

AGREEMENT BETWEEN THE
CONWAY POLICE COMMISSION

AND

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

EFFECTIVE JANUARY 1, 2023 – DECEMBER 31, 2023

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PREAMBLE

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

ARTICLE I

RECOGNITION

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

ARTICLE II

MANAGEMENT RIGHTS

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

ARTICLE III

EMPLOYEES RIGHTS AND RESPONSIBILITIES

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

ARTICLE III

EMPLOYEES RIGHTS AND RESPONSIBILITIES (continued)

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

ARTICLE IV

DEDUCTIONS

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

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

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

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

ARTICLE V

STRIKES AND LOCKOUTS

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

ARTICLE VI

CONSULTATION

1. Representatives of the Union may meet with the Chief of Police regularly at a time and place mutually agreed upon, to discuss matters of mutual concern, including those matters necessary to the implementation of this Agreement. A written agenda shall be submitted by the Union to the Chief of Police no less than five (5) calendar days before the scheduled date of the meeting. At the discretion of the Chief of Police or the Union additional matters for discussion may be placed on the agenda. When the Chief or the Union adds items to the agenda, they shall give the other party reasonable notice of such additions.

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

ARTICLE VII

DISCIPLINARY PROCEDURE

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

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

ARTICLE VIII

GRIEVANCE PROCEDURE

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

ARTICLE VIII

GRIEVANCE PROCEDURE (continued)

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

JURISDICTION OF THE ARBITRATOR

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

ARTICLE VIII

GRIEVANCE PROCEDURE (continued)

POWERS OF THE ARBITRATOR

It shall be the function of the Arbitrator, and they shall be empowered, except as their powers are limited below, after proper hearing on a properly filed and processed grievance referred to them as set forth above, to make a decision in cases of an alleged violation of the specific Articles and Sections of this Agreement. The decision of the Arbitrator shall be based exclusively on the evidence presented at the Arbitration hearing and the provisions of this Agreement. The Arbitrator's decision shall not be based on any statutes, decisions, regulations or other extra contract matters not specifically incorporated into this Agreement. The Arbitrator's decision shall be in writing and shall set forth their findings in fact, reasoning and conclusions on the issues submitted.

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

ARTICLE VIII

GRIEVANCE PROCEDURE (continued)

At this time of the Arbitration Hearing, both the Employer and the Union shall have the right to call any employee as a witness and to examine and cross-examine witnesses. Each party shall be responsible for the expenses of the witness that they call. The parties shall submit to each other a list of all witnesses to be called in the event of an Arbitration Hearing no less than forty-eight (48) hours in advance of the scheduled hearing date. At the close of the hearing, the Arbitrator shall afford the Employer and the Union a reasonable opportunity to furnish Briefs. The Arbitrator will render his decision within thirty (30) days from the date the hearing was closed or the date the parties submit their Briefs, whichever date is later.

ARTICLE IX

SENIORITY

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

ARTICLE X

PROBATIONARY EMPLOYEES

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

ARTICLE XI

PROMOTIONS

1. To be eligible for promotion to Master Patrolman, candidates must have been employed as a full-time patrol officer with the Conway Police Department for at least three (3) continuous years, must have passed their most recent physical agility test to maintain certification, and must have achieved at least 88 points on the most recent annual performance evaluation.
2. Eligible candidates must score at least 70% on the written examination. Said written examination to be formulated at the discretion of the Commission and Chief of Police.

NOTE: NH Certified Officers, or an out of state equivalent who completes the NH law package, who are hired by the Conway Police Department must be employed with the Department for a minimum of two (2) years in order to be eligible for promotion to Master Patrolman. However, said employees must have a total combined full-time experience of at least three (3) continuous years as a Certified Officer to be eligible for promotion.

ARTICLE XII

OVERTIME AND CALL BACK

1.
 - A. All hours worked in excess of forty (40) hours during the normal work week by regular full-time hourly employees, which have been authorized and approved by the Chief of Police or the Chief's designee, will be paid at one and one-half (1½) times an employee's regular hourly rate. Personal and Bereavement Leave shall count towards forty (40) hours worked.
 - B. Employee shall have the choice of how to be compensated for hours worked in excess of forty (40) hours. Options include payment at one and one-half (1 ½) times an employee's regular hourly rate or compensatory time at time and one-half (1 ½).
 - C. Employee's compensatory time bank not to exceed forty (40) hours.
2. Any employee called back to work after having left work shall receive a minimum of two (2) hours work at the overtime rate of time and one-half (1½) the regular straight-time hourly rate of pay, unless the time extends to their regular work shift or unless the individual is called back to rectify their own error.
3. Employees, while attending the Full-Time New Hampshire Police Academy, will be paid for forty (40) hours per week at their regular hourly rate; said employees are not eligible for overtime compensation while attending the Academy.
4. Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.
5. This Article applies only to regular full-time employees and part-time employees shall not be covered by same.

ARTICLE XIII

COURT TIME

Employees who would otherwise be off-duty shall be paid or provided compensatory time (at the employee's option) at the overtime rate of time and one half (1 1/2) their regular straight-time hourly rate of pay for all hours worked when appearing in court on behalf of the Town (shall not include other police agencies) in the capacity of a commissioned officer or when preparing for an off-duty court appearance at the direction of, and when in the presence of a prosecuting attorney; off-duty lunch periods shall not be counted toward hours worked. Employees will be paid overtime rates for a minimum of three (3) hours for all off-duty court time worked outside regularly scheduled hours in a single day or actual time spent, whichever is greater, unless the time extends to their regular work shift.

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

ARTICLE XIV

This article intentionally left blank

ARTICLE XV

HOLIDAYS

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

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

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

Eligible employees shall receive holiday pay computed at their regular straight-time hourly rate for up to a maximum of eight (8) hours.

3. Payment for the above ten (10) holidays will be accumulated and paid in the last paycheck in November of each year. This section for sworn personnel and dispatchers only.
4. Employees working on New Years' Day, Thanksgiving Day, or Christmas Day will be compensated for those hours worked at a rate of one and one-half (1½) times the employee's regular hourly rate.
5. When a full-time employee covered by this Agreement terminates their employment for any reason, that employee shall receive payment for all holiday pay due to them up to the time of separation from the Department, provided, however, that if a full-time employee's separation from the Department falls between December 1 and December 24, one (1) days pay will be deducted since Christmas will have already been included in the Holiday Pay which the employee received in their last paycheck in November.
6. This article applies only to the full-time employees and part-time employees shall not be covered by same.

ARTICLE XVI

VACATIONS

1. Annual vacation allowance for regular full-time employees with one (1) to five (5) years of continuous service will be 96 hours per year, based upon an accrual rate of eight (8) vacation hours for each full month of service and, with proper notification and approval, be taken at any time during the calendar year. Proper notification of at least five (5) administrative work days must be given for vacation requests of vacation over three (3) days. Prior to approval being granted for an employee to take vacation leave which has not yet been accrued, the employee shall be required to sign documentation allowing for the deduction of such unearned leave from their final pay check(s) if the time remains un-accrued at the time of termination of employment.
2. Annual vacation allowance for regular full-time employees with five (5) full years of continuous service will be 120 hours per year, based upon an accrual rate of ten (10) vacation hours for each full month of service and, with proper notification and approval, be taken at any time during the calendar year. However, in those cases where an employee terminates employment, any vacation time taken but not accrued during the calendar year will be deducted from the final paycheck(s) due the employee.
3. Regular full-time employees with zero (0) to five (5) full years of continuous service will accrue eight (8) vacation hours after each month of service, provided, however, any such employee must serve one (1) full year from their date of employment before they will be eligible to take any vacation leave.
4. Regular full-time employees will receive a maximum of 160 hours of annual vacation leave after ten (10) years of service.
5. Regular full-time employees may accumulate vacation hours up to a maximum of 240 hours.
6. Except as provided in Section 7 below, upon separation from service, all unused vacation hours will be paid.
7. Any employee who leaves employment with the Conway Police Department for any reason before they have served one (1) full year from their employment date will not be eligible for any annual leave or any monetary compensation for time.
8. A reasonable effort will be made so that two (2) Patrol Officers or one (1) Master Patrol Officer and one (1) Patrol Officer will be allowed to take vacation leave during the same time period at the Chief's discretion. Scheduling of vacations shall be at the discretion of the Chief of Police or the Chief's designee, provided, however, that the vacations shall not interrupt or interfere with the normal operations of the

ARTICLE XVI

VACATIONS (continued)

Conway Police Department and the Chief of Police or the Chief's designee shall have the right to change the vacation schedule so as to prevent any such interruption or interference.

9. This Article applies only to regular full-time employees.

ARTICLE XVII

SICK LEAVE AND BEREAVEMENT LEAVE

1.
 - A. Regular full-time employees hired before 1/1/2011 shall accrue sick leave at the rate of ten (10) hours per month, which shall be credited on the first day of the month. Unused sick leave may be accrued from year to year up to a maximum limit of 720 hours. Sick leave is available only for the personal, non-work-related illness or injury of the regular full-time employee. Employee's sick leave may be used for FMLA qualifying events. Employee's sick leave may be used as compensation while on FMLA leave.
 - B. Regular full-time employees hired on or after 1/1/2011 shall accrue sick leave at the rate of eight (8) hours per month, which shall be credited on the first day of the month. Unused sick leave may be accrued from year to year up to a maximum limit of 480 hours. Sick leave is available only for the personal, non-work-related illness or injury of the regular full-time employee. Employee's sick leave may be used for FMLA qualifying events. Employee's sick leave may be used as compensation while on FMLA leave.
 - C. After five (5) years of continuous service, regular full-time employees who terminate their employment by retirement or voluntary resignation shall be entitled to a lump sum payment of three-quarters (3/4) of that employee's unused but accumulated sick leave at said employee's rate of pay at the time of retirement or voluntary resignation. This payment shall not exceed seventy-five percent (75%) of the maximum limit of accumulated but unused sick leave hours.
 - D. Full-time employees hired before 1/1/2011 with a minimum of 240 hours of accrued sick leave will have the option (at the end of the calendar year) to be paid seventy-five percent (75%) of the regular rate of pay for each hour of sick leave accrued, but not used, during the previous twelve (12) months (maximum 120 hours). The employee will receive this pay in January of the following year. The current year's Sick Leave accrual must be exhausted before any previously "banked" time can be used. Sick leave may be taken in one (1) hour increments if necessary.
 - E. Full-time employees hired on or after 1/1/2011 with a minimum of 480 hours of accrued sick leave will have the option (at the end of the calendar year) to be paid seventy-five percent (75%) of the regular rate of pay for each hour of sick leave accrued, but not used, during the previous twelve (12) months (maximum 12 days). The employee will receive this pay in January of the following year. The current year's Sick Leave accrual must be exhausted before any previously "banked" time can be used. Sick leave may be taken in one (1) hour increments if necessary.

ARTICLE XVII

SICK LEAVE AND BEREAVEMENT LEAVE (continued)

2.
 - A. Regular full-time employees shall be granted eighty (80) hours paid leave of absence in the case of the death of that employee's spouse, child, or spouse's child.
 - B. Regular full-time employees shall be granted sixty (60) hours paid leave of absence in the case of the death of that employee's parent, sibling, or spouse's parent or sibling.
 - C. Regular full-time employees shall be granted forty (40) hours paid leave of absence in the case of the death of that employee's grandparent, aunt, uncle, or spouse's grandparent, aunt or uncle.
 - D. Additional bereavement leave may be granted by the Chief or the Chief's designee in their sole discretion, provided, however, that the denial of any such additional time shall not be subject to the Grievance Procedure set forth in Article VIII herein.
3.
 - A. This Article applies only to regular full-time employees.

ARTICLE XVIII

MILITARY SERVICE

Shall be governed by existing State and Federal Law.

ARTICLE XIX

LEAVE OF ABSENCE

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

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

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

ARTICLE XIX

LEAVE OF ABSENCE (continued)

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

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

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

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

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

ARTICLE XX

PERSONAL LEAVE

1. Full-time employees shall be granted forty (40) hours of paid personal leave per year. These Personal hours will be prorated. 13.33 hours earned every four (4) months worked. Hours may be taken in advance. If employment terminates, prorated reimbursement will be made to the Town.
2. Personal leave requests will be requested on the "Conway Police Department Leave Request" forms. Approval or denial of such request shall be in writing and given to the requesting employee within seventy-two (72) hours of said request being submitted.

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

ARTICLE XXI

WAGES

1. The starting rates of pay for January 1, 2023 will be:
 - a. Patrol Officer - \$26.38/hour
 - b. Dispatcher - \$22.22/hour
 - c. Clerk - \$21.73/hour

NOTE: At the discretion of the Chief of Police and Commission, based on a review of training and personnel records from prior agencies, Certified Officers and trained Dispatchers will be credited for 50%-75% of total years of experience when setting starting rate of pay.

2. An annual wage increase of 3% will be awarded each November 1st during the terms of this Agreement.
 - a. New employees hired between November 1st and April 30th will be eligible for the 3% wage increase effective the November 1st following their date of hire.
 - b. New employees hired after April 30th may be eligible for a wage increase at the discretion of the Chief of Police.
 - c. Current employees as of January 1, 2023 will receive a cost-of-living adjustment of 6% effective January 1, 2023.
3. Performance evaluation (A-1) to be given once a year in November. A semi-annual performance review will be given in May of each year (A-2).
4. An employee must score 82 points, or higher, on the performance evaluation (A-1), to be eligible for a wage increase.
5. The following employees will be eligible for a 5% wage increase (in lieu of a 3% wage increase):
 - a. Patrolmen, as set forth in Article XI, entitled **PROMOTIONS**.

NOTE: Patrolmen who have not achieved the rank of Master Patrolman by the completion of their seventh (7th) year of service with the Conway Police Department, as of November 1st of the current year, will receive a 1.5% wage increase that year, and each year thereafter, until achieving the rank of Master Patrolman, as set forth in Article XI, entitled **PROMOTIONS**.

- b. Dispatchers and Clerks who have completed their third (3rd) and tenth (10th) years of service with the Conway Police Department by November 1st of the current year and who have achieved at least 82 points on the most recent annual performance evaluation.
6. Current employees have the ability to negotiate wages when transferring between unsworn positions. The starting rate of pay will be the minimum rate of pay. For current Dispatchers transferring to a Clerical position, the starting rate of pay will be no less than the current Dispatch starting rate of pay.

ARTICLE XXII

COMMERCIAL DUTY PAY

Employees who work Commercial Duty (private contract) shall be paid at the rate of fifty dollars (\$50.00) per hour. A minimum of four (4) hours shall be paid for each Commercial Duty shift completed by an employee.

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

ARTICLE XXIII

BENEFITS

For the term of this Agreement the parties have adopted the Town of Conway's Flexible Benefit Plan. For health insurance coverage, the employer will contribute 78% of the cost of the POS plan.

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

ARTICLE XXIV

DISABILITY INSURANCE

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

ARTICLE XXV

HEALTH INSURANCE

See **BENEFITS** section, Article XXIII.

ARTICLE XXVI

LIFE INSURANCE

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

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

ARTICLE XXVII

TERMS OF INSURANCE POLICIES TO GOVERN

The extent of coverage under the insurance policies (including HMO and self-insured plans) referred to in this Agreement shall be governed by the terms and conditions set forth in said policies or plans. Any questions or disputes concerning said insurance policies or plans or benefits there under shall be resolved in accordance with the terms and conditions set forth in said policies or plans and shall not be subject to the grievance and arbitration procedure set forth in this Agreement. The failure of any insurance carrier(s) or plan administrator(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the Town, nor shall such failure be considered a breach by the Town of any obligation undertaken under this or any other Agreement. Nothing in this Agreement shall be construed to relieve any insurance carrier(s) or plan administrator(s) from any liability it may have to the Town, employer or beneficiary of any employee.

ARTICLE XXVIII

RETIREMENT

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

ARTICLE XXIX

IN-SERVICE TRAINING

Specialized or follow-up training required for certification by a higher level of government is not compensatory (29CFR553). However, in-service training required by the Conway Police Department will be compensated to those full-time employees who are off-duty, at time and one-half (1 ½).

Employees will be compensated for hours involved for travel to and from training within the New England States, or be provided with hotel accommodations.

Eligible employees may be provided up to four (4) hours of training per month. Said training will be paid at a rate of one and one half (1 ½) time the employee's base rate of pay.

ARTICLE XXX

EDUCATIONAL INCENTIVE

1. Any full-time employee who has received a Master's Degree will receive an educational incentive of one thousand dollars (\$1000.00).
2. Any full-time employee who has received a Bachelor's Degree will receive an educational incentive of eight hundred dollars (\$800.00).
3. Any full-time employee who has received an Associate's Degree will receive an educational incentive of six hundred dollars (\$600.00).
4. Any employee receiving an educational incentive shall pay back the unused portion of same on a prorated basis if that employee leaves the employ of the Conway Police Department for any reason during the year.
5. Educational courses requested to be taken during regular work hours remain subject to the prior approval of the Administration and Commission. When deemed acceptable and appropriate by the Administration and Commission, consideration will also be given to scheduling accommodations and partial monetary reimbursement.
6. Sections 1, 2, and 3 (above) shall apply only to the full-time employees and part-time employees shall not be covered by same.

ARTICLE XXXI

UNIFORMS AND EQUIPMENT

1. Regular full-time employees shall be provided with mandatory uniforms and equipment, including boots and shoes. Regular part-time employees shall be provided with mandatory uniforms and equipment, excluding boots and shoes.
2. All regular full-time Patrol Officers and Master Patrol Officers shall receive an annual clothing maintenance stipend of five hundred dollars (\$500.00).
3. All regular full-time Patrol Officers and Master Patrol Officers who are assigned to work in the Detective Division as a Detective/Patrol Officer shall receive an annual clothing allowance of four hundred and fifty dollars (\$450.00), which will be used solely for the purpose of purchasing clothing, provided prior approval of such purchase has been granted by the Chief of Police. The denial of any request by the Chief of Police shall not be subject to the Grievance Procedure set forth in Article VIII.
4. All regular full-time Dispatchers shall receive an annual clothing maintenance allowance of three hundred and fifty dollars (\$350.00).
5. All regular full-time Clerks shall receive an annual clothing allowance of four hundred and fifty dollars (\$450.00).
6. Sections 2, 3, 4 and 5 (above) shall apply only to regular full-time employees and part-time employees shall not be covered by same.
7. If any employee terminates their employment with the Conway Police Department for whatever reason during the course of the year, that employee shall return all uniforms and equipment in their possession and any unused portion of the allowance and maintenance stipend set forth in Sections 2, 3, 4, and 5 (above) on a prorated basis.

ARTICLE XXXII

PHYSICALS AND PHYSICAL AGILITY

1. All full-time employees are required to have a physical once every year, to be completed by November 1, as prescribed by NH Police Standards and Training entry level requirements, which have been revised and agreed upon by both parties. Any insurance co-pay to be paid by the Town of Conway. This physical is to be taken as the employee's insurance benefit unless individual decides to have the town of Conway pay for the physical at which time the employee will go to a medical facility of the Employers choosing and have the physician on call administer it and the revised Police Standards and Training physical form will be returned (B-2), along with the acknowledgment (B-1), and placed in the employee's medical file. If an employee opts to use their insurance benefit, only the acknowledgment, signed by the doctor, is to be returned and placed in employee's file.
2. The Employer will provide a membership to a health club/fitness center for all employees for one year at a rate not to exceed \$3,800.00.

ARTICLE XXXIII

BULLETIN BOARDS

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

No Union notice shall be posted in or around Police Department property except on such bulletin boards and no notice shall be posted until it has been signed by an official of the Union. Employees and/or the Union shall not post notices of a derogatory, libelous or profane nature and shall be limited to actual Union activity.

ARTICLE XXXIV

USE OF PERSONAL VEHICLES

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

ARTICLE XXXV

SPECIAL ASSIGNMENT INCENTIVES

1. All regular full-time employees who are assigned to, meet, and maintain operational status for the following special assignments shall receive an annual stipend/incentive:

Accident Reconstruction	\$500.00
APCO Dispatcher Course	\$500.00
Fleet Manager	\$250.00
Defensive Tactics Instructor	\$250.00
Certified Firearms Instructor	\$250.00
Certified OC Instructor	\$250.00
Certified Simmunitions Instructor	\$250.00
Certified Taser Instructor	\$250.00
SRO	\$500.00

- A. Field Training Officers (FTO) and Certified Training Officers (CTO) shall earn one (1) hour of Compensatory Time for every full shift spent training a new recruit. FTO/CTO cannot hold more than forty (40) hours of Compensatory Time, as set forth in Article XII of this agreement.
- B. Clerical employees who have completed the Dispatcher Training Manual shall receive a stipend of \$250.00.
- C. Employees assigned to the Detective Division in an on-call status for the entire year shall receive a stipend of \$1000.00.
2. Payment of incentives will be in the last paycheck in November of each year. When a full-time employee covered by this Agreement terminates their employment for any reason, that employee shall receive payment for all special assignment incentive pay due to them up to the time of separation from the Department. If an employee terminates their employment after having received the incentive pay, deductions will be made from their final paycheck for the pro-rated amount based on time not worked.

ARTICLE XXXVI

EFFECT OF AGREEMENT

1. This instrument constitutes the entire Agreement and final resolutions of all matters in dispute between the Employer and the Union arrived at as a result of collective bargaining negotiations, except such amendments hereto as shall have been reduced to writing signed by the parties.
2. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and that opportunity are set forth in this Agreement.

ARTICLE XXXVII

SEPARABILITY

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

ARTICLE XXXVIII

DURATION OF AGREEMENT

Section 1.

This agreement shall be effective as of January 1, 2023 and shall remain in full force and effect until December 31, 2023.

Section 2.

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

Section 3.

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

WHEREOF the parties, in writing, do affix their signatures hereto this 6th
day of September, 2022.

FOR THE CONWAY POLICE
COMMISSION



Andre R. Pepin, Chairman

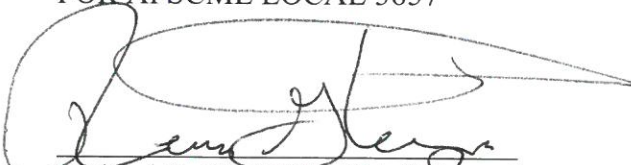


Rodney E. King, Commissioner



Bruce Ela, Commissioner


FOR AFSCME LOCAL 3657




Richard G. Theberge, Chief Steward




Shawn P. Baldwin, Negotiator



Brittney L. Weckbacher, Negotiator



Stephanie Pacetti, Negotiator



D. Adam Voelbel, II, Negotiator

**CONWAY POLICE DEPARTMENT
EMPLOYEE PERFORMANCE EVALUATION**

NAME: _____ PRESENT POSITION: _____

DATE: _____ HIRE DATE: _____

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

- 5.0 = Outstanding Performance
- 4.75= Consistently Above Average Performance
- 4.5= Above Average Performance
- 4.25 = Average Performance
- 4.0= Improvement in Area and Moving Towards Proficiency
- 3.0 = Previously Deficient but Improving
- 2.0 = Needs Improvement – Performance Below Expectations
- 1.0 = Unacceptable Performance

I. WORK SKILLS (1-5 each sub-category)

- ___ A. **Responsibility/Dependability:** How well employee accepts the consequences of his/her actions and obligations, anticipates problems, and offers practical solutions.
- ___ B. **Job Knowledge:** Knowledge of job's technical factors, mechanical skills, regulatory guidelines or other principles. Ability to advise others.
- ___ C. **Communication Skills:** How smoothly communication flows; results/effectiveness, convincing work. Ability to solve problems with others.
- ___ D. **Judgment Ability:** How well arrives at sound, reasonable decisions using good common sense.
- ___ E. **Comprehension Skills:** Ability to understand and execute directions and assignments efficiently. Directions/assignments carried out readily and completely.

COMMENTS:

II. WORK HABITS (1-5 each sub-category)

- ___ A. **Attendance & Punctuality:** Reliably present and on time for work, as scheduled.
- ___ B. **Observance of Rules and Regulations:** Follows and complies with all rules and regulations governing his/her employment.
- ___ C. **Appearance:** Clean and pressed clothing; suitable for that of position and task. Personal cleanliness.

COMMENTS:

III. **WORK ATTITUDE** (1-5 each sub-category)

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

COMMENTS:

IV. **HUMAN RELATIONS** (1-5 each sub-category)

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

COMMENTS:

V. **QUALITY OF WORK** (1-5 each sub-category)

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

COMMENTS:

VI. CLERICAL (Clerks only) (1-5 each sub-category)

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

COMMENTS:

VI. **DETECTIVES** (Detectives only) (1-5 each sub-category)

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

COMMENTS:

VI. **DISPATCH** (dispatch personnel only) (1-5 each sub-category)

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

COMMENTS:

VI. GENERAL PATROL (patrol personnel only) (1-5 each sub-category)

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

COMMENTS:

VII. ACKNOWLEDGMENT OF DISCUSSION AND REVIEW

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

COMMENTS:

Employee's Signature

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

Supervisor's Signature

Date _____

Received by: _____ Date _____
Chief of Police

Pay increase of _____ approved by the Conway Police Commission.

Police Commission Chairman

COMMENTS:

Total Rating Score: _____



CONWAY POLICE DEPARTMENT

Semi-Annual Employee Performance Review

Employee Information

Name	Rank
Job Title	Date
Division	Supervisor
Review Period	Average Rating

Ratings

	1 = Poor	2 = Fair	3 = Satisfactory	4 = Good	5 = Excellent
Job Knowledge	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Comments</i>					
Work Quality	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Comments</i>					
Attendance/Punctuality	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Comments</i>					
Initiative/Attitude	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Comments</i>					
Communication/Listening Skills	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Comments</i>					
Dependability	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Comments</i>					

Exemplary action this term:

Substandard action this term:

Evaluation

SUPERVISOR COMMENTS

EMPLOYEE COMMENTS

Verification of Review

By signing this form, you confirm that you have discussed this review in detail with your supervisor. Signing this form does not necessarily indicate that you agree with this evaluation.

Employee Signature _____ Date _____

Supervisor Signature _____ Date _____

APPENDIX B

CONWAY POLICE DEPARTMENT

ACKNOWLEDGMENT OF ANNUAL PHYSICAL EXAMINATION

Date: _____

Time: _____

Employee: _____

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

Physician Name (please print)

Physician's signature

Date



**NH POLICE STANDARDS & TRAINING
COUNCIL**
Arthur D. Kehas Law Enforcement Training
Facility & Campus
17 Institute Drive, Concord, NH 03301
TEL 603-271-2133 FAX 603-271-1785



**REPORT OF MEDICAL HISTORY
FORM "D"**

SECTION 1 - TO BE FILLED OUT BY APPLICANT

PLEASE PRINT OR TYPE

1. Last Name	First Name	Middle Initial

CHECK ONE APPROPRIATE BOX FOR EACH OF THE FOLLOWING QUESTIONS

2. DO YOU NOW OR HAVE YOU EVER HAD:			
Yes	No	Unknown	scarlet fever, erysipelas?
Yes	No	Unknown	rheumatic fever?
Yes	No	Unknown	swollen or painful joints?
Yes	No	Unknown	frequent/severe headaches?
Yes	No	Unknown	dizziness/fainting spells?
Yes	No	Unknown	eye trouble?
Yes	No	Unknown	paralysis (include infantile)?
Yes	No	Unknown	a hearing loss?
Yes	No	Unknown	a painful/"trick" shoulder/elbow?
Yes	No	Unknown	severe tooth/gum trouble?
Yes	No	Unknown	sinusitis?
Yes	No	Unknown	hay fever?
Yes	No	Unknown	a head injury?
Yes	No	Unknown	a skin disease?
Yes	No	Unknown	thyroid problems?
Yes	No	Unknown	tuberculosis?
Yes	No	Unknown	asthma?
2. CONT'D: DO YOU NOW OR HAVE YOU EVER HAD:			

Yes	No	Unknown	shortness of breath?
Yes	No	Unknown	pain/pressure in chest?
Yes	No	Unknown	a chronic cough?
Yes	No	Unknown	palpitation/pounding heart?
Yes	No	Unknown	heart trouble?
Yes	No	Unknown	high blood pressure?
Yes	No	Unknown	low blood pressure?
Yes	No	Unknown	cramps in your legs?
Yes	No	Unknown	frequent indigestion?
Yes	No	Unknown	stomach/liver/intestinal problems?
Yes	No	Unknown	gall bladder/gallstones problems?
Yes	No	Unknown	jaundice/hepatitis?
Yes	No	Unknown	broken bones?
Yes	No	Unknown	tumor/growth/cyst/cancer?
Yes	No	Unknown	rupture/hernia aid?
Yes	No	Unknown	piles/rectal disease?
Yes	No	Unknown	frequent, painful urination?
Yes	No	Unknown	bed wetting after age 12?
Yes	No	Unknown	kidney stone?
Yes	No	Unknown	blood in urine?
Yes	No	Unknown	sugar/albumin in urine?
Yes	No	Unknown	STD: syphilis, gonorrhea, etc.?
Yes	No	Unknown	recent weight gain?
Yes	No	Unknown	recent weight loss?
Yes	No	Unknown	epilepsy/seizures?
Yes	No	Unknown	bone, joint or other deformity?
Yes	No	Unknown	lameness?
Yes	No	Unknown	loss of finger or toe
Yes	No	Unknown	chronic/frequent colds?
Yes	No	Unknown	recurrent back pain?
Yes	No	Unknown	"trick"/locked knee?
Yes	No	Unknown	foot trouble?

2. CONT'D: DO YOU NOW OR HAVE YOU EVER HAD:			
Yes	No	Unknown	neuritis?
Yes	No	Unknown	ear/nose/throat problems?
Yes	No	Unknown	arthritis/rheumatism/bursitis?
Yes	No	Unknown	car/train/sea/air sickness?
Yes	No	Unknown	frequent trouble sleeping?
Yes	No	Unknown	depression/excessive worry?
Yes	No	Unknown	loss of memory/amnesia?
Yes	No	Unknown	nervous problems of any sort?
Yes	No	Unknown	periods of unconsciousness?
Yes	No	Unknown	adverse reaction to serum drugs?
Yes	No		wear glasses or contact lenses?
Yes	No		have vision in both eyes?
Yes	No		wear a hearing aid?
Yes	No		stutter/stammer habitually?
Yes	No		wear a brace/back support?

IF "YES" IS CHECKED ON ANY OF THE FOLLOWING ITEMS, EXPLAIN AS DIRECTED	
3.	<p>Yes No Have you ever been treated for a mental condition?</p> <p>If yes, specify when, where, and give details:</p>
4.	<p>Yes No Have you ever attempted suicide?</p> <p>If yes, specify when, where, and give details:</p>
5.	<p>Yes No Have you had, or have you been advised to have, any surgeries?</p> <p>If yes, describe, and give age at which occurred:</p>

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

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

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

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

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

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

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

Physician should comment on all positive answers in items 2 through 8, and may develop by interview any additional medical history he/she deems important, and record any significant findings here.

Read and sign the following statement:

I authorize any of the doctors, hospitals, or clinics mentioned herein to furnish the NH Police Standards & Training Council with a complete transcript of my medical record for purposes of processing my application for employment or service.

Name of Applicant

Signature of Applicant

Date

SECTION 2 - TO BE FILLED OUT BY LICENSED PHYSICIAN

REPORT OF MEDICAL EXAMINATION

PLEASE PRINT OR TYPE

1. Last Name	First Name	Middle Initial	2. Date of Birth
--------------	------------	----------------	------------------

3. Height	4. Weight
-----------	-----------

5. VISUAL ACUITY (if applicant wears glasses, test and record with and without):

a. Without glasses: R/20 L/20 B/20

b. With Glasses: R/20 L/20 B/20

c. Pupils: Equal Reaction

d. Depth Perception _____

e. Color Perception _____

f. Evidence of disease or injury: _____

g. Contacts: Yes _____ No _____

6. LUNGS:

a. Breath sounds

b. Rales

c. Date of chest x-ray, if given.

7. CARDIOVASCULAR SYSTEM:
 (Complete blood pressure, pulse rate, sounds and rhythm. If not completed, medical report will be returned to sender.)

TYPE OF ACTION	BLOOD PRESSURE	PULSE RATE	SOUNDS	RHYTHM
a. At rest				
b. After moderate exercise				
c. 3 minutes after exercise				

8. NERVOUS SYSTEM:

- | | | | | | |
|------------------|---|---|---------------|-----------|--------|
| a. Romberg | | | e. Knee jerks | | |
| b. Pupillary | | | Right: Normal | Increased | Absent |
| c. Light | R | L | Left: Normal | Increased | Absent |
| d. Accommodation | R | L | | | |

9. HEAD:

- | | |
|-----------|----------------------|
| a. Nose | g. Ear drum |
| b. Gums | h. Thyroid |
| c. Nodes | i. External ear |
| d. Bruit | j. Soft tissue |
| e. Teeth | k. Auditory canals |
| f. Septum | l. Pharynx & tonsils |

Abnormities noted: _____

10. MUSCULAR-SKELETAL:

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

- a. Upper extremities:
- | | |
|---------------------|------------------|
| 1. Limited function | 2. Missing parts |
|---------------------|------------------|
- b. Lower extremities:
- | | |
|---------------------|------------------|
| 1. Limited function | 2. Missing parts |
|---------------------|------------------|
- c. Spine:
- | | | |
|-------------|-------------|------------|
| 1. Mobility | 2. Symmetry | 3. Posture |
|-------------|-------------|------------|

NOTE TO PHYSICIAN:

Are there any conditions, physical, mental or emotional which, in your opinion, suggest further examination? If yes, explain in Section 1, Page 4, Item 9.

SECTION 3 - PHYSICAL FITNESS STANDARDS

Examining physician should review this section thoroughly.

Applicants must perform at the 35th percentile for their age and sex, according to standards developed by Dr. Kenneth Cooper's Aerobics Institute, in the following areas:

- | | |
|--|------------------------------|
| <p>a. Timed sit-ups</p> <p>b. Push-ups</p> | <p>c. 1.5 mile timed run</p> |
|--|------------------------------|

PUSH-UPS				SIT-UPS		
AGE	MALES	FEMALES		AGE	MALES	FEMALES
	ENTRY	Modify Body	ENTRY Full		ENTRY	ENTRY
18-29	27	22	14	18-29	37	31
30-39	21	17	10	30-39	33	24
40-49	16	11	8	40-49	28	19
50-59	11	10	--	50-59	22	12
60+	9	4	--	60+	18	5
(IN 60 SECONDS)						

1.5 MILE TIMED RUN		
	MALES	FEMALES
AGE	ENTRY	ENTRY
18-29	12:53	15:14
30-39	13:24	15:58
40-49	14:07	16:46
50-59	15:20	18:37
60-69	17:11	20:46
70-79	19:39	22:20

MAKE SURE DOCTOR COMPLETES THIS SECTION:

In addition, there is a daily physical fitness program and physical contact classes in unarmed self-defense.

Do you have any reservations about this individual's ability to participate, without restrictions, in a rigorous physical training program or perform the duties of a police officer?

Yes No **If yes, please explain in Section 1, Item 9.**

For Transgender Applicants: In my professional opinion, the medically and physiologically appropriate gender of this applicant for fitness testing is: Male ___ Female ___

<p>This is to certify that _____ of _____</p> <p style="text-align: center;">Name of Applicant Law Enforcement Agency</p> <p>has been examined by me on this date and is found to be in good physical condition and able to participate, without restrictions, in a rigorous physical training program.</p>	
<p>_____</p> <p>Physician's Signature</p>	<p>_____</p> <p>Date</p>
<p>_____</p> <p>Physician's Printed Name</p>	<p>_____</p> <p>Telephone Number</p>
<p>_____</p> <p>Address</p>	