

**AGREEMENT BETWEEN**

**THE TOWN OF HANOVER, NEW HAMPSHIRE**

**AND**

**THE NEW ENGLAND POLICE BENEVOLENT  
ASSOCIATION  
LOCAL 27, IUPA  
HANOVER POLICE UNION**

**July 1, 2011-June 30, 2014**

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## **ARTICLE I – PURPOSE AND POLICIES**

### **SECTION 1.1 – PREAMBLE**

This Agreement is entered into by and between the Town of Hanover, New Hampshire, hereinafter referred to as the Town, and Local 27, New England Police Benevolent Association, hereinafter referred to as the Union. It is the purpose of this Agreement to achieve and maintain harmonious relations between the Town and the Union, and to provide for the equitable and peaceful adjustment of contractual differences which may arise, through proactive, constructive, and cooperative interaction, and to continue the existing harmonious relationship between the Police Department and its permanent employees, and to promote the efficiency, morale, well being, and security of the department's employees, and to establish proper standards of wages and benefits, hours, and other conditions of employment.

### **SECTION 1.2 – RECOGNITION**

The Town recognizes the Union as the sole and exclusive bargaining representative, pursuant to the provisions of New Hampshire RSA 273-A, for all full-time and regular part-time employees of the Town of Hanover Police Department, including police officers, corporals, detectives, communications officers, parking control officers, records coordinators, administrative clerks, parking control/facility technicians, and parking facility cashiers.

Excluded from recognition or coverage under this Agreement are the Police Chief, Captain, Lieutenant, Sergeant, Communication Services Coordinator, Administrative Secretary, 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 Town of Hanover.

### **SECTION 1.3 – DISCRIMINATION**

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

### **SECTION 1.4 – GENDER**

Whenever a male gender is used in this Agreement it shall be construed to include and refer to all employees in job classifications regardless of gender.

### **SECTION 1.5 – DEFINITIONS**

Whenever used in this agreement, the following terms and words shall be defined as indicated below:

ANNIVERSARY DATE: The completion of the initial evaluation period or the most recent step increase or reclassification date. (This date changes upon reclassification).

APPOINTING AUTHORITY: The Town Manager is the appointing authority for all classified positions, in his absence, the designated Acting Town Manager.

APPOINTMENT: The designation of a person as an employee of the Town and induction into a position.

CLASSIFICATION: The assignment of an individual position to an appropriate labor grade on the basis of kind of work, duties, authority, and responsibilities of the position.

COMPENSATION: The salary, wages, fees, and all other forms of valuable consideration, earned or paid to any employee by reason of service in the position, but not including allowances for expenses authorized and incurred as incidents to employment.

DEMOTION: The change of an employee to a position having a lower labor grade.

DISABILITY LEAVE: A leave given to an employee due to absence caused by a non-job related accident, injury, or disease, including leave taken for the period of temporary physical disability resulting from pregnancy, childbirth, or related medical conditions.

DISMISSAL: Involuntary separation of an employee from service as a result of disciplinary action, inability to perform the duties of the position, or for other reasons at the discretion of the Town.

ELIGIBLE: A person who has met the minimum qualification requirements established for a position or has met the requirements established to receive benefits from the Town.

EMPLOYEE – REGULAR: A classified employee who has satisfactorily completed the required initial evaluation period of employment.

EMPLOYEE - REGULAR PART TIME: An employee who works an average of at least twenty (20) hours per week, but less than the 35 or 40 hour work week (depending on the position), year-round. Regular part time employees are eligible for a pro rata portion of all fringe benefits.

EMPLOYMENT DATE: The date of hire.

EXAMINATION: Any test of fitness used to evaluate the ability of applicants to perform the essential functions of a position; for example, oral board, written test, performance test, physical examination, or assessment center.

FULL BENEFIT DATE: The first of the month following six months from the employment date.

INCUMBENT: An individual currently occupying a specific position.

INITIAL EVALUATION PERIOD: A working test period, usually a six-month period, following initial appointment or promotion during which an employee is required to demonstrate

by conduct and actual performance their fitness for the position to which they have been appointed. For those positions requiring certification ( i.e. patrol officer, etc.), transfer to regular status cannot occur until certification is received.

INJURY LEAVE: A paid leave given to an employee due to absence from work caused by an accident, injury, or disease that occurs while performing or as a result of having performed the duties of their position.

JOB DESCRIPTION: The written description of the duties, responsibilities and qualification requirements necessary and substantially related to an employee's ability to perform the essential functions of a position. Reasonable accommodations to physical or mental limitations made known to the Town by the employee or applicant will be made to ensure that the qualified disabled individual has an equal opportunity in applying for the job, to enable qualified disabled employees to perform the essential functions of a job, and to allow disabled employees to enjoy equal benefits and privileges of employment.

LABOR GRADE: A grouping of positions exhibiting comparable levels of duties, authority, and responsibilities so as to warrant the same range of compensation.

LAYOFF: Involuntary separation of an employee resulting from a reduction in force due to lack of work, lack of funds or abolishment of the employee's position.

LEAVE: A period of authorized absence during which an employee does not work but is still considered to be in the employ of the Town. Leave may be authorized without pay.

MILITARY RESERVE: All National Guard and Reserve soldiers, airman or sailors.

SALARY SCHEDULE: The schedules of compensation for all positions recognized under the Town classification plan, including the successive pay steps established for each labor grade. All classified positions will be paid according to the pay range established for that labor grade.

SUPERVISOR: Someone of the rank of Sergeant or above, or person acting in that capacity in the absence of a Sergeant.

OVERTIME: Any duty requiring the extension of an employee's regular workday shall be considered overtime. Overtime shall be paid at the rate of one and a half times an employee's regular hourly rate.

PAY RANGE: The spread of pay rates between the minimum and maximum rates established for each labor grade.

PAY STEP: A particular rate of compensation within a pay range.

PERSONNEL ACTION: All activities affecting any aspect of an employee's status, including appointments and changes in appointments, original hiring, re-employment, transfer, promotion,



demotion, changes in hours, reclassification, resignation, suspension, dismissal, and placement in leave status.

POSITION: A regularly established job in the service of the Town.

PROMOTION: The change of an employee to a position in a higher labor grade.

RECLASSIFICATION: A change in classification of an individual position by raising it to a higher labor grade or reducing it to a lower labor grade on the basis of the duties, authority, and responsibilities of the position.

REGULAR RATE: The actual step an employee has reached within the labor grade established for their position.

RESIGNATION: Separation of an employee from Town employment by his own voluntary act.

RETIREMENT Separation of an employee from Town employment in accordance with the provisions of the New Hampshire Retirement System.

SEPARATION: The termination of an employee from employment by the Town through retirement, resignation, layoff, or dismissal.

STEP INCREASE: A pay increase, granted as a result of acceptable job performance, to a higher step within the labor grade established for the position.

SUSPENSION: An enforced leave of absence for disciplinary purposes or pending an investigation of charges made against an employee.

TEMPORARY APPOINTMENT: An appointment to an approved position for a period generally not to exceed six (6) months of actual work in a calendar year.

TRANSFER: A change of an employee from one position to another position.

## **ARTICLE II – ADMINISTRATIVE AND EMPLOYEE RESPONSIBILITIES**

### **SECTION 2.1 – MANAGEMENT RIGHTS**

Except as otherwise specifically provided in this Agreement, the management and direction of Police Department operations, as well as the means by which such operations are to be conducted, shall remain the sole and exclusive responsibility of the Town. All rights and responsibilities not specifically modified by this Agreement shall continue to remain as the sole and exclusive function of the Town.

The Town retains the sole responsibility to determine the total number of employees required to perform the duties of the Police Department, and to adjust the assignment of those employees as necessary for the efficient management of the department.

The Hanover Personnel Policy Manual in effect as of the signing of this Agreement will prevail in all matters, except where there is a specific provision in this agreement.

Nothing in this Agreement shall be construed to limit the right of the Police Chief or his designee to command the Police Department in any and all emergency situations as deemed appropriate. Nothing in this section shall be construed to limit the rights of employees under law.

## SECTION 2.2 – UNION ACTIVITY

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

## SECTION 2.3 – UNION BUSINESS

One employee will be allowed to represent the Union, without loss of pay or benefits, to perform their Union functions including, but not limited to, attendance at regular and special meetings, conventions, seminars and conferences. These meetings shall include, but not be limited to, the New England Police Benevolent Association convention. Members of the Union negotiating team, or grievance committee, not to exceed one employee per shift shall be allowed time off with pay for all negotiating meetings and activities related to the grievance procedure, which shall be mutually set by the employer and the Union, without loss of pay. On-duty members will be allowed to attend meetings provided that they remain available for emergencies and public inquiry.

## SECTION 2.4 – UNION OFFICE – UNION BULLETIN BOARD

The Town agrees to allow the Union to have space for a desk in the police station, as well as bulletin board space, and the use of an area in the public safety complex for Union informational activities and meetings, provided that all such areas will be kept in a neat and orderly manner, and that any such usage does not interfere with the operation of the Police or Fire Departments. No notice shall be posted on the bulletin board until it has been signed by a Union representative.

## SECTION 2.5 – CONSULTATION CLAUSE

- A. Two representatives of the Union shall meet with the Police Chief and his designee once a month as needed to discuss matters of mutual concern, including matters necessary to the implementation of this Agreement. An agenda shall be submitted by the Union to the Chief no less than five days prior to the scheduled meeting. Additional matters may be placed on the agenda at the discretion of the Chief. Nothing contained herein shall prevent the Chief and the Union from meeting on a less frequent basis by mutual agreement.

- B. Nothing contained herein shall prevent the Union and the Chief from consulting at any time if matters of mutual concern arise of an urgent or emergency nature.

### **ARTICLE III – DUES CHECK OFF**

#### **SECTION 3.1 – UNION DUES**

Upon individually written authorization by a Union member and approved by the Union President, the Town agrees to deduct from the pay of each Union member so authorized, the current Union dues, as certified to the Town by the Treasurer of the Union, and deliver the same once a month to the Union Treasurer. Said deduction shall be made on each pay period. However, if a member has no check coming to him or the check is not large enough to satisfy the deduction, then and in that event no collection will be made from said member for that pay period. In no case shall the Town attempt to collect fines or assessments for the Union beyond the regular dues. The Union agrees to hold the Town harmless from any claim or liability arising out of the deduction of Union dues.

#### **SECTION 3.2 – AGENCY FEE**

Upon individually written authorization, or unless otherwise permitted under law, the Town agrees to deduct from the pay of each employee, who is not a member of the Union, an agency fee, to cover the costs incurred by the Union for representation of such employees, and deliver the same to the Union Treasurer. The amount of the fee shall be determined by the Union, as certified to the Town by the Treasurer of the Union, but shall not exceed the cost of the Union dues referenced in Section 3.1, above. Payment of the agency fee under this section shall be a condition of continued employment for an employee who is not a member of the Union. The Union agrees to indemnify the Town from any claim from an employee or other third party arising out of the deduction of agency fees.

### **ARTICLE IV – SAVINGS CLAUSE**

If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid by any court action or by reason of existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

### **ARTICLE V – UNION SECURITY**

Each member of the bargaining unit who, on the effective date of this Agreement, is a member of the Union and each employee who becomes a member of the Union after that date shall continue his membership in the Union during the duration of this Agreement; provided, however, that an employee may at his discretion, and in writing, with a copy to the Town withdraw his

membership from the Union within five (5) calendar days prior to the first day of January, May and September of each calendar year.

## **ARTICLE VI – ACCESS TO PERSONNEL FILE**

Employees shall be permitted to review their personnel file upon request to the Police Chief or his designee during the regular business hours of the Police Department. Employees will receive copies of any disciplinary items placed in their file. Employees shall have the right to respond in writing to any document or other information placed within their personnel file and said response shall also be placed within their personnel file.

## **ARTICLE VII – DISCIPLINARY ACTIONS**

### **SECTION 7.1 – DISCIPLINARY POLICY**

No employee shall be disciplined but for just cause. Any discipline shall be commensurate with the alleged violation and shall be progressive and corrective in nature.

### **SECTION 7.2 – TYPES OF DISCIPLINARY ACTION**

The type of disciplinary action taken will vary with the severity of the situation and may include the following measures: Oral or Written Reprimand, Suspension, Disciplinary Probation, Discharge.

### **SECTION 7.3 – REPRESENTATION**

Employees have the right to a Union representative of their choice present at any disciplinary hearing or investigative interview that the employee may reasonably believe may lead to their being disciplined. However, obtaining a Union representative shall not unreasonably delay any such proceeding. The Union shall have the right to be present at all meetings, hearings and discussions when management issues or intends to issue discipline to any unit member.

### **SECTION 7.4 – RIGHT TO PRE-DISCIPLINARY HEARING**

No suspension without pay in excess of seven (7) days or discharge shall be imposed until the employee has been furnished a written statement describing in detail the reason(s) for the proposed action, and until such time as the employee, if he so desires, shall be afforded full evidentiary hearing before the Town Manager.

### **SECTION 7.5 – DISCIPLINARY RECORDS**

- A. Records of disciplinary actions resulting in the suspension or termination of an employee, or of repeated infractions of the same offense by an employee, that have been in an employee's personnel file for five (5) years, may be reviewed by the Police Chief and,

upon recommendation of the Chief and the approval of the Town Manager, such records may be removed from the employee's personnel file.

- B. All other records of disciplinary actions including oral or written reprimands that have been in an employee's personnel file for three (3) years may be reviewed by the Police Chief and, upon recommendation of the Chief and approval of the Town Manager, such records may be removed from the employee's personnel file.

## **ARTICLE VIII – GRIEVANCE PROCEDURE**

### **SECTION 8.1 – DEFINITION**

A grievance is defined as a dispute, claim or complaint raised by an employee or employees covered by this Agreement involving the meaning, interpretation or application of the express provision(s) of this Agreement. The Union may file a grievance on behalf of its members. A grievance shall be in writing, describing the grounds upon which it is based, including the relevant provision(s) of this Agreement, and the relief sought.

### **SECTION 8.2 – GRIEVANCE PROCEDURE**

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.

### **SECTION 8.3 – FILING A GRIEVANCE**

Prior to the institution of the formal grievance procedure, any employee who believes to have been aggrieved may attempt to informally resolve the matter with a supervisor. The supervisor has the responsibility to attempt to resolve the employee's grievance if the Supervisor has the authority to do so. Any resolution shall not be inconsistent with the terms of this collective bargaining agreement.

The employee involved shall file the grievance in writing to the Union's Judicial/Grievance Committee within fifteen (15) working days from the date of the event or discovery of the event that gives rise to the alleged grievance. The Union shall review the merits of the grievance.

### **SECTION 8.4 – PROCESSING A GRIEVANCE**

Within ten (10) working days after the grievance is filed with the Union's Judicial/Grievance Committee, the Union shall, if wishing to process the grievance, file the grievance in writing with the Police Chief or his designated official for disposition.

If the Union's Judicial/Grievance Committee does not wish to process the grievance, or if the employee wishes to process the grievance without the intervention and representation of the Union, the employee may file said grievance in writing with the Police Chief or his designated

official for disposition within ten (10) working days after the grievance was filed with the Union's Judicial/Grievance Committee.

The Police Chief, or his designee, shall meet with the Union and/or employee within ten (10) working days of receipt of the grievance.

#### SECTION 8.5 – RESPONSE BY POLICE CHIEF

The Police Chief or his designee shall respond within ten (10) working days of the meeting referenced above to the employee and/or Union filing the grievance. If the employee and/or Union is not satisfied with the response from the Police Chief or his designee, an appeal in writing may be filed with the Town Manager within ten (10) working days of receipt of the response from the Police Chief or his designee.

#### SECTION 8.6 – APPEAL TO TOWN MANAGER

The Town Manager or his designee shall meet with the Union and/or employee within ten (10) working days of receipt of the grievance, and shall accept and consider evidence relative to the issue(s) at hand. The Town Manager or his designee shall respond to the Union and/or employee within ten (10) working days of said meeting.

#### SECTION 8.7 – ARBITRATION

If the Union is not satisfied with the disposition of the grievance by the Town Manager, the Union may file in writing within ten (10) working days with the Town Manager the Union's intent to submit the grievance to arbitration. An arbitrator shall be selected through the procedures of the New Hampshire Public Employee's Labor Relations Board. The Union shall file its Request for Arbitration with the PELRB within sixty (60) calendar days of the filing of its notice of intent.

The arbitrator shall furnish a written decision within thirty (30) days of the close of the arbitration hearing. The arbitrator shall have no power to add to, ignore or modify any of the terms and/or conditions of this Agreement. If within the scope of his authority and under this agreement, the decision of the arbitrator shall be considered final and binding upon the Town, the Union, and the aggrieved employee.

The cost and expense of the arbitrator shall be shared equally by the Town and the Union.

#### SECTION 8.8 – TIME LIMIT – UNION

If said grievance is not processed within the time limits imposed on the Union it will be considered withdrawn and no further action will be taken.

## SECTION 8.9 – TIME LIMIT – TOWN

If said grievance is not processed within the time limits imposed on the Town, it will be considered to be settled in favor of the grievant.

## SECTION 8.10 – WAIVER OF TIME LIMITATION

All time limits referred to in this section may be extended or waived upon mutual agreement of both the Town and the Union.

# ARTICLE IX – SENIORITY

## SECTION 9.1 – TYPES OF SENIORITY

There shall be two (2) types of Seniority:

- A. Department Seniority – Shall relate to the time an employee has been continuously employed by the Department. It is understood that full time employees shall rank above regular part time employees.
- B. Classification Seniority – Shall relate to the length of time an employee has been employed in a particular classification. It is understood that full time employees shall rank above regular part time employees.

## SECTION 9.2 – ESTABLISHMENT OF SENIORITY

- A. Department Seniority: Shall be determined by continuous service in a permanently appointed position within the Department.
- B. Classification Seniority: Upon receiving a promotion, an employee's name shall be entered at the bottom of that particular Classification Seniority list to which the employee has been promoted, regardless of the employee's Department Seniority.

## SECTION 9.3 – SIMULTANEOUS APPOINTMENT

- A. Department Seniority: In the event that two or more employees have the same appointment date, their placement on the Department Seniority list shall be determined by the Police Chief or his designee.
- B. Classification Seniority: In the event that two or more employees have the same classification appointment date, their placement on the Classification Seniority list shall be determined by Department Seniority.

#### SECTION 9.4 – PROBATION PERIOD

Until a newly hired employee has successfully completed an initial evaluation period, it shall be deemed that the employee has no seniority status, and the employee may be discharged without cause and such discharge or lay-off shall not be subject to the Grievance Procedure. Department Seniority and Classification Seniority are effective upon successful completion of the initial evaluation period.

#### SECTION 9.5 – BREAK IN SERVICE

Seniority shall be broken only by resignation, discharge for just cause, leave of absence in excess of twelve (12) months, or retirement.

#### SECTION 9.6 – APPLICATION OF SENIORITY

- A. Department Seniority: Shall be utilized for shift bidding, posted outside details, and posted overtime shifts. The request of an employee holding a more senior status will take precedence over a less senior employee's request when signing up for a particular duty shift, posted outside detail, or posted overtime shift. Provided, however, that employees assigned to a particular shift/team shall have first preference to fill overtime opportunities for that shift/team based upon department seniority. Department seniority also shall prevail in matters concerning lay-off and re-hiring.
- B. Classification Seniority: Shall prevail in matters of the daily operation of the Department and investigation of crimes.
1. An employee may exercise Department Seniority (also known as bumping) over another employee having a less senior status from an overtime shift or outside detail, including the Chief, Captain, Lieutenants, and Sergeants.
  2. Each employee may only do so a total of four (4) times in a calendar year.
  3. The member bumping another from an overtime shift or outside detail shall personally notify the person being bumped.
  4. The member bumping another shall also notify the Patrol Lieutenant in writing or by email each time they exercise such authority.
  5. The Patrol Lieutenant shall record each occasion where an employee bumps another, and shall make the information accessible to employees.
  6. No one can be bumped from an outside detail or overtime shift within 72 hours of the scheduled detail or shift.



## SECTION 9.7 – EXCEPTION TO APPLICATION OF SENIORITY

- A. Under certain occasions, the Police Chief, or his designee, may allocate shift assignment, specific detail assignment, or specific overtime shifts contrary to the procedures outlined above. The Police Chief, or his designee, shall have proper justification to do so according to, but not limited to, the following examples:
1. When a shift or outside detail has gone unfilled for 48 hours since posting, or
  2. When a shift or outside detail has to be filled within 24 hours of receiving said notice, or
  3. When a shift needs to be filled by a supervisor based on staffing needs for that particular shift.
- B. This provision also dictates that Union members shall have seniority in matters of signing up for outside details and posted overtime shifts over the Chief, Captain, Lieutenant, or Sergeant, except in cases where the outside detail or overtime shift calls for a supervisor. No one can be bumped from an outside detail or overtime shift within three (3) days of the scheduled detail or shift.
- C. The member exercising seniority shall personally notify the person bumped.

## SECTION 9.8 – POSTING OF SENIORITY LIST

The Department Seniority and Classification Seniority Lists shall be posted by the Police Department administration on the bulletin board in the squad room annually, in January, and shall update it as changes occur.

## **ARTICLE X – HOURS OF WORK AND OVERTIME**

### SECTION 10.1 – HOURS OF WORK

- A. The regular work schedule for police officers, detectives, parking control officers, communications officers, parking control/facility technicians, and parking facility cashiers shall consist of a forty (40) hour workweek. However, the regular work schedule for police officers assigned to the “midnight shift” shall consist of four (4) ten (10) hour work days. The 10-hour shift may be temporarily suspended during a staffing crisis, defined as a drop in full time certified Patrol Officers below the level of eight (8). Any such suspension may occur upon a two-week notice to the union prior thereto. When the staffing level returns to eight (8) full time certified Patrol Officers, the “midnight shift” will be restored to the four (4) ten (10) hour workdays.
- B. The regular work schedule for records coordinators and administrative clerks shall consist of five (5) seven (7) hour workdays.

- C. Shift work is applicable to all positions except records coordinator and administrative clerk.
- D. The foregoing provisions regarding hours of work shall not preclude the parties from agreeing to alternative work schedules during the term of this contract.

#### SECTION 10.2 – OVERTIME

Any duty requiring the extension of an employee's regular workday shall be considered overtime. Overtime shall be paid at the rate of one and a half times an employee's regular hourly rate. Overtime must be approved in advance, if practicable, by a supervisor.

#### SECTION 10.3 – ACCOUNTING FOR ABSENCES

Employees must account for any absences during their regular workday by using the appropriate leave time (vacation, sick, compensatory, or personal time). Leaves of absence without pay must be approved by the Town Manager or designee.

#### SECTION 10.4 – OVERTIME CALCULATION

Overtime shall be calculated to the next quarter hour.

#### SECTION 10.5 – COVERAGE

Staffing requirements for regular shifts and outside details will be assigned on a voluntary basis whenever possible, and as evenly and equitably distributed as possible. If no one has volunteered, the Police Chief or his designee may require an officer who is off duty and not on leave (e.g. vacation, sick leave) to provide coverage. The employee must be given at least forty-eight (48) hour notice for outside detail assignments, provided that the department itself has forty-eight (48) hour notice of the detail.

#### SECTION 10.6 – MEAL PERIODS

A meal period shall be reserved for each employee, normally one half hour, but up to one hour at the discretion of the supervisor, and shall be included in computing total work hours.

## **ARTICLE XI – HOLIDAYS**

### **SECTION 11.1 – HOLIDAYS**

The Town recognizes the following days as holidays:

New Year's Day	Veteran's Day
Martin Luther King, Jr. Day	Thanksgiving Day
Presidents' Day	Day After Thanksgiving
Memorial Day	Christmas Day
Independence Day	One Floating Holiday
Labor Day	

In addition, any other official legal holiday as declared by statute by the State of New Hampshire General Court after this agreement has been ratified.

Employees shall receive one (1) floating holiday each fiscal year to be taken in accordance with the employee's preference upon approval of the Police Chief or his designee. If the employee requests a date not already designated a floating holiday by the Town, the employee shall give at least one week's notice before the date is requested. Floating Holidays may not be carried over from one year to the next.

### **SECTION 11.2 – COMPENSATION**

- A. Detectives, Police Officers, and Communication Officers shall receive a paid day off, accrued as annual leave time at the rate of 7.33 hours per month, to be utilized as annual leave time.
- B. Other employees shall be paid based upon the number of hours that normally would have been worked that day if the day had not been a holiday. Part-time employees shall receive pro-rated pay.
- C. All employees who are required to work on the following six (6) holidays shall be paid time and a half their pay for that scheduled shift: New Year's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, and Christmas Day. Employees will be paid time and a half pay for one shift that begins or ends on these holidays, but not for two scheduled shifts. This shall not preclude employees being paid at their overtime rate for working any overtime on these holidays.

## **ARTICLE XII – SAFETY AND HEALTH**

The Town agrees to maintain the highest possible standards for a safe and healthy work environment. The Town and Union shall cooperate in the enforcement of safety rules and regulations.

## **ARTICLE XIII – CLOTHING AND MAINTENANCE**

### **SECTION 13.1 – UNIFORMS AND EQUIPMENT**

The Town shall provide all articles of uniforms and equipment that are required for duty. All such articles, which are determined by the Chief of Police, or his designee, to have been damaged or worn out from use, shall be repaired or replaced by the Town. These uniforms and equipment are the property of the Town, and must be returned to the Town upon termination of employment.

### **SECTION 13.2 – CLEANING AND MAINTENANCE**

The Town shall provide for the cleaning of all clothing that is required for duty under SECTION 13.1.

### **SECTION 13.3 – GROOMING STANDARDS**

1. Employees shall maintain a smart, conservative, well-groomed appearance.
2. Neatly trimmed mustaches are permitted for all employees, provided that they do not obscure the upper lip more than one-half inch beyond the corner of the mouth.
3. Neatly trimmed goatees and beards are permitted for civilian, non-sworn employees only.

## **ARTICLE XIV – JOB DESCRIPTIONS**

The Job Description for Police Officer is attached to this Agreement as Appendix A.

The Job Description for Detective is attached to this Agreement as Appendix B.

The Job Description for Communications Officer is attached to this Agreement as Appendix C.

The Job Description for Parking Control Officer is attached to this Agreement as Appendix D.

The Job Description for Records Coordinator is attached to this Agreement as Appendix E.

The Job Description for Administrative Clerk is attached to this Agreement as Appendix F.

The Job Description for Parking Control/Facility Technician is attached to this Agreement as Appendix G.

The Job Description for Parking Facility Cashier is attached to this Agreement as Appendix H.

These shall constitute the Job Descriptions for employees of the bargaining unit represented by the Union.

## ARTICLE XV – COMPENSATION

### SECTION 15.1 – WAGES

Wages: All increases in wages and cost items are contingent upon BOS approval and a successful vote at the 2011 Town meeting.

- A. Effective July 1, 2011, the Labor Grade and Step schedule shall be adjusted to reflect a 1.5% cost of living increase. One additional Step shall be added to the top of the 2011-2012 Labor Grade and Step schedule. This new step is 1.0% higher than the previous step and is identified as W-1.
- B. Effective July 1, 2012, the Labor Grade and Step schedule shall be adjusted to reflect a 1.5% cost of living increase. One additional Step has been added to the top of the 2012-2013 Labor Grade and Step Schedule. This new step shall be 1.0% higher than the previous step and is identified as W-2.
- C. Effective July 1, 2013, the Labor Grade and Step schedule shall be adjusted to reflect a 2.0% cost of living increase. On July 1, 2013, employees that were on Step W-2 during the 2012-2013 fiscal year shall receive a one-time cash payment of \$500.00 in addition to any cost of living adjustment to Step W-2. Where applicable, this one-time cash payment of \$500.00 will be paid in the employee's paycheck in full on or before July 18, 2013.

### SECTION 15.2 – ANNUAL STEP INCREASES

- A. Upon successful completion of an employee's probationary period, an employee shall receive a one step increase in compensation. Thereafter, upon successful completion of one year of service, as determined by the Police Chief or his designee, the employee shall receive a step increase. The Police Chief or his designee may deny a step increase for just cause. The burden of proving just cause is upon the Town and is subject to the grievance procedure as set forth in Article VIII.
- B. The Town Manager may grant an extra one step at any time during the year after reviewing a detailed written recommendation from the Police Chief outlining the employee's exceptional performance, reclassification of the incumbent's position, or the existence of unusual conditions that make such action necessary.
- C. Performance Evaluation: For purposes of annual step increases, every employee's performance shall be evaluated in writing prior to their anniversary date. Failure to complete an employee's evaluation by the anniversary date, through no fault of the employee, shall not delay the granting of the employee's step increase.
- D. Each employee will receive written confirmation of annual step increases.

### SECTION 15.3 – CALL-IN/CALL-BACK PAY

Off-Duty employees who are called in to work during other than normal or scheduled hours for any reason shall be paid, regardless of how long they actually work, a minimum compensation of not less than three (3) hours at their overtime rate.

The call-in/call-back shall be considered to be completed at the time the shift supervisor shall declare it over. In the event that the employee works in excess of three (3) hours, the employee shall receive their overtime rate of one and one-half times their regular rate of pay calculated to the next quarter hour.

### SECTION 15.4 – COURT TIME

Any employee required by the Town to attend Court or a hearing during their off-duty hours shall be paid a three (3) hour minimum at their overtime rate, but shall pay to the Town any and all witness fees paid to them for attending the Court or hearing. This will include any local, state or federal courts, or any matter or proceeding related thereto (i.e. depositions, ALS hearings).

### SECTION 15.5 – INCENTIVE PAY

The Town's Incentive Pay Program for the Police Department shall be amended to delete incentives for department duties and training effective July 1, 2006. On that date, all members of the bargaining unit shall be placed in a new step in their respective labor grade that is the highest one closest to the total of their base pay plus their department duties and training incentives, if any, as of the date a tentative agreement is reached on this contract. The Incentives Pay Program for physical fitness and education shall be retained.

See change to the education section of the Incentive Program – “An individual will not receive incentive points for a degree until they have completed (3) three one (1)) years of employment with the Town of Hanover.”

### SECTION 15.6 – OUTSIDE DETAILS

Outside or private work details shall be paid at the overtime rate equal to Step 13V (for Patrol) and Step 12V (for dispatchers) that is in effect at the time of this Agreement, and shall include payment of a guaranteed three (3) hour minimum. Employees who receive notification of the cancellation of a detail with less than two (2) hours notice prior to the starting of the detail shall be paid the three (3) hour minimum.

### SECTION 15.7 – TRAVEL TIME

Any travel away from home, approved by the Police Chief or his designee, is considered “hours worked” when it occurs during regular working hours on regular working days or on days off, and will be paid in accordance with the provisions of ARTICLE X. The employee will receive mileage reimbursement, at the current Federal rate, if the employee utilizes his personal vehicle.

## SECTION 15.8 – TRAINING TIME

Mandatory training time is compensable at the employee's overtime rate of pay if it occurs outside the employee's regular workday. Non-mandatory training time is compensable at the employee's regular rate of pay regardless if it occurs outside of the regular workday or on the employee's day off.

## SECTION 15.9 – PARKING

The Town shall provide parking spaces at the Police Station at no cost to the employees during their work hours.

# ARTICLE XVI – LEAVE

## SECTION 16.1 – GENERAL POLICY

Leave is a period of authorized absence during regularly scheduled work hours that is approved by proper authority, during which time the employee does not work, but is still considered to be in the employ of the Town. Leave may be authorized with or without pay, and shall be granted in accordance with these rules on the basis of the work requirements of the department, and whenever possible, the personal wishes of the employee.

## SECTION 16.2 – PROCEDURE FOR REQUESTING LEAVE

All leave other than sick, injury, or emergency leave must be requested in writing on the leave form and approved by the direct supervisor or Police Chief prior to the taking of leave. In the case of illness, injury, or emergency, employees shall notify the supervisor or Police Chief as soon as possible prior to the time set for regularly scheduled working hours.

An employee may not cancel any scheduled leave with less than 48 hours notice to his shift supervisor, and Police Chief, except in special circumstances, which must be approved by the Police Chief.

Requests for leave without pay must be submitted in writing to the Police Chief, and approved by the Town Manager. An employee will not be paid for any absence from scheduled working hours unless such absence is approved by the Police Chief, or his designee.

## SECTION 16.3 – VACATION LEAVE

Each employee shall be eligible for a leave with pay for the purpose of taking a vacation. Vacation time will begin to accrue from the first day of employment. The seniority listing in ARTICLE IX shall be used for the purpose of determining the time and the length of vacation.

## SECTION 16.4 – LENGTH OF VACATION

Each regular full time employee shall accrue annual vacation leave according to the following schedule:

1. During the first year of employment and until the completion of five (5) years of continuous service, two (2) work weeks annually, to be accrued in monthly increments.
2. Upon completion of five (5) years of continuous service, three work weeks annually, to be accrued in monthly increments.
3. Upon completion of ten (10) years of continuous service, four work weeks annually, to be accrued in monthly increments.

Prior service with the Town will count toward these five (5) and ten (10) year thresholds for purposes of calculating vacation accruals for all employees on the effective date of this contract. Employees re-hired after the effective date of this contract, will only receive credit for prior service for purposes of calculating vacation accruals if they are re-hired within one year of leaving Town service.

Each regular part time employee working twenty (20) or more hours per week shall be granted vacation with pay on a prorated basis equivalent to the percentage of hours worked compared to the regular work week of the full time job classification within the Department.

Absences cannot be charged against vacation leave that has not yet accrued.

## SECTION 16.5 – USE OF VACATION LEAVE

Vacation leave may be taken all at once, several days at a time, in parts of days, or accumulated and carried over into the following year.

Employees will not be allowed to carry over vacation time in excess of the following schedule:

- A. Employees who work forty (40) hours per week and whose holidays are calculated as vacation leave.
  1. Employees with 1 - 5 years of service will not be allowed to have more than 352 hours of accumulated vacation leave time on the books at any time.
  2. Employees with 6 - 10 years of service will not be allowed to have more than 432 hours of accumulated vacation leave time on the books at any time.
  3. Employees with 10 years or more of service will not be allowed to have more than 512 hours of accumulated vacation leave time on the books at any time.
- B. Employees who work thirty-five (35) hours per week.
  1. Employees with 1 - 5 years of service will not be allowed to have more than 140 hours of accumulated vacation leave time on the books at any time.



2. Employees with 6 - 10 years of service will not be allowed to have more than 210 hours of accumulated vacation leave time on the books at any time.
3. Employees with 10 years or more of service will not be allowed to have more than 280 hours of accumulated vacation leave time on the books at any time.

Exceptions to 16.5 may only be granted by specific written permission of the Town Manager after a written request is received from the employee with the written recommendation of the Police Chief. Employees are advised to take their vacation during the year in which it is earned.

If an employee wishes to be paid prior to going on vacation, the employee should notify the Police Chief at least ten (10) days in advance of the last working day before the vacation.

#### SECTION 16.6 – VACATION TIME

Vacation time will be allocated to each employee as vacation time is earned, will be shown on the pay slip of the employee, and will be updated on the first pay period of every month. Vacation time on the pay slips of Detectives, Police Officers, and Communications Officers includes a calculation for Holiday time.

#### SECTION 16.7 – VACATION SCHEDULING

Vacation leave will be scheduled by the shift Sergeant, with approval of the Police Chief, taking into consideration the best interest of the Town, the particular needs of the department, and the desire of the employee. A conflict in scheduling vacation leave among employees will be resolved by the shift Sergeant, with approval of the Police Chief, on the basis of the time the request is submitted, seniority, particular assignments of employees, and upcoming department work load.

No more than two employees from one shift shall be allowed to take simultaneous vacation leave days.

The shift supervisor shall be responsible for scheduling adequate coverage when vacation requests are received with 48 hours prior notice. With less than 48 hours notice, it shall be the responsibility of the employee seeking time off to arrange for another employee to cover their shift or outside detail. The employee covering a shift or outside detail is obliged to comply with these same provisions.

#### SECTION 16.8 – VACATION LEAVE SETTLEMENT UPON TERMINATION OF EMPLOYMENT

Employees who are eligible for vacation, and whose employment has been terminated for any reason shall be paid an amount equal to all accumulated vacation leave.

## SECTION 16.9 – DEATH OF AN EMPLOYEE ELIGIBLE FOR VACATION LEAVE

Upon the death of an employee who is eligible for vacation, payment shall be made to the beneficiary as listed in the employee's personnel file in an amount equal to the accumulated leave.

## SECTION 16.10 – VACATION AS SICK LEAVE

Vacation time may be used by employees in addition to, or in lieu of sick leave, with the approval of the Town Manager.

## SECTION 16.11 – SICKNESS WHILE ON VACATION

With the approval of the Town Manager, an employee who becomes ill while on vacation may change those days when ill to sick leave.

## SECTION 16.12 – SICK LEAVE POLICY

Sick leave shall be for the purpose of actual illness or disability of the employee, or because of illness or disability in the employee's immediate family, or to take, for himself or his immediate family, physical or dental examinations.

Immediate family shall include the following family members: spouse, child, mother, father, brother, sister, or other person living in the same household.

All permanent full time employees will be eligible for sick leave with full pay at the rate of twelve (12) days per year, or 7 hours per month for a 35 hour/week employee and 8 hours per month for a 40 hour/week employee, to be credited to the employee during the first pay period of each month.

Sick leave shall not be considered a privilege which an employee may use at his discretion, but shall be allowed only in the case of necessity and actual illness or disability of the employee, or because of illness or disability in the employee's immediate family, or to take, for himself or his immediate family, physical or dental examinations.

An employee who does not utilize sick leave in any four (4) month period, beginning with the first day of each month following use of a sick day or portion thereof, shall be credited with one additional vacation day.

## SECTION 16.13 – ACCUMULATION OF SICK LEAVE

Earned sick leave is accumulated on a continuous basis, from date of hire, and may be accumulated to a maximum of ninety (90) days or 630 hours for a 35 hour/week employee and 720 hours for a 40 hour/week employee. Notwithstanding, for employees hired after July 1, 2011, earned sick leave is accumulated on a continuous basis from date of hire and may be

accumulated to a maximum of sixty (60) days or 420 hours for a 35 hour/week employee and 480 hours for a 40 hour/week employee.

Sick leave shall not accrue to any employee who is on sick leave for one full calendar month or more. However sick leave shall continue to accumulate to any employee who is on injury leave, regardless of the length of the injury leave.

#### SECTION 16.14 – ADDITIONAL SICK LEAVE REQUEST

If the accumulated sick and vacation leave credits have been or are about to be exhausted, an employee may make application in writing for an additional allowance of sick leave. See Appendix K, Sick Leave Donation Policy.

#### SECTION 16.15 – ON DUTY EMERGENCY LEAVE

Members covered under this agreement will be allowed, without loss of pay, up to four hours of emergency leave from duty at any time, with reasonable notice to the shift supervisor to transport his immediate family to a medical facility for emergency treatment. This article will apply to childbirth, however this article is not intended to apply to non-emergency scheduled appointments.

IMMEDIATE FAMILY shall include the following family members: spouse, child, mother, father or other person living in the same household.

#### SECTION 16.16 – SICK LEAVE SETTLEMENT UPON TERMINATION OF EMPLOYMENT

Employees, employed by the Town of Hanover for one (1) to nineteen (19) years, who have accrued sick leave credits and whose employment is terminated for any reason shall be paid one half of the actual amount of sick time accumulated, but not expended. For employees employed by the Town of Hanover for more than twenty (20) years, the following sick leave reimbursements shall apply:

- A. Employees employed 20 - 24 years, reimbursement shall be 60% of sick leave accumulation.
- B. Employees employed 25 - 29 years, reimbursement shall be 70% of sick leave accumulation.
- C. Employees employed 30 - 34 years, reimbursement shall be 80% of sick leave accumulation.
- D. Employees employed 35 - 39 years, reimbursement shall be 90% of sick leave accumulation.
- E. Employees employed over 40 years, reimbursement shall be 100% of sick leave accumulation.

Upon the death of an employee who has accrued sick leave, payment shall be made to the beneficiary of the deceased employee in an amount as stipulated above.

The Town Manager's Office will maintain a record of all credits and debits to the sick leave account of each employee. The employee may inspect this record at any time.

#### SECTION 16.17 – DISABILITY LEAVE

DISABILITY LEAVE, as distinguished from sick leave, shall mean paid leave given to an employee due to absence caused by a non-job related accident, injury, or disease.

#### SECTION 16.18 – INJURY LEAVE

INJURY LEAVE shall mean paid leave given to an employee due to absence from work caused by an accident, injury, or disease which occurs while performing, or as a result of having performed the duties of their position.

Employees are responsible for notifying their supervisor as soon as possible of any injury. The supervisor is then responsible for seeing that a report of injury is filed with the Human Resources Department, that Department will then be responsible for filing the required state and insurance reports.

In the case of a slight injury which requires only "first aid", the employee and the supervisor are still responsible for completing and filing an injury report with the Human Resources Department. If the injury later requires medical treatment, the employee and the supervisor should then notify the Human Resources Department immediately that it has become a medical claim.

#### SECTION 16.19 – COMPENSATION WHILE ON SICK OR DISABILITY LEAVE

- A. Accumulated sick leave may be used by the employee during the first thirty (30) consecutive days of a disability leave.
- B. Should any disability continue beyond thirty (30) days, the employee will receive income protection coverage for sixty (60) percent of the employee's salary, if the employee has elected short-term disability coverage in his flexible benefits program.
- C. At any time after thirty (30) days disability, the employee may request that his accumulated sick and vacation leave be used as a special disability leave to supplement the income protection coverage.

#### SECTION 16.20 – COMPENSATION WHILE ON INJURY LEAVE

- A. The employee shall receive 100% of his base salary for the duration of any injury suffered while in the performance of duty, or as a result of having performed his duties in service to the Town of Hanover Police Department, until such time as the employee has returned to work, settled the worker's compensation claim with the Town's insurance

carrier, or been accepted by the New Hampshire Retirement System to receive a Disability Retirement Pension.

- B. During the period the employee is receiving 100% of his salary, the employee shall pay to the Town all worker's compensation benefits.
- C. During the period of injury, the Town shall maintain regular payments into all medical and pension plans to ensure continued coverage for the employee and his dependents. However, it shall be the responsibility of the employee to arrange with the accounting division for payments into the flex benefits program for coverage for which the employee is normally responsible.
- D. For all employees hired after July 1, 2011, the difference in pay between the amount of the employee's Worker's Compensation and full pay shall be deducted proportionately from the employee's accumulated sick or vacation leave. This provision shall not apply to work related injuries which the Workers Compensation Review Committee (comprised of the Chief of Police, HR Director and a Union Representative) concludes were incurred in the line of duty.
- E. Seniority, vacation, sick leave benefits and pension credits shall be maintained for the duration of the time spent on such leave.

#### SECTION 16.21 – PERSONAL LEAVE

- A. Employees covered by this Agreement will be allowed two (2) days of personal leave in each fiscal year to be earned at one day for each six months of service, beginning from the date of hire and credited to the employee on July 1<sup>st</sup> and January 1<sup>st</sup>.
- B. Personal leave with pay will be granted to employees to conduct personal business, subject to review and approval, and shall not be unreasonably denied.
- C. Employees will be paid their regular rate of pay for each personal day, or part thereof taken. Personal time may not be held over at the end of the fiscal year.

#### SECTION 16.22 – BEREAVEMENT LEAVE

The purpose of bereavement leave is to enable an employee to take care of personal arrangements and problems caused by the death of a member of his immediate family and to relieve himself of the concern over the loss of earnings on regularly scheduled work days immediately following the death.

The Town Manager shall grant, upon the request of a permanent employee, five (5) working days of bereavement leave without loss of pay upon the death in such employee's immediate family. IMMEDIATE FAMILY shall mean the employee's spouse, child, mother, father, brother, sister, father-in-law, mother-in-law or other person living in the immediate household.

The Town Manager may grant bereavement leave upon the death of an individual whose close association with the employee is equivalent to the family relationships listed above.

#### SECTION 16.23 – MILITARY LEAVE

An employee entering the regular military service or military reserves will be provided a leave of absence without pay (except as provided below) as required by Federal law. Uniformed service includes active duty, active duty for training, inactive duty for training (such as drills), initial active duty for training, and examination to determine fitness to perform any such duty. If the employee's absence creates an undue hardship, the Police Chief may contact military officials.

It is the employee's responsibility to:

- A. Provide the Police Chief with as much advanced notice of military service as possible, with the dates(s) the employee is leaving for military service.
- B. Provide written proof from military or selective service officials to the Police Chief, including date of departure and length of service required if possible.
- C. Fulfill originally scheduled work obligations if military leave is cancelled for the date(s) requested.
- D. Submit a military pay voucher or military pay form to the Police Chief to confirm that the requested military service was performed. A DD 214 will be accepted as proof of time served for extended (over 30 day) deployments.

The employee's failure to fulfill these responsibilities may result in disciplinary action.

An employee in the military reserve shall be paid the difference between compensation received while on reserve duty and regular compensation rates paid the employee by the department, provided that such payment by the department shall be limited to a period not to exceed two (2) days a month and two (2) weeks annual training for a total of thirty-eight (38) days in any twelve (12) month period and shall not include payment to members of the National Guard who may be mobilized during an emergency in the State.

Employees may, at their request, use accrued vacation leave time, excluding sick leave, during an approved military leave.

#### SECTION 16.24 – JURY DUTY

An employee called to court or jury duty, or for any other required appearance before a court as a result of duties pertaining to his employment as a Town of Hanover employee, will be granted a leave of absence with pay for the required time necessary to perform this duty. An employee who receives a jury notice, or subpoena to testify, should notify the department head immediately.

If a subpoena is for job related testimony, the employee shall receive his regular salary if performed during scheduled work time, or overtime for time spent outside of his regular duty shift, including travel time.

An employee who receives compensation from the court will sign over the court pay to the Town to receive his or her regular pay.

Employees in court on personal business, or business related to employment other than as a Town of Hanover employee, will take unpaid leave, personal or vacation leave.

#### SECTION 16.25 – ADMINISTRATIVE LEAVE

The Town Manager may grant administrative leave with pay so that an employee may attend official meetings, official training courses, or to participate in other official activities.

#### SECTION 16.26 – MATERNITY LEAVE

A leave of absence for maternity reasons may be granted, on approval of the Town Manager, for the period of incapacitation due to pregnancy, and for any time after delivery needed to adjust or make arrangements for care of the child.

A physician's explanation will be required if the leave of absence lasts more than ninety (90) days.

Such absence may be treated as sick leave, vacation leave, personal leave, leave without pay, or any combination of the above.

Upon the return from leave for maternity reasons, an employee will be reinstated to her former job, or it's equivalent, and retain the same status, rights and benefits earned prior to taking such leave.

#### SECTION 16.27 –PARENTAL LEAVE

A leave of absence shall be granted at the request of the employee for a period of time, twelve (12) weeks, for paternity/adoption leave, or for such needs directly related to the adoption, foster care or placement of a child. Such leave may be treated as sick leave, vacation leave, personal leave, leave without pay, or any combination of the above.

Upon return from leave for paternity/adoption leave, an employee will be reinstated to his former job, and retain the same status, rights, and benefits earned prior to taking such leave.

#### SECTION 16.28 – LEAVE FOR INTERSTATE FIRE CREWS

Employees who are members of the New Hampshire or Vermont Forest Fire Crews and who are called up to respond with the crew, will be allowed a leave period of up to three (3) weeks duty time from the day following the call-up, limited to one (1) call-up per calendar year.

Leave time shall be used from the employee's vacation or personal leave time accumulation, or taken without pay.

#### SECTION 16.29 – LEAVE OF ABSENCE WITHOUT PAY

The Town Manager may grant an employee a leave of absence for up to one (1) year upon written request of the employee, and approved by Police Chief, stating the reason for the request. Leave without pay shall be granted only when it will not result in undue prejudice to the interests of the Town. It shall be the responsibility of the employee, if the leave is granted, to make the necessary financial arrangements with the accounting division in order to maintain and keep current the employee's benefits, including, but not limited to medical and/or dental insurance, retirement, disability, and life insurance.

No leave shall be granted primarily in the interests of the employee, except in the case of an employee who has shown by his record of service to be of more than average value to the Town, and whose service it is desirable to retain, even at some sacrifice.

Upon expiration of an approved leave without pay, the employee shall be reinstated to the position held at the time leave was granted, without the loss of seniority, status, or benefits. Failure on the part of an employee on leave to report for duty promptly at its expiration may be cause for disciplinary action.

### ARTICLE XVII – INSURANCE

#### SECTION 17.1 – EMPLOYEE HEALTH INSURANCE PROGRAM

- A. The Town shall maintain the current flexible benefit program to qualifying employees with various options available. Qualifying employees are regular employees who work over twenty (20) hours per week. The type of coverage the Town will provide is the Blue Cross/Blue Shield \$200 Comprehensive Plan 10/20/45, Blue Choice 3 Tier 10/20/45, and Matthew Thornton Blue 10/20/45, or the substantial equivalent of these plans. The Town shall meet with the Union 30 days prior to any such change of plan so that the Union can consider the change and whether the proposed change in plan is substantially equivalent to the then current coverage.
- B. The Town shall fund each eligible employee's flexible benefit account based upon the full cost of the **Blue Choice 3 Tier 10/20/45** ~~most expensive health insurance~~ coverage for which the employee is eligible, minus the employee cost share as noted in F. below.
- C. An eligible employee may receive 40% of the cost of that plan if the employee elects not to have any health insurance coverage. The Opt Out cash payment for bargaining unit employees on the active payroll as of July 1, 2008 will be capped at \$6504.00. For all bargaining unit employees hired after July 1, 2008, the Opt Out cash payment will be capped at \$2500.00. Notwithstanding, any employee who is eligible for flex benefits that was hired before July 1, 2008, who opts out of the health insurance plan after July 1, 2011, shall receive 40% of the cost of the plan up to a maximum of \$5000.00.



Employees opting out must provide proof of health insurance coverage from other sources.

- D. If an employee elects coverage different from that for which the employee is eligible (single rather than family or two-person, two-person rather than family), the employee shall receive 40% of the cost difference between the eligible coverage and the elected coverage. The Opt Down cash payment is capped at \$6504.00. For all bargaining unit employees hired after July 1, 2008, the Opt Down cash payment is capped at \$2500.00. Notwithstanding, any employee who is eligible for flex benefits that was hired before July 1, 2008, who opts down after July 1, 2011, shall receive 40% of the cost difference between eligible coverage and elected coverage up to a maximum of \$5000.00.
- E. All employees will be eligible for health insurance coverage the first of the month following the completion of 30 days employment. The Town will provide an indemnity plan, a point of service plan, and a health maintenance organization plan (Appendix L).
- F. Each employee will cost share health insurance coverage according to the following formula:
  - 1. Employees with gross base salary of less than \$45,000 will contribute 10% of the medical insurance premium.
  - 2. Employees with gross salary of between \$45,000 and \$55,000 will contribute 12% of the medical insurance premium.
  - 3. Employees with gross base salary of greater than \$55,000 will contribute 15% of the medical insurance premium.
- G. At any time during the term of this contract the Town may introduce a new health insurance coverage option, so long as that coverage is optional.

## SECTION 17.2 – LIABILITY INSURANCE

The Town shall indemnify and defend all employees in actions arising out of, and within the scope of, their employment with the Town, including claims of False Arrest.

## **ARTICLE XVIII - DURATION AND RENEWAL**

This Agreement shall be effective from the first day of July 2011 until the thirtieth day of June 2014 and shall remain in full force and effect until a successor contract has been agreed upon and signed by all of the parties.

**For the Town of Hanover:**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Julia N. Griffin, Town Manager

**For Local 27, NEPBA:**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Randy G. Wagoner, President

## APPENDIX A

JOB TITLE: Police Officer PD/8

DEPARTMENT: Police, Town of Hanover

JOB SUMMARY: This position is responsible for the enforcement of federal, state, and local laws and the protection of life and property. An incumbent in this position may be designated as a Senior Police Officer.

### MAJOR DUTIES:

- Patrols an assigned zone on foot and by vehicle to detect and deter criminal activity and traffic violations.
- Responds to calls relayed by communications officers, including domestic disputes, assaults, burglaries, traffic accidents, lost or missing persons searches, public service duties, stranded motorists, and others.
- Conducts preliminary investigations into traffic accidents and other incidents, including interviewing victims, complainants and witnesses, gathering information and evidence, and securing crime scenes.
- Apprehends, arrests, and processes offenders, including fugitives; subpoenas witnesses.
- Provides assistance and backup support to other officers and emergency service providers as necessary.
- Assists motorists.
- Provides first aid and CPR to victims as necessary.
- Provides traffic direction as needed for events such as parades, funerals, events, and school crossings.
- May perform investigative duties on a rotating basis.
- Testifies in judicial proceedings as necessary.
- Completes all required reports and forms, including accident and incident reports.
- Inspects and maintains assigned patrol car, uniform, and equipment.
- May assist with training of department personnel.
- Prepares criminal and search warrants, complaints, and affidavits.

- Investigates animal complaints.
- Checks vacant residences and businesses.
- Serves criminal and court-related paper work.
- Attends ongoing training classes as required.
- May serve as a field training officer for the department.
- May supervise a shift of Police Officers in the absence of the Sergeant.
- Performs other related duties as assigned.

**KNOWLEDGE REQUIRED BY THE POSITION:**

- Knowledge of relevant federal and state laws, criminal and traffic codes, search and seizure laws, town ordinances, and department policies and procedures.
- Knowledge of traffic accident investigation techniques and procedures.
- Knowledge of the geography and streets of the town.
- Knowledge of first aid and CPR techniques.
- Knowledge of the court system and judicial procedures.
- Skill in the use of a computer.
- Skill in operating police vehicles, firearms, and emergency equipment.
- Skill in operating cameras, video camera recorders.
- Skill in operating radios and communications equipment.
- Skill in operating radar equipment.
- Skill in restraining persons without causing physical harm.
- Skill in oral and written communication.

**SUPERVISORY CONTROLS:** The Sergeant assigns work in terms of general instructions. Work is reviewed for compliance with instructions and established procedures, accuracy, and the nature and propriety of the final results.

**GUIDELINES:** Guidelines include state and federal laws, traffic laws, town ordinances, court rulings, constitutional guidelines, training manuals, and department policies and procedures. These guidelines are generally clear and specific, but may require some interpretation in application.

**COMPLEXITY:** The work consists of related law enforcement duties. The varied nature of calls and the potential for emergencies contribute to the complexity of the work.

**SCOPE AND EFFECT:** The purpose of this position is to protect life and property and enforce federal, state, and local laws. Successful performance helps ensure the safety and well-being of citizens and contributes to the efficient and effective operation of the department.

**PERSONAL CONTACTS:** Contacts are typically with co-workers, other town employees, other emergency service providers, college staff and officials, court system personnel, attorneys, judges, medical personnel, law enforcement officers from other agencies, and the general public.

**PURPOSE OF CONTACTS:** Contacts are typically to give or exchange information, provide services, interview persons, and resolve problems.

**PHYSICAL DEMANDS:** The work is typically performed while sitting, standing, walking, running, bending, crouching or stooping. The employee must occasionally lift light or heavy objects, use equipment requiring a high degree of dexterity, be able to distinguish between shades of color, and use the physical force necessary to arrest and restrain persons.

**WORK ENVIRONMENT:** The work is performed indoors, in a vehicle, and outdoors. The employee may be exposed to inclement weather, infectious diseases, and life-threatening situations. The work requires the use of protective clothing and devices.

**SUPERVISORY AND MANAGEMENT RESPONSIBILITY:** None.

**MINIMUM QUALIFICATIONS:**

- Ability to read, write and perform mathematical calculations at a level commonly associated with the completion of high school or equivalent.
- No experience requirements.

- Possession of or ability to readily obtain a valid driver's license issued by the State of New Hampshire for the type of vehicle or equipment operated.
- Ability to meet current requirements set forth by the Police Standards and Training Council for the State of New Hampshire.

## APPENDIX B

JOB TITLE: Master Police Officer

PD/7

DEPARTMENT: Police, Town of Hanover

JOB SUMMARY: This position is responsible for the enforcement of federal, state, and local laws and the protection of life and property. An incumbent in this position may be designated as a Senior Police Officer.

### MAJOR DUTIES:

- Patrols an assigned zone on foot and by vehicle to detect and deter criminal activity and traffic violations.
- Responds to calls relayed by communications officers, including domestic disputes, assaults, burglaries, traffic accidents, lost or missing persons searches, public service duties, stranded motorists, and others.
- Conducts preliminary investigations into traffic accidents and other incidents, including interviewing victims, complainants and witnesses, gathering information and evidence, and securing crime scenes.
- Apprehends, arrests, and processes offenders, including fugitives; subpoenas witnesses.
- Provides assistance and backup support to other officers and emergency service providers as necessary.
- Assists motorists.
- Provides first aid and CPR to victims as necessary.
- Provides traffic direction as needed for events such as parades, funerals, events, and school crossings.
- May perform investigative duties on a rotating basis.
- Testifies in judicial proceedings as necessary.
- Completes all required reports and forms, including accident and incident reports.
- Inspects and maintains assigned patrol car, uniform, and equipment.
- May assist with training of department personnel.
- Prepares criminal and search warrants, complaints, and affidavits.

- Investigates animal complaints.
- Checks vacant residences and businesses.
- Serves criminal and court-related paper work.
- Attends ongoing training classes as required.
- May serve as a field training officer for the department.
- May supervise a shift of Police Officers in the absence of the Sergeant.
- Performs other related duties as assigned.

**KNOWLEDGE REQUIRED BY THE POSITION:**

- Knowledge of relevant federal and state laws, criminal and traffic codes, search and seizure laws, town ordinances, and department policies and procedures.
- Knowledge of traffic accident investigation techniques and procedures.
- Knowledge of the geography and streets of the town.
- Knowledge of first aid and CPR techniques.
- Knowledge of the court system and judicial procedures.
- Skill in the use of a computer.
- Skill in operating police vehicles, firearms, and emergency equipment.
- Skill in operating cameras, video camera recorders.
- Skill in operating radios and communications equipment.
- Skill in operating radar equipment.
- Skill in restraining persons without causing physical harm.
- Skill in oral and written communication.



**SUPERVISORY CONTROLS:** The Sergeant assigns work in terms of general instructions. Work is reviewed for compliance with instructions and established procedures, accuracy, and the nature and propriety of the final results.

**GUIDELINES:** Guidelines include state and federal laws, traffic laws, town ordinances, court rulings, constitutional guidelines, training manuals, and department policies and procedures. These guidelines are generally clear and specific, but may require some interpretation in application.

**COMPLEXITY:** The work consists of related law enforcement duties. The varied nature of calls and the potential for emergencies contribute to the complexity of the work.

**SCOPE AND EFFECT:** The purpose of this position is to protect life and property and enforce federal, state, and local laws. Successful performance helps ensure the safety and well-being of citizens and contributes to the efficient and effective operation of the department.

**PERSONAL CONTACTS:** Contacts are typically with co-workers, other town employees, other emergency service providers, college staff and officials, court system personnel, attorneys, judges, medical personnel, law enforcement officers from other agencies, and the general public.

**PURPOSE OF CONTACTS:** Contacts are typically to give or exchange information, provide services, interview persons, and resolve problems.

**PHYSICAL DEMANDS:** The work is typically performed while sitting, standing, walking, running, bending, crouching or stooping. The employee must occasionally lift light or heavy objects, use equipment requiring a high degree of dexterity, be able to distinguish between shades of color, and use the physical force necessary to arrest and restrain persons.

**WORK ENVIRONMENT:** The work is performed indoors, in a vehicle, and outdoors. The employee may be exposed to inclement weather, infectious diseases, and life-threatening situations. The work requires the use of protective clothing and devices.

**SUPERVISORY AND MANAGEMENT RESPONSIBILITY:** Limited to an as-needed basis based on staffing levels.

**MINIMUM QUALIFICATIONS:**

- Possession of a high school diploma or equivalent.
- Possession of or ability to readily obtain a valid driver's license issued by the State of New Hampshire for the type of vehicle or equipment operated.

- Ability to meet current requirements set forth by the Police Standards and Training Council for the State of New Hampshire.
- Ten (10) years of consecutive service with the Hanover Police Department.
- Intoxilyzer certified (classification will only be effected by a lapse in certification long enough to trigger the State mandated training required for recertification).
- Radar Certified.
- Successful completion of both the Practical and Investigative Advanced Officer Schools offered by Police Standards and Training within one (1) year of appointment. (Extensions may be granted depending on Council training schedule and the officer's date of appointment.)
- No more than one (1) avoidable accident (substantial accidents where the officer is at fault in the last two years).
- Only eligible to those officers who have exhibited good conduct as reflected by no disciplinary action exceeding one written reprimand in the past two (2) years.
- Passing score of 80% in the written test (retesting will only be required if the officer has been demoted from Master Police Officer for more than three consecutive years).
- More than two (2) transgressions that result in written reprimands during any 12-month period shall be cause for reduction from Master Police Officer status.

It is the responsibility of any officer wanting to be appointed to the Master Police Officer status to apply in writing to the Chief of Police.

No appointment to the Master Police Officer status should be considered permanent. The officer must maintain the stated minimum qualifications to be assured of holding his or her position, absent the written test, which is a one-time event. Any officer who fails to pass the written test is not eligible to reapply until one (1) year has gone by from the date of the failed test. The officer's status will be reviewed on an annual basis. If an officer is not maintaining the stated minimums, his or her supervisor shall outline in memorandum form the events and deficiencies that would warrant a reduction in status. The Chief of Police shall conduct a hearing with the officer and his or her supervisor to make the final determination on whether a reduction in status is in order. The decision of the Chief is final.

To reapply for Master Police Officer status a minimum of 12 months must have passed from the previous determination before reconsideration is to be made. The retaking of the written test will not be necessary.



## APPENDIX C

JOB TITLE: Detective

PD/6

DEPARTMENT: Police, Town of Hanover

**JOB SUMMARY:** This position is responsible for investigating reported and suspected criminal activity, processing and preserving evidence from crime scenes, determining the chain of events leading to the commission of crimes, and providing support and testimony to assist attorneys in the prosecution of those responsible for committing crimes.

### MAJOR DUTIES:

- Carries out investigations of assigned cases to determine the nature of criminal activity in order to identify and apprehend offenders, prevent crimes and/or solve criminal cases; conducts follow-ups on assigned cases.
- Responds to crime scenes, receives initial report from uniformed patrol officer, and examines scene of crime to obtain clues and gather evidence.
- Interviews complainants, witnesses, victims, suspects and informants in person and by telephone; obtains/receives written and/or signed statements.
- Investigates known or suspected criminals or facts of particular cases to detect suspected criminal activity or clues.
- Identifies, collects, marks, and preserves physical evidence; photographs crime scenes, lifts fingerprints, and makes composites.
- Obtains and serves search and criminal warrants; apprehends and arrests suspects.
- Reviews investigative information; writes and files reports and supplementals on completed cases detailing witnesses and testimony, occurrence of events, and criminal history of suspect; describes action taken and results obtained.
- Plans court presentations with prosecuting attorneys; presents collected evidence and information to grand jury and court; testifies in judicial proceedings.
- Assists other law enforcement agencies with investigations upon request; provides information on criminal activity to federal, state and local law enforcement agents.
- May perform special duty assignments.
- Traces and recovers stolen property.
- Develops informant sources to obtain information on criminal activity.

- Responds to calls for service or requests for information from the public.
- Provides leadership and guidance to uniform officers as necessary.
- Performs other related duties as assigned.

**KNOWLEDGE REQUIRED BY THE POSITION:**

- Knowledge of federal and state laws, penal codes, constitutional guidelines, local ordinances, and department rules and regulations.
- Knowledge of criminal investigation methods.
- Knowledge of the judicial process and court procedures.
- Skill in crime scene processing methods used to collect and preserve evidence for court admissibility.
- Skill in the use of photography and surveillance equipment, audio and video equipment, radios, and various emergency equipment.
- Skill in the use of firearms and self-defense techniques.
- Skill in processing, recording, and filing evidence.
- Skill in interview techniques.
- Skill in oral and written communication.

**SUPERVISORY CONTROLS:** The Lieutenant - Criminal Investigation Division assigns work in terms of general instructions. Completed work is reviewed for accuracy, compliance with procedures, and the nature and propriety of the final results.

**GUIDELINES:** Guidelines include state and federal law, procedural laws, town ordinances, and department directives and standard operating procedures. These guidelines are generally clear and specific, but may require some interpretation in application.

**COMPLEXITY:** The position consists of varied duties in the investigation and prosecution of criminal cases. Complexity is added by the variety of tasks to be performed, time constraints, changing case law, and having to deal with the public.

**SCOPE AND EFFECT:** The purpose of this position is to investigate crimes, build a chain of events through such investigations that will lead to the prosecution of perpetrators of crimes, prevent criminal activity, and protect life and property. Successful performance contributes to the effective prosecution of cases and a sense of security in the community.

**PERSONAL CONTACTS:** Contacts are typically with co-workers, commercial business representatives, judges, attorneys, victims, suspects, persons convicted of criminal acts, the general public, and law enforcement representatives from federal, state, and local agencies.

**PURPOSE OF CONTACTS:** Contacts are typically to give or exchange information, provide services, resolve problems, negotiate matters, and interview victims, suspects, and witnesses.

**PHYSICAL DEMANDS:** Work is typically performed while sitting at a desk with intermittent standing and walking.

**WORK ENVIRONMENT:** Work is typically performed in an office and at various field locations. The employee may be exposed to inclement weather and potentially life threatening situations. The work requires the use of protective devices and equipment.

**SUPERVISORY AND MANAGEMENT RESPONSIBILITY:** None

**MINIMUM QUALIFICATIONS:**

- Knowledge and level of competency commonly associated with completion of specialized training in the field of work, in addition to basic skills typically associated with a high school education.
- Experience sufficient to thoroughly understand the work of subordinate positions to be able to answer questions and resolve problems, usually associated with one to three years experience or service.
- Possession of or ability to readily obtain a valid driver's license issued by the State of New Hampshire for the type of vehicle or equipment operated.
- Ability to meet current requirements set forth by the Police Standards and Training Council for the State of New Hampshire.

## APPENDIX D

JOB TITLE: Communications Officer

PD/12

DEPARTMENT: Police, Town of Hanover

JOB SUMMARY: This position is responsible for receiving calls for assistance from the public, dispatching appropriate public safety personnel, and maintaining a variety of department records for a variety of police, fire and emergency medical services agencies.

### MAJOR DUTIES:

- Receives, monitors, and dispatches radio communications traffic for emergency and non-emergency situations.
- Receives and screens all incoming telephone calls from the public and other public safety agencies; categorizes and prioritizes calls.
- Dispatches appropriate emergency personnel to incident locations; monitors status of emergency personnel.
- Provides pre-arrival instructions to callers.
- Maintains a log of incoming telephone and radio calls; logs incoming calls for all participating agencies; prepares monthly activity reports.
- Monitors and routes incoming messages from national and state computer networks; enters and removes information as requested into National Crime Information Center (NCIC) and the State Police Online Telecommunications System (SPOTS) networks, including information on missing persons or stolen articles; validates information as required.
- May maintain a contact list of phone numbers for business and residential alarm customers.
- Monitors and may maintain the digitized alarm system for area businesses and residents.
- Initiates and assists other police personnel in gathering information for incident, accident, arrest/booking, and other reports.
- Prepares videotapes of arrests and lock-ups for town, county, and state police as required.
- Monitors motor vehicle stops: records time and performs driver background checks.

## Communications Officer, Police

### Page 2

- May serve as division liaison at mutual aid association meetings.
- Monitors radio communications for the Public Works Department as necessary.
- Assists officers by using the SPOTS and NCIC computers to run criminal and license histories and vehicle information.
- Monitors the booking and cell areas by video and audio surveillance.
- Enters information such as dispatch cards, dog licenses, traffic citations, police reports, and case data to the computer.
- Monitors location and time of Public Works employees working in confined spaces or dangerous situations.
- Serves as back-up for the Lebanon Communications Center.
- Maintains call list for wrecker services used.
- Monitors the Dartmouth College fire alarm system.
- Informs officers on upcoming shifts of events occurring during the current shift.
- Assists the public by providing directions and information.
- May assist in training other communications officers in NCIC network procedures.
- May maintain the department's Internet home page.
- Performs other related duties as assigned.

### KNOWLEDGE REQUIRED BY THE POSITION:

- Knowledge of applicable federal, state, and local statutes and department policies and procedures.
- Knowledge of the regulations and procedures of state and national crime information centers.
- Knowledge of the geography and street system for covered service areas.
- Knowledge of the radio codes used in public safety work.



- Knowledge of dispatching procedures.
- Skill in obtaining and analyzing information.
- Skill in the operation of radio/communications equipment.
- Skill in the operation of video and audio surveillance equipment.
- Skill in the operation of computers.
- Skill in reading and interpreting maps.
- Skill in dealing with the public.
- Skill in maintaining records and preparing reports.
- Skill in making decisions accurately and rapidly.
- Skill in oral and written communication.

**SUPERVISORY CONTROLS:** The Emergency Services Coordinator assigns work in terms of general instructions. Work is reviewed for compliance with instructions and established procedures, accuracy, and the nature and propriety of the final results.

**GUIDELINES:** Guidelines include federal and state laws, town ordinances, mutual aid agreements, state and national crime information center procedures, and department standard operating procedures. These guidelines are generally clear and specific, but may require some interpretation in application.

**COMPLEXITY:** The work consists of related technical dispatching duties. The variety of emergency calls and the need to respond quickly to emergency situations contribute to the complexity of the work.

**SCOPE AND EFFECT:** The purpose of this position is to receive incoming calls and dispatch the appropriate emergency or non-emergency personnel. Successful performance helps ensure the protection of community life and property.

**PERSONAL CONTACTS:** Contacts are typically with co-workers, other town employees, representatives of other public safety agencies, government agency personnel, alarm company employees, representatives of service and support agencies, and the general public.

**PURPOSE OF CONTACTS:** Contacts are typically to exchange information, resolve problems, and provide services.

**PHYSICAL DEMANDS:** The work is typically performed while sitting at a desk or table, with intermittent standing or stooping. The employee must occasionally lift light objects and use tools or equipment requiring a high degree of dexterity.

**WORK ENVIRONMENT:** The work is typically performed in an office.

**SUPERVISORY AND MANAGEMENT RESPONSIBILITY:** None.

**MINIMUM QUALIFICATIONS:**

- Ability to read, write and perform mathematical calculations at a level commonly associated with the completion of high school or equivalent.
- Sufficient experience to understand the basic principles relevant to the major duties of the position, usually associated with the completion of an apprenticeship/internship or having had a similar position for one to two years.
- Possession of or ability to readily obtain SPOTS/NCIC certification.

## APPENDIX E

JOB TITLE: Parking Control Officer

PD/15

DEPARTMENT: Police, Town of Hanover

JOB SUMMARY: This position is responsible for patrolling and inspecting public parking areas for parking violations.

### MAJOR DUTIES:

- Checks parked vehicles for parking violations.
- Issues parking citations and maintains related records.
- Collects monies from parking meters; prepares bank deposits with assistance of bank personnel.
- Surveys parking lots; chalks tires and records survey results.
- Assists with street markings and the striping of parking lots.
- Reports inoperable traffic control devices and pedestrian crosswalk lights, missing or damaged traffic signs, missing or damaged parking meters and posts, and motor vehicle accidents.
- Performs meter-feeding surveys as weather permits.
- Performs minor repairs and maintenance on meters as needed.
- Assists in directing vehicular traffic during rush hours and at special events.
- Assists motorists seeking directions or services.
- Collects payments from fine boxes on a daily basis.
- Attends court as necessary.
- May perform the duties of Administrative Clerk as needed.
- Performs other related duties as assigned.

### KNOWLEDGE REQUIRED BY THE POSITION:

- Knowledge of the procedures used in writing citations.

- Knowledge of the geography of the town, including street names and locations.
- Knowledge of town parking regulations and ordinances.
- Knowledge of applicable traffic laws.
- Knowledge of court procedures.
- Skill in identifying a large number of makes and models of automobiles.
- Skill in the use of a computer.
- Skill in the use of radios/communications equipment.
- Skill in performing basic mathematical calculations.
- Skill in oral and written communication.

**SUPERVISORY CONTROLS:** The Lieutenant - Parking Division assigns work in terms of somewhat general instructions. Completed work is reviewed for accuracy, compliance with procedures, and the nature and propriety of the final results.

**GUIDELINES:** Guidelines include town parking ordinances, department rules and regulations, and instructions from the supervisor. These guidelines are generally clear and specific, but may require some interpretation in application.

**COMPLEXITY:** The work consists of related duties in the ticketing of parking violators. Inclement weather conditions contribute to the complexity of the work.

**SCOPE AND EFFECT:** The purpose of this position is to ensure compliance with parking regulations. Successful performance helps ensure effective parking control, generates revenue, and contributes to the smooth flow of traffic and safety of the general public.

**PERSONAL CONTACTS:** Contacts are typically with co-workers and members of the general public.

**PURPOSE OF CONTACTS:** Contacts are typically to give or exchange information and provide services.

**PHYSICAL DEMANDS:** The work is typically performed while standing and walking for long periods of time. The employee must lift heavy objects, use equipment requiring a high degree of dexterity, and distinguish between shades of color.

**WORK ENVIRONMENT:** The work is performed outdoors. The employee is exposed to dust, dirt, noise, heavy motor vehicle traffic, and inclement weather.

**SUPERVISORY AND MANAGEMENT RESPONSIBILITY:** None.

**MINIMUM QUALIFICATIONS:**

- Ability to read, write and perform mathematical calculations at a level commonly associated with the completion of high school or equivalent.
- Sufficient experience to understand the basic principles relevant to the major duties of the position, usually associated with the completion of an apprenticeship/internship or having had a similar position for one to two years.
- Possession of or ability to readily obtain a valid driver's license issued by the State of New Hampshire for the type of vehicle or equipment operated.

## APPENDIX F

JOB TITLE: Records Coordinator

PD/9

DEPARTMENT: Police, Town of Hanover

JOB SUMMARY: This position is responsible for providing record-keeping support to the department. This position also provides administrative support in the prosecution of juvenile and criminal cases.

### MAJOR DUTIES:

- Reviews arrest and accident reports for accuracy, completeness, and compliance with applicable regulations; troubleshoots errors and notifies officers as necessary.
- Files and maintains reports and records in accordance with the department's retention schedule.
- Validates monthly listing of stolen goods; prepares correspondence verifying stolen goods.
- Maintains warrant files, including criminal arrest, criminal bench, and parking bench warrants; prepares monthly warrant reports; updates warrants as necessary.
- Copies and distributes reports as required.
- Prepares monthly, quarterly, and annual reports on department activities.
- Processes booking files in preparation for court process when offenders are released.
- Conducts criminal and driver history checks.
- Issues gun permits upon approval of the Chief of Police.
- Maintains all photographs of crime and accident scenes taken by department personnel.
- Enters annulments and sealed records to computer; maintains related files.
- Approves all reports in compliance with the U.S. Department of Justice.
- Conducts background checks for government officials and other law enforcement officials.
- Registers sex offenders residing in town; maintains sexual offender forms.

- Maintains the department mug shot file: assigns identification numbers, and removes photos as necessary.
- Maintains fingerprint cards and files: completes required information for federal, state, and local law enforcement agencies, submits completed cards for processing by the state, and files related paperwork.
- Processes motor vehicle, skateboarding, tobacco, and dog violation complaints: assigns case numbers, enters information to the computer, creates prosecution court files, tracks court dates, and records final disposition of cases.
- Serves as NCIC terminal operator as needed.
- Provides administrative support to the Lower Grafton County Prosecutorial Association, including billing, supplies, budgeting, filing and tracking cases, handling court documents, and other clerical services to the prosecutor.
- Coordinates the Alcohol Diversion Program; sets up case files; tracks participants' progress; prepares summary reports and correspondence as necessary; seals files as required.
- Performs the duties of Administrative Secretary in her/his absence.
- Serves as a Justice of the Peace.
- Develops office procedures and practices.
- Assists with booking suspects as necessary.
- Provides administrative support to the Patrol and Animal Control Divisions.
- Provides Administrative support to the Captain.
- Transcribes interviews and supplemental reports for investigators.
- Prepares special reports as requested.
- Creates department forms; maintains miscellaneous files.
- Coordinates the Division program: sets up case files, tracks participant progress, prepares summary reports and correspondence as necessary, and sends files as required.

- Performs other related duties as assigned.

**KNOWLEDGE REQUIRED BY THE POSITION:**

- Knowledge of modern office practices and procedures.
- Knowledge of department policies and procedures.
- Knowledge of criminal and civil processes and court procedures.
- Knowledge of the boundaries and geography of the town.
- Knowledge of legal terminology.
- Knowledge of the regulations and procedures of national crime information center.
- Skill in prioritizing and organizing work.
- Skill in maintaining accurate files and records.
- Skill in operating such office equipment as a dictation machine, typewriter, calculator, facsimile machine, computer, copier, and shredder.
- Skill in interpersonal relations.
- Skill in oral and written communication.

**SUPERVISORY CONTROLS:** The Captain assigns work in terms of general instructions. Completed work is spot-checked for accuracy, compliance with procedures, and the nature and propriety of results.

**GUIDELINES:** Guidelines include state laws, general office procedures, town and department policies and procedures, court decisions, and NCIC regulations. These guidelines are generally clear and specific, but may require some interpretation in application.

**COMPLEXITY:** The work consists of related administrative and record-keeping duties. The need to adhere to strict time requirements, legal guidelines, and schedules contributes to the complexity of the work.

**SCOPE AND EFFECT:** The purpose of this position is to provide record-keeping and administrative support to the department. Successful performance contributes to the efficient and effective operation of the department and the accuracy of department records.



**PERSONAL CONTACTS:** Contacts are typically with co-workers, other town employees, law enforcement personnel, attorneys, court personnel, judges, business and insurance company representatives, government officials, defendants, and members of the general public.

**PURPOSE OF CONTACTS:** Contacts are typically to give or exchange information and provide services.

**PHYSICAL DEMANDS:** The work is typically performed while sitting at a desk or table. The employee occasionally lifts light objects.

**WORK ENVIRONMENT:** The work is typically performed in an office.

**SUPERVISORY AND MANAGEMENT RESPONSIBILITY:** None.

**MINIMUM QUALIFICATIONS:**

- Knowledge and level of competency commonly associated with completion of specialized training in the field of work, in addition to basic skills typically associated with a high school education.
- Sufficient experience to understand the basic principles relevant to the major duties of the position, usually associated with the completion of an apprenticeship/internship or having had a similar position for one to two years.
- Possession of or ability to readily obtain SPOTS/NCIC certification.

## APPENDIX G

JOB TITLE: Administrative Clerk

PD/14

DEPARTMENT: Police, Town of Hanover

JOB SUMMARY: This position is responsible for providing clerical support to the division.

### MAJOR DUTIES:

- Processes ticket collections.
- Processes citations, late notices, and court summonses.
- Prepares late notices and court summonses for unpaid parking tickets.
- Picks up department mail from post office; sorts and distributes mail.
- Operates the State Police Online Telecommunications System (SPOTS) computer; maintains required certification.
- Verifies vehicle and owner information.
- Provides information to the public.
- Returns bad checks for payment.
- Maintains division files.
- Completes meter service request forms as necessary.
- Prepares monthly activity reports.
- Compiles and prints monthly ticket lists.
- Performs other related duties as assigned.

### KNOWLEDGE REQUIRED BY THE POSITION:

- Knowledge of modern office practices and procedures.
- Knowledge of department policies and procedures.
- Knowledge of filing systems.

- Knowledge of bookkeeping practices and procedures.
- Skill in performing basic mathematical calculations.
- Skill in operating office equipment such as a computer, typewriter, copier, calculator, and facsimile machine.
- Skill in maintaining accurate files and records.
- Skill in oral and written communication.

**SUPERVISORY CONTROLS:** The Sergeant - Parking Division assigns work in terms of somewhat general instructions. Completed work is spot-checked for accuracy and compliance with procedures.

**GUIDELINES:** Guidelines include department policies and procedures and relevant town ordinances. These guidelines are generally clear and specific, but may require some interpretation in application.

**COMPLEXITY:** The work consists of related administrative and clerical duties.

**SCOPE AND EFFECT:** The purpose of this position is to provide administrative and clerical support to the division. Successful performance helps ensure accurate and complete files for the division.

**PERSONAL CONTACTS:** Contacts are typically with co-workers and the general public.

**PURPOSE OF CONTACTS:** Contacts are typically to give and exchange information and provide services.

**PHYSICAL DEMANDS:** The work is typically performed while sitting, standing, or stooping.

**WORK ENVIRONMENT:** The work is typically performed in an office.

**SUPERVISORY AND MANAGEMENT RESPONSIBILITY:** None.

**MINIMUM QUALIFICATIONS:**

- Ability to read, write and perform mathematical calculations at a level commonly associated with the completion of high school or equivalent.

- Sufficient experience to understand the basic principles relevant to the major duties of the position, usually associated with the completion of an apprenticeship/internship or having had a similar position for one to two years.

## APPENDIX H

JOB TITLE: Parking Control/Facility Technician

PD/16

DEPARTMENT: Police, Town of Hanover

JOB SUMMARY: This position is responsible for the daily operation of the parking facility.

### MAJOR DUTIES:

- Opens facility for business day
- Acts as early morning cashier
- Assists cashiers at other times as needed (lunch periods, breaks, vacation days, etc.)
- Enforces parking ordinance violations near the facility
- Performs maintenance on parking machines, meters & related equipment
- Receives facility panic alarm activations and forwards to police department
- Operates parking computer software programs and handheld ticketers
- Handles cash transactions, collects and accounts for daily facility revenue
- Uses communication systems (radio, telephone, intercom, etc.)
- Works closely with the general public, including providing information and responding to complaints; forwarding complaints to Parking Division Supervisor as needed.
- Supervises facility operations in Parking Division Supervisor's absence
- On-call for facility related equipment problems
- Assists in training new staff
- Monitors parking facility use and activity by patrolling throughout the work shift
- Assists with minor maintenance of facility and forwards work order requests to Parking Supervisor for processing
- Tracks parking related facility supplies and forwards order requests to Parking Division Supervisor for processing

**KNOWLEDGE REQUIRED BY THE POSITION:**

- Knowledge of department policies and procedures.
- Knowledge of management practices.
- Skill in supervision.
- Skill in equipment maintenance and repair.
- Skill in performing basic mathematical calculations.
- Skill in the use of a computer.
- Skill in the use of radios/communications equipment.
- Skill in oral and written communication.

**SUPERVISORY CONTROLS:** The Lieutenant - Parking Division assigns work in terms of somewhat general instructions. Completed work is evaluated for technical soundness, appropriateness, and conformity to policy.

**GUIDELINES:** Guidelines include town parking ordinances, department rules and regulations, and instructions from the supervisor. These guidelines are generally clear and specific, but may require some interpretation in application.

**COMPLEXITY:** The work consists of duties related to the operation of the parking facility.

**SCOPE AND EFFECT:** The purpose of this position is to ensure efficient facility operations. Successful performance helps ensure effective parking control, generates revenue, and contributes to the smooth flow of traffic and safety of the general public.

**PERSONAL CONTACTS:** Contacts are typically with co-workers and members of the general public.

**PURPOSE OF CONTACTS:** Contacts are typically to give or exchange information and provide services.

**PHYSICAL DEMANDS:** The work is typically performed while sitting, standing and walking. The employee uses equipment that requires a high degree of dexterity, and the ability to distinguish between shades of color.

**WORK ENVIRONMENT:** The work is performed both indoors and outdoors. The employee is exposed to dust, dirt, noise, heavy motor vehicle traffic, and inclement weather.

**SUPERVISORY AND MANAGEMENT RESPONSIBILITY:** General supervision over parking facility staff.

**MINIMUM QUALIFICATIONS:**

- Ability to read, write and perform mathematical calculations at a level commonly associated with the completion of high school or equivalent.
- Sufficient experience to understand the basic principles relevant to the major duties of the position, usually associated with the completion of an apprenticeship/internship or having had a similar position for one to two years.

## APPENDIX I

JOB TITLE: Parking Facility Cashier

PD/18

DEPARTMENT: Police, Town of Hanover

JOB SUMMARY: This position is responsible for services at the parking facility.

### MAJOR DUTIES:

- Operates facility cashier equipment
- Works closely with the general public; including providing information and responding to complaints; forwarding complaints to Parking Division Supervisor as needed.
- Operates parking computer software programs
- Handles cash transactions, collects and accounts for daily facility revenue
- Receives facility panic alarm activations and forwards to police department
- Uses communication systems (radio, telephone, intercom, etc.)
- Monitors parking facility use and activity by patrolling throughout the work shift
- Performs light maintenance on facility equipment
- Performs other related duties as assigned

### KNOWLEDGE REQUIRED BY THE POSITION:

- Knowledge of department policies and procedures.
- Skill in performing basic mathematical calculations.
- Skill in the use of a computer.
- Skill in oral and written communication.

**SUPERVISORY CONTROLS:** The Lieutenant - Parking Division assigns work in terms of general instructions. Completed work is reviewed for accuracy, compliance with procedures, and the nature and propriety of the final results.

**GUIDELINES:** Guidelines include department rules and regulations, and instructions from the supervisor. These guidelines are detailed and specific.



**COMPLEXITY:** The work consists of duties related to the operation of the parking facility.

**SCOPE AND EFFECT:** The purpose of this position is to ensure efficient facility operations.

**PERSONAL CONTACTS:** Contacts are typically with co-workers and members of the general public.

**PURPOSE OF CONTACTS:** Contacts are typically to give or exchange information and provide services.

**PHYSICAL DEMANDS:** The work is typically performed while sitting, standing and walking. The employee uses equipment that requires a high degree of dexterity, and the ability to distinguish between shades of color.

**WORK ENVIRONMENT:** The work is performed both indoors and outdoors. The employee is exposed to dust, dirt, noise, heavy motor vehicle traffic, and inclement weather.

**SUPERVISORY AND MANAGEMENT RESPONSIBILITY:** None.

**MINIMUM QUALIFICATIONS:**

- Ability to read, write and perform mathematical calculations at a level commonly associated with the completion of high school or equivalent.
- Sufficient experience to understand the basic principles relevant to the major duties of the position.

**APPENDIX K**  
**Town of Hanover Sick Leave Donation Policy**

**Section 1: Purpose**

- 1.1 The purpose of this policy is to establish a sick leave donation program to provide benefits eligible employees, and non-probationary employees a more extensive sick leave plan to use in the event of a non-occupational catastrophic personal or immediate family illness, injury, or temporary disability. Catastrophic illness or injury is defined as an illness or injury that requires a leave of absence from work that is anticipated for at least 10 days.

**Section 2: Definition**

- 2.1 Immediate family is father, mother, spouse, son, daughter, ward, or person domiciled within the living unit.

**Section 3: Eligibility**

- 3.1 An employee requesting a donation of sick leave hours must (a) be eligible to accrue sick, vacation, or earned time, (b) have completed six (6) consecutive months of employment and successfully passed their probationary period, (c) have an absence due to a non-occupational, personal or immediate family illness or disability for which they have medical documentation (medical documentation must be provided at the time donations are requested and at anytime thereafter as required), and (d) have exhausted all sick leave and other all other accrued and annual leave hours. Forms for Sick Leave Donation (Receiver) are available from Human Resources.

**Section 4: Administration of Donated Sick Leave Program**

- 4.1 An employee may request the donation of sick leave within their department, within the same collective bargaining unit, **and Town wide**. Exempt and non-union employees may request the donation from non-union employees, exempt employees, employees within their department, **and Town wide**. The employee must meet all requirements of eligibility as listed in Section 3.
- 4.2 An employee requesting the donation of sick leave must first submit a written request to the Human Resources Department including (a) a current medical statement with a diagnosis of the personal or immediate family member's illness and (b) an expected return date to work. If an employee is physically or mentally unable to make a request for sick leave donation, a family member or designee may file the request, with proper documentation, on the employee's behalf. At the time of the request, a Donated Sick Leave Review Committee will be formed, and will include 1 person from the Human Resources Dept., 1 non-union Town employee, and 1 union employee outside of the requesting employee's department. A representative from the requesting employee's department shall be allowed to serve in a non-voting advisory capacity to the Committee.

- 4.3 An employee wishing to donate sick leave or other accrued leave to another employee must submit the donation of leave in writing to the Human Resources Department specifying how many days of sick leave they wish to donate and to whom they wish to donate this time. An employee can donate sick leave or other accrued leave in increments of full work day(s) only. Days are equivalent to the donor's normal work day (ex. 7 hrs., 8 hrs., 10 hrs., 14 hrs., or part time daily hrs.). Forms for Sick Leave Donation (Donor) are available from Human Resources.
- 4.4 An employee donating leave days cannot donate an amount which will cause the donating employee's accumulated leave accrual balance to fall below the equivalent of 2 full work weeks.
- 4.5 An employee's donated day will be computed based on a day for day basis (donor day will be equal to the same value).
- 4.6 The Accounting Dept. will reduce the accrued donated leave from the donor(s) on an as needed basis so that the accrued donations can be tracked and not taken from the donor until it has been used by the requesting employee. Therefore, only days that are used by the requestor will be subtracted from the appropriate accrued leave of the donor.
- 4.7 The role of the Town is to facilitate the administration of the sick leave donation program, not to encourage or discourage participation in the program, nor disseminate information about those employees in need of donations of time. The donation of sick or other accrued leave to an employee eligible to receive donated sick leave is completely voluntary by each employee and is up to his/her discretion whether to donate. A donor can choose to remain anonymous to the requester. No employee shall threaten, coerce, or attempt to threaten or coerce another employee for the purpose of interfering with rights involving leave donation, receipt of leave donation, or the use of donated leave.
- 4.8 Donated sick leave days do not count toward minimum usage requirements, **nor will denotations of sick leave be counted against the donor to affect the additional vacation day earned if sick time** is not used during that four month period. Donations may be made to more than one person.
- 4.9 **Use of donated sick leave.** An employee receiving donated sick leave will not accrue vacation/sick/personal, or earned time for time paid to the employee with sick leave donated from others.
- 4.10 **Termination of Leave.** An employee's use of donated sick leave ends when one or more of the following occur: the employee returns to work; the medical documentation for the employee or immediate family member releases the employee to return to work; when the employee is eligible to apply for long term disability benefits, or if the Town of Hanover is not in control of issuing payroll checks, the employee terminates employment; or there are no more donations to the employee.

4.11 If an employee was granted donated leave and it was found the employee received such leave on the basis of misstated, erroneous, or false statements, the employee will be required to reimburse the donated leave and will be subject to disciplinary action.