEDURE

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 or designee shall render a decision within twelve (12) 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 is rendered within twelve (12) 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:

ARTICLE XIX – GRIEVANCE PROCEDURE

1. If the Union is not satisfied with the disposition of the grievance by the Selectmen or if no decision has been rendered within nine (9) calendar days after the meeting at which the Selectmen originally considered said grievance, the Union may submit in writing a request to the Public Employee Labor Relations Board to appoint an arbitrator to resolve said grievance in accordance with the rules and regulations of the American Arbitration Association within fourteen (14) days after the meeting at which the Selectmen originally considered such grievance. If the Union fails to submit such written request for the appointment of an arbitrator to the Public Employee Labor Relations Board within said fourteen (14) days, the grievance shall be deemed abandoned and no further action shall be taken with respect to such grievance.
2. The arbitrator shall not have the power to add, to ignore, or to 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.
3. The decision of the arbitrator shall be advisory only, but should the Selectmen refuse fully to abide by an Arbitration Award, then the parties agree to reopen negotiations on the issue of binding arbitration and go directly to a fact-finding proceeding. The parties will select a Factfinder by mutual agreement. In the event that such agreement is not reached, the PELRB shall appoint a Factfinder.

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

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

ARTICLE XIX

SAFETY ISSUES

A. The Union, by and through a duly authorized and recognized member of the Bargaining Unit, shall immediately report any safety issue which may compromise the safety and well-being of its members during their hours of employment.

B. Safety concerns must be presented in writing to the Chief. The Chief will respond to the Union in writing within seven (7) days as to how the safety concern will be resolved.

C. If the issue demands immediate action or remedy so that an employee covered by this Agreement may continue performing his/her job safely and without the potential for unnecessary harm, said employee will present the issue verbally to the Chief or his designee. Appropriate action will then be taken by the Chief or his designee so that the safety of said employee is not compromised. Following notification by the employee to the Chief or his designee, the Union will subsequently issue a written notice regarding said safety concern.

D. If the action taken by the Chief or his designee does not allow for adequate resolution of the issue, the Union may present the issue and its recommendations to the Town Joint Loss Management Committee. Both parties shall agree to accept the recommendations of the Town Joint Loss Management Committee.

E. **Use of Privately-Owned Vehicle on Police Business**. It is acknowledged that there are instances where members of the bargaining unit will be using privately-owned vehicles (POV) for functions or purposes authorized by the Chief of Police or designee. There may be instances where this POV is damaged in the fulfillment of the authorized function or purpose. If damage occurs to the POV and the member of the bargaining unit is found not to be criminally at fault and the activity is one that was authorized by the Chief of Police or designee, or is a normal police purposeful act, or is considered to be an emergency law enforcement activity or one of mutual aid, the Town will consider on a case by case basis assisting the individual member of the bargaining unit with costs not covered by the member's own insurance. Mileage is reimbursed at the established IRS rate for uses of the POV when authorized by the Chief of Police or his designee.

ARTICLE XX

DISCIPLINARY PROCEDURES

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

B.

1. All suspension and discharges shall be stated in writing and the reasons stated and a copy given to the employee(s) at the time of discharge and the Union within five (5) work days from the date of suspension or discharge.
2. If the Department does not follow Section B. above in the case of suspension, then it shall be deemed that the suspension is without merit. When Section B1 above is not followed in the case of a discharge, said discharge shall be changed to a two (2) week suspension which shall be grievable.

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

1. Verbal Warning
2. Written Warning
3. Suspension without Pay
4. Discharge

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

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

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

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

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

ARTICLE XXII - DISCIPLINARY PROCEDURES

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

ARTICLE XXI

SEPARABILITY AND EXPENDITURES OF PUBLIC FUNDS

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 XXII

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, 2014 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 _____ day of _____ 2012.

TOWN OF MILFORD

By:

Chief Fred Douglas
Milford Police Chief

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

By:

Chairman, Milford Police Bargaining Unit, Local 3657

BOARD OF SELECTMEN SIGNATURE PAGE

TOWN OF MILFORD

AND

LOCAL 3657 OF THE

AMERICAN FEDERATION OF

STATE, COUNTY

AND MUNICIPAL EMPLOYEES

2009 - 2014

Chairman

Vice-Chairman

Selectman

Selectman

Selectman

Dated this 14th day of May 2012.