

**COLLECTIVE BARGAINING AGREEMENT**

**Between**

**TOWN OF JAFFREY, NEW HAMPSHIRE**

**AND**

**JAFFREY POLICE DEPARTMENT  
AFSCME, LOCAL 3657**

**January 1, 2014 – December 31, 2015**

# COLLECTIVE BARGAINING AGREEMENT

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## **PREAMBLE**

This agreement entered into by the Town of Jaffrey, New Hampshire, hereinafter referred to as the Town, and Local 3657 of the American Federation of State, County, and Municipal Employees, Council 93, AFL-CIO, 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, to provide for the equitable and peaceful adjustment of differences which may arise, and to establish standards of wages, hours and other conditions of employment.

## **ARTICLE I – RECOGNITION**

The Town hereby recognizes the Union as the exclusive bargaining agent for all regular full-time and part-time patrol officers and sergeants for the purpose of collective bargaining with respect to rates of pay, wages, hours of work and other conditions of employment.

Excluded from this agreement are the positions of Chief, Lieutenant and all non-sworn support staff such as but not limited to Secretary, Matron, etc.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

A. Except as otherwise expressly and specifically limited by the terms of this Agreement, the Town shall maintain all its customary, usual and exclusive rights, decision-making, prerogatives, functions, and authority connected with or in any way incidental, to its responsibility to manage the affairs of the Town or any part of the Town. The rights of employees in the bargaining unit and the Union herein are limited to those specifically set forth in this Agreement, and the Town retains all prerogatives, functions, and rights not specifically limited by the terms of this Agreement, including, but not limited to the Town of Jaffrey Personnel Policy, and State and Federal law.

B. Without limitation, but by way of illustration, the exclusive prerogatives, functions, and rights of the Town shall include the following:

1. To direct and supervise all operations, functions and policies of the Town in which the employees in the bargaining unit are employed.
2. To determine the need for a reduction or an increase in the work force and the implementation of any decision with regards thereto.
3. To establish, revise, and implement standards for hiring, classification, promotion, quality of work, safety, materials, uniforms, appearance, equipment, methods, and procedures. It is jointly recognized that the Town must retain broad authority to fulfill and implement its responsibilities and may do so by oral and written work rules, existing or future not in conflict with the provisions of this agreement.

4. To implement new, and to revise or discharge, wholly or in part, old methods, procedures, materials, equipment, facilities, and standards.
5. To assign and distribute work.
6. To assign shifts, workdays, hours of work, and work locations.
7. To determine the need for and the qualifications of new employees, transfers, and promotions.
8. To discipline, suspend, demote or discharge employees.
9. To determine the need for additional educational courses, training programs, on-the-job training, and to assign employees to such duties for periods to be determined by the Town.

C. The exercise of any management prerogative, function, or right which is not specifically modified by this Agreement is not subject to the grievance procedure, to arbitration, or, as set forth above, to bargaining during the term of this Agreement.

### **ARTICLE 3 - EMPLOYEE RIGHTS**

A. The Town and the Union agree not to discriminate against any employee covered by this Agreement in conditions of employment in order to discourage or encourage membership in the Union or to discriminate against any employee because the employee has given testimony or taken part in a grievance procedure or proceeding of the Union.

B. No employee shall, as a condition of employment, be required to become a member of the Union. The Union agrees that it will not interfere with the rights of any or all non-members employed by the Town.

C. The Town and the Union reaffirm and will maintain the policy not to discriminate against any person because of age, sex, marital status, race, color, citizenship, national origin, religion, or disability. All such claims under this Section shall be processed through the grievance procedure herein before taking action with state or federal agencies. This requirement shall not, however, restrict the filing of claims or complaints.

### **ARTICLE 4 - MAINTENANCE OF MEMBERSHIP & DUES DEDUCTION**

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 bargaining unit and the Union after that date shall continue his/her membership in the Union during the duration of this Agreement; provided however, that an employee may at his/her discretion and in writing, withdraw his/her membership from the Union anytime within twenty (20) calendar days prior to the anniversary date thereafter. Should there be a

dispute between an employee and the Union over the matter of an employee's Union membership, the Union agrees to hold the Town harmless in any such dispute.

The Union shall post notices on departmental bulletin boards thirty (30) calendar days prior to the anniversary date.

Upon receipt of an individually written authorization by a Union member covered by this Agreement and approved by the Union President the Town agrees to deduct from the pay of each member so authorized the current Union dues as certified to the Town by the Treasurer of the Union. Said deduction shall be made the first pay period in each month provided, however, that if any employee has no check coming to him/her or if the check is not large enough to satisfy the deduction, then and in that event no collection will be made from said employee for that quarter. The Town shall send the amount so deducted to the Treasurer of the Union. In no case will the Town attempt to collect fines or assessments for the Union beyond the regular dues. Should there be a dispute between an employee and the Union over the matter of deduction, the Union (and members) agrees to defend and hold the Town harmless in any such dispute.

#### **ARTICLE 5 - NO STRIKES**

No employee covered by this Agreement shall engage in, induce or encourage any strike, work stoppage, sick-in, sick-out, slowdown or any job action or activity which interferes with the normal operation of the Town or the with-holding of services to the Town of Jaffrey.

The Union agrees that neither it, nor any of its officers or agents, national or local, will call, institute, authorize, participate in, sanction or ratify any activity referred to above, and shall disavow any such activity and shall use all means to induce such employee or group of employees to terminate such activity forthwith. It is understood that any employee violating this Article shall be subject to disciplinary action up to and including immediate discharge.

#### **ARTICLE 6 - WORK RULES**

The Town may prepare, issue and enforce work rules and safety regulations necessary for the safe, orderly and efficient operation of the Department. If at all possible, there will be a joint participation with Management to maximize cooperation and allow for identification of potential problems prior to implementation.

#### **ARTICLE 7 - DISCIPLINARY PROCEDURES**

Disciplinary action will be for just cause and will normally be taken in the following order:

- a. Verbal Warning
- b. Written Warning
- c. Suspension Without Pay
- d. Discharge

However, the above sequence need not be followed if an infraction is sufficiently severe to merit immediate suspension or discharge. Additionally, the Town reserves the right to take disciplinary action in any manner or form consistent with the efficiency and safety of operations and appropriate to the infraction involved.

Violation of any of these rules is justification for disciplinary action including discharge. As a minimum all employees are expected to adhere to rules which include but are not limited to all Jaffrey Police Department rules and regulations.

All suspensions and discharges must be stated in writing and the reason(s) stated and a copy given to the employee(s) and the Union at the time disciplinary action is taken.

Personnel files will always contain and never purge any disciplinary actions or commendations. In the event however, an employee covered by this agreement requires disciplinary action as a result of an infraction of the rules and regulations of the department-, ¶The Chief of Police will in the spirit of compliance with those regulations and in keeping with discipline as a final step in the constructive appraisal continuum attempt to use a reasonableness standard whenever possible.

A minor infraction which was documented and where the employee received a written reprimand should, in most cases, not be used to show a course of conduct where sufficient time has lapsed and the employee has demonstrated a constant and proper adherence to the rules.

Nothing in this provision should be construed to mitigate any violation of a serious nature or any violation of any state or federal statute.

## **ARTICLE 8 - GRIEVANCE PROCEDURE**

A. The purpose of this procedure is to provide an orderly method for the resolution of grievances. A determined effort shall be made to settle any such differences at the lowest possible level in the grievance procedure; and there shall be no suspension of work or interference with the operations of the Town.

B. For the purpose of this Agreement, a grievance is defined as only those disputes involving the interpretation, application or alleged violation of any provision of this Agreement. Grievances shall be processed in accordance with the following, procedures within the stated item limits.

C. Any and all time limits specified in this grievance procedure may be waived by mutual agreement of the parties. Failure by the employee to submit the grievance in accordance with these time limits without such waiver shall constitute an abandonment of the grievance. The employee and /or the Union may submit the grievance to the next step in the procedure if the Town fails to reply within the specified time limits.

D. An individual member of the bargaining unit may present an oral grievance to the Town without the intervention of the exclusive representative. Until a grievance is reduced to writing, the Union shall be excluded from a hearing if the employee so

requests, but any resolution of the grievance shall not be inconsistent with the terms of this agreement.

E. For the purposes of this article only, a working day is considered to be any normal working day within the Monday-Friday workweek, excluding only town-recognized holidays.

F. Steps in the Grievance Procedure:

Step 1: Any employee who has a grievance shall submit it first in writing on the prescribed form, to the non-bargaining unit Supervisor or to the level at which the decision was made giving rise to the grievance. A written grievance must be filed within seven (7) working days of the event or the date on which the employee first became aware or should have been aware of the event. The grievance must: a) specify the person allegedly causing the time and place of the action being grieved; b) the nature of the grievance; c) the language or section of this Agreement which has allegedly been violated or misapplied; d) the specific injury or loss which is claimed; e) the remedy sought. The non-unit Supervisor shall hold a hearing within seven (7) working days of the receipt of the written grievance and shall render a decision within seven (7) working days following the date of the hearing.

Step 2: If the grievance is not resolved to the grievant's satisfaction at Step 1, a written appeal may be filed within seven (7) working days of the Step 1 decision, with the Department Head. All documentation presented at Step 1, along with the Step 1 decision shall accompany the appeal to the Department Head. The Department Head shall hold a hearing within seven (7) working days of the receipt of the appeal from Step 1 and shall render a written decision within seven (7) working days thereafter.

Step 3: If the decision of the Department Head does not resolve the grievance to the satisfaction of the grievant, a written appeal may be filed within seven (7) working days of the Step 2 decision with the Town Manager. All documentation presented at both Step 1 and Step 2 shall accompany the appeal to the Town Manager. The Town Manager shall, within seven (7) working days of receipt of such appeal, hold a hearing on the matter with a written decision within seven (7) working days following the hearing.

Extension of time for the filing, hearing or the rendering of decisions may be extended by mutual consent of the Town and the aggrieved party. Time limits above shall automatically be extended in time increments equal to time in which the principals are unavailable to hear appeals due to illness or vacation leave.

Step 4: If the decision of the Town Manager does not resolve the grievance, the Union shall have the sole right to appeal that decision and the matter shall be submitted to arbitration providing that the Union notify the Town of such request within seven (7) working days following the issuance of the Step 3 decision. The following procedure shall be used to secure the services of an arbitrator.

- A) The parties will attempt to agree upon a mutually satisfactory third party to serve as arbitrator. If no agreement is reached within seven (7) days following the date the request for arbitration was received by the Town, the Public Employees Labor Relations Board (PELRB) will be notified by either or both parties and requested to submit a roster of persons qualified to function as an arbitrator.
- B) If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list within seven (7) working days, they shall request that a second roster be prepared by the PELRB.
- C) If the parties are unable to determine an acceptable arbitrator within seven (7) working days of the receipt of the second roster, either party may request that the PELRB select the name of an arbitrator who will hear the pending appeal.
- D) At the time of the arbitration hearing, neither party shall be permitted to assert any ground or submit any evidence to the arbitrator which was not previously disclosed to the other party.
- E) The arbitrator shall be limited to the issues submitted and shall consider nothing else. The arbitrator shall have no power to add to, delete from, or modify, in any way, the provisions of this Agreement. The arbitrator may award a "make whole" recommendation, but may apply no penalty assessments.
- F) The decision of the arbitrator shall be final and binding on all parties involved.
- G) The cost of arbitration services, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the parties. Any other expenses shall be paid by the party incurring same.
- H) It is expressly understood that either party may initiate informal action with the other to resolve the grievance prior to going to Step 4. This may take the form of a pre-arbitration panel, the form and composition of which will be determined by mutual consent of both parties.

The parties shall submit to each other and the arbitrator a list of all witnesses to be called in the event of an arbitration hearing no less than twenty-four (24) hours in advance of the scheduled hearing date. Should the Town, for any reason, decide to reconsider the grievance for any reason at the Step 4 level, the Union shall be available for the proceedings. If agreed to by both parties, written briefs may be substituted for formal hearings at any step in the grievance process.

## **ARTICLE 9 - SAFETY AND HEALTH**

The Town shall have the right to make regulations governing the safety and health of its employees during their hours of employment. Employees shall comply with all safety rules and regulations established by the Town. Representatives of the Town and the Union shall meet as needed at the request of either party to discuss regulations and any other concerns of either party including safety or health issues. The parties shall endeavor to provide and maintain safe working conditions within mutually acknowledged safety limitations connected with the work the employee does.

## **ARTICLE 10 - SENIORITY, APPOINTMENTS, PROMOTIONS, TRANSFERS**

**Accrual:** For purposes of vacations and other benefits, an employee's seniority shall be equal to the employee's years of service or employment with the Town in a position covered by this Agreement unbroken by any of the reasons for termination of seniority specified below.

**Ability to Perform Work:** Ability to perform the job or work as used in this article means the employee is capable of performing the work of the job in a satisfactory manner subject to concurrence by the Chief of Police.

**Termination of Seniority:** Seniority for all purposes shall be terminated for any of the following reasons:

- A) Voluntary Quit.
- B) Discharge for just cause.
- C) Failure to report for work in accordance with the provisions of a recall notice.
- D) Absence from work without proper notice to the Town as proscribed herein.
- E) Failure to be recalled from layoff or return to work due to any non-occupational connected illness or accident after the exhaustion of accrued sick leave.
- F) Retirement.

**Employees Entering Bargaining Unit:** All employees entering the bargaining unit covered by this Agreement from any other department of the Town will serve a probationary period of one year (365 days) and will be considered as new employees.

**Seniority List:** The Town shall establish and post a seniority list once each year in January. The seniority list will contain both classification and department seniority for each eligible employee. The employee with the greatest seniority shall be listed first. Any objections to the seniority list, as posted or amended, must be reported to the Chief of

Police within fourteen (14) calendar days from the date of posting or amendment or it shall stand as accepted and shall take full force and effect. The local Union representative (town employee) shall inform AFSCME of any changes in the seniority list.

Application of Seniority (layoff and recall): With respect to layoff and recall continuous service will be applicable providing the employee is capable of performing the work in a satisfactory manner. Employees shall be recalled in the reverse order in which they were laid off. A person who is laid off shall maintain his seniority for twelve (12) months.

Employees who are eligible for recall shall be sent a recall notice by certified or registered mail and the employee must notify the Chief of Police within three (3) business days after receiving notice of recall of the employee's intention to return to work. The Town shall be deemed to have fulfilled its obligation by mailing the recall notice by registered mail, return receipt requested, to the mailing address provided by the employee, it being the obligation and responsibility of the employee to provide the Chief of Police with the employee's latest mailing address. In any event, the employee must return to work within ten (10) calendar days of the receipt of a recall notice.

Appointments, Promotions, and Transfers:

1. The Chief of Police, with the approval of the Town Manager reserves the right to make all appointments, promotions and transfers.
2. Jobs to be filled through appointments, promotion or transfer shall be posted on department bulletin boards in which the vacancy occurs for a period of five (5) **working** days (excluding weekends and holidays).
3. Wherever possible, promotions within the bargaining unit shall be made from the ranks of qualified regular full-time officers on the basis of performance, training, experience, attitude, reliability, education, testing and assessment centers, and any other factors as determined by the Chief of Police. In the event both candidates are equal, seniority will prevail.
4. Job posting shall include job specifications (where applicable), rate of pay, job location and also if it is a regular position.
5. The above procedure shall be followed in all department promotions and transfers for full-time regular positions.
6. An employee who is selected for promotion or transfer to a higher level position shall be placed in a probationary status not to exceed ninety (90) days, however part-time employees promoted to full time shall be on probation until completion of their full time recruit academy training or for one year, whichever is shorter. The employee shall, during this time, be periodically evaluated to determine if the employee is performing satisfactorily. If an employee is not found to be performing the higher level duties satisfactorily, then the employee shall be reduced in status to the same classification, pay grade, and/or pay step as the employee had previously held prior to the promotion for as long as the position remains vacant.

7. Employees shall be evaluated by January 31<sup>st</sup> of each year by their immediate supervisor. In the event of good cause and with agreement between the Union and the Chief of Police, an extension of 30 calendar days may be granted. This evaluation shall serve both as a "service rating" and as a departmental measure of the officers' job performance. The rating supervisor shall provide the employee with a copy of the evaluation as soon as practicable after the evaluation has been reviewed by the Chief of Police. The rating supervisor and the employee shall then meet to discuss the evaluation. This shall be a mutually agreed upon time providing that the Department shall not incur any overtime expenses and no later than two (2) weeks after review by the Chief of Police.

8. Evaluations shall be done by a rating supervisor who has observed the employee for the previous six (6) months in a supervisory capacity. In the event this is not possible, the evaluator shall note and take into account the observation period. If available, the predecessor supervisor may assist the rating supervisor or conduct the evaluation.

9. Employees rated as unsatisfactory in any category shall have the reason explained to them in writing by the rating supervisor and a practicable means of improvement discussed. The employees' immediate supervisor shall then periodically review the employees' progress to ensure the employee is progressing towards a satisfactory performance level. Employees receiving unsatisfactory in any category may appeal to the next level supervisor for reconsideration. In the event the employee feels the matter is still unresolved, the employee may then appeal to the Chief of Police. The Chief's decision shall then be final and an employee's appeal shall be noted on the evaluation form.

**Non-Application of Seniority Rights Within Classification:** Seniority does not give employees any preference for particular types of work within their job classification, department, places of work or equipment.

**Probationary Period:** The first (12) twelve months of employment shall be considered a trial period to permit the Town to determine a new employee's fitness and adaptability for the work required. This article shall apply to all persons who are rehired after loss of seniority. In the event that the person gained the position as the result of a promotion the employee shall be governed by the provisions of this Agreement. During the initial probationary period, the probationary employee may be disciplined at the sole discretion of the Town and neither the reason nor the discharge may be the subject of a grievance.

Part-time Officers appointed to full-time status who have completed the Department's field training program and have served an average of sixteen (16) hours of service per month for a period of one year prior to said appointment will be subject to a probationary period of six (6) months after the date of full-time appointment.

Part-time Officers appointed to full-time status who have completed the Department's field training program, obtained New Hampshire Police Officer Certification (for full-time officers), and served an average of sixteen (16) hours of service per month for a period of one year prior to said appointment will be subject to a probationary period of ninety (90) days after the date of full-time appointment.

## ARTICLE 11 - NORMAL WORKWEEK AND WORKDAY

Except as provided elsewhere in this Agreement, the normal work-week shall consist of forty (40) hours per Departmental Calendar week and such additional time as may be required, from time to time, in the judgment of the Town to serve the residents of the Town. The normal workweek shall consist of five (5) eight (8) hour workdays in a Departmental Calendar week.

To maintain part-time regular employment status, part-time Officers must accept the Department's available work hours in order to work an annual average of at least sixteen (16) hours of service per month.

A labor/management committee may be established to work on weekly schedules and rotations.

## ARTICLE 12 – OVERTIME

Hours of work beyond the employee's normal workweek of forty (40) hours shall be considered as overtime. Overtime shall be based on the number of hours actually worked, including vacation, compensatory time, workers' compensation and holidays. Sick, military and bereavement leave as well as non-paid leave, shall not be considered as hours worked for purposes of overtime calculations. However, if an employee is ordered in to work on his/her normal off duty hours, his/her rate of pay shall be one and one-half times the employee's regular rate of pay regardless of the hours actually worked in that pay period. Also hours of work beyond eight (8) hours in one (1) day, when working an eight hour shift shall be considered as overtime. Overtime shall be paid at one and one-half the employee's regular straight time rate of pay.

When an officer is assigned the 10 hour midnight shift with 4 days on and 3 days off he will not incur overtime unless he has worked more than 10 hrs consecutively. All other parameters will remain as contracted. This rotation will be referred to as a 4 and 3. It will only be offered to one employee at a time. This rotation does not create a precedent.

Court Duty: Officers attending Court on official departmental business as witnesses during off-duty hours shall receive compensation from the Town at a rate equal to one and one-half times their regular hourly pay for each hour of actual service with a four (4) hour minimum as stated in Article 13, Call Back. Mileage shall be paid for court duty per state statute.

Extra work in period of overtime should be equalized among the employees engaged in similar work, as far as practicable.

In lieu of cash overtime pay, employees may elect to accrue overtime hours worked for compensatory time off, at the rate of one and one-half hours for each overtime hour worked. The maximum number of hours that may be accrued for compensatory time off is 60 hours for 40 hours of actual overtime worked. When the employee requests the use of accrued compensatory time, the approval shall follow the same procedure as that for vacation time in Article 17. Upon termination of employment for any reason, and with

receipt of documentation (above), an employee shall be paid for unused compensatory time, up to 60 hours for 40 hours of actual overtime worked, at the final regular rate received by such employee, or the average regular rate received during the last three years of employment, whichever is higher.

### **ARTICLE 13 - CALL - BACK PAY**

Regular and part-time employees, who are called back to work after the conclusion of their regular work day or during their scheduled day off, shall be paid a minimum of four (4) hours of service at the rate of one and one-half times the employee's current rate of pay. If the need for services is less than four (4) hours, the employee will be guaranteed four (4) hours pay at time and one-half. If the employee is required to be called back more than once during a single four (4) hour period, the employee shall only be compensated for one call back period.

For the purposes of Call Back, court and any other call back will be considered a four (4) hour minimum. Staff meetings and Patrol meetings will not be considered Call Back and are therefore not eligible for the four (4) hour minimum.

This section does not apply to scheduled overtime, times annexed to the beginning of the work shift, or to hold-over time annexed to the end of the work shift.

Employees, who are scheduled to appear in court outside their normal work day or work hours, shall receive the following compensation when the hearing or trial is cancelled:

1. Cancellation notice of eight hours or more – no compensation;
2. Cancellation notice of less than eight hours but more than four hours – 2 hours of pay at time and one-half;
3. Cancellation notice of less than four hours – 4 hours of pay at time and one-half.

Notification shall be made either in person, or by leaving a message on the preferred phone number as designated by the employee and so noted on the Department call list.

### **ARTICLE 14 - OUTSIDE WORK DETAILS**

Employees assigned to outside work details shall be paid at an hourly rate of one and one-half times the regular rate of pay for the Lieutenant position. Outside work details for the Town and school shall be subject to only a two (2) hour minimum. All other details will require a four (4) hour minimum.

Compensation resulting from outside work details shall be paid to the Officer in the next pay period following said service. In addition to the base rates noted above, the Town shall charge an additional sum to offset administrative charges incurred by the Town included, but not limited to: worker's compensation, retirement, unemployment, etc.

All full-time bargaining unit members will have the right of first refusal on any details. In the event that no full-time unit member takes a detail, then part-time bargaining unit members will be used to fill said details. In the event that no part-time unit member takes

a detail, then non-bargaining unit members may be used to fill said details at the discretion of the Town. Non-bargaining members and bargaining unit members will share equally in the scheduling and assignment of Federal and State highway grants.

Officers electing to work outside details may not accept subsequent details which would conflict in terms of time with the originally selected detail.

The hours worked during outside work details shall not be considered as time worked and therefore not considered when calculating overtime.

## **ARTICLE 15 - WAGES**

See Appendix A for wage schedule breakdown.

Note: All time periods refer to date of hire. Wages for a patrol officer assigned to detective status shall correspond to the officer's years of continuous service as noted above.

The incumbent detective shall be grandfathered, and, any officer who has achieved Master Patrol status who is appointed to the position of Detective shall receive 2% above the Master Patrol rate.

Wage increases will be as follows for the term of this contract:

1/1/2014: All grades and steps in the pay scale shall be increased 2.0% above 2013 levels.

1/1/2015: All grades and steps in the pay scale shall be increased 2.0% above 2014 levels.

Wage adjustments are to be implemented in the following manner:

- 1) Adjustments to base pay for 2014 shall commence on the weekly payroll including the date of April 1, 2014 following approval of the contract by voters at the Annual Town Meeting.
- 2) A lump-sum payment equal to the adjustment to base pay for 2014 for the time period Jan. 1 up to the weekly payroll including the date of April 1 shall be made to eligible employees in the payroll period which includes April 1, 2014, and shall include overtime and other adjustments as warranted.
- 3) Adjustment to base pay for 2015 shall commence on the weekly payroll including the date of January 1, 2015.

Note: Part time officers shall receive no other benefits except as otherwise specifically provided for herein or required by law. Time in grade above refers to service to the Town of Jaffrey. In the case of an external hiring of a certified and experienced officer, the Chief of Police shall have discretion within the above schedule for placement of the new

hire. In this case, no probationary patrol officer shall be placed a position higher than the current Patrol II classification.

## ARTICLE 16 -- HOLIDAYS

All regular full time employees covered by this agreement shall be paid for the following named holidays:

New Year's Day (Jan. 1)	Civil Rights Day (3rd Mon/Jan)
Presidents Day (3rd Mon/Feb)	Memorial Day (Last Mon/May)
Independence Day (July 4th)	Labor Day (1st Mon/Sept)
Columbus Day (2nd Mon/Oct)	Veteran's Day (Nov 11th)
Thanksgiving Day (4th Thurs./ Nov. and the day after.)	Christmas (Dec 25th)

An employee may take an actual day off if it falls within the employee's regularly scheduled workweek with the approval of the Chief. Officers working on the above dates shall be eligible for holiday pay at the rate of time and one half over and above their regular straight time rate of pay. Holiday pay shall not exceed a maximum of eight (8) hours per holiday. Should the holiday fall on the employees regular day off, that employee shall be entitled to holiday pay equal to eight (8) hours of straight time pay at that employees regular rate.

Part-time employees working on a holiday shall be paid double time and one half from their normal rate of pay.

## ARTICLE 17 -- VACATIONS

Regular full time employees shall accrue and be allowed to use paid vacation time in accordance with the following schedule:

<u>Years of Employment</u>	<u>Monthly Accrual</u>	<u>Hours per Year</u>
0 thru completion of 12 months	3.3 hrs/month	40 hours (1 week)
13 thru completion of 60 months	6.6 hrs/month	80 hours (2 weeks)
61 thru completion of 120 months	10.0 hrs/month	120 hours (3 weeks)
120 thru 180 months	13.3 hrs/month	160 hours (4 weeks)
180+ months	16.6 hrs/month	200 hours (5 weeks)

(Note - a week of vacation is equal to five working days.)

The Chief of Police may grant use of unearned or accrued vacation leave to employees of good standing up to a maximum of that Officer's annual accrual. This may be done with the understanding, that should the Officer voluntarily terminate their employment with the Town prior to actual accrual, the employee agrees to allow the Town to deduct said amount from their final severance check.

Probationary employees may accrue but will not be permitted to utilize vacation leave according to the schedule above. Probationary employees hired after the 20th of the month will not earn vacation leave for that initial month. No employee may carry over any more than eight (8) hours of vacation time from one calendar year to the next or otherwise by special written exception from the Town Manager. Holidays occurring during approved vacation leave shall not be charged against the employee's vacation usage.

Vacation Procedure - The Chief of Police will determine the annual vacation schedule taking into consideration the best interest of the Town and the particular needs of the Department as well as the desires of the individual employee. Vacation schedules will be the responsibility of the Chief of Police. All members of the bargaining unit must submit to the Chief of Police their vacation requests which are for a period of five days or more no later than April 1<sup>st</sup> of each year in which the leave is requested. Prior to this date, employees may make written application to the Chief of Police for vacation time off. In the event that more employees apply for the same period of time off than can be spared as determined by the Chief of Police, approval will be granted on the basis of the date that the leave request was submitted for approval. Each employee shall be given a written response to his/her leave request. Approved vacation time off will not thereafter be canceled or changed without the mutual consent of the Town and the employee.

An employee, who desires vacation pay before going on vacation, will notify the Department Head at least ten (10) days prior to the employee's last working day.

If the employee wishes to carry over eight (8) hours to the following year, s/he may do so with written authorization from the Town Manager. No more than eight (8) hours will be carried over to the following year. At the end of a calendar year, the Town will compensate the employee at his/her regular rate for any unused vacation time above eight (8) hours, if eight (8) hours are carried over, or for all accrued vacation time if the employee chooses not to carry over any vacation time.

Upon termination of employment with the Town, the employee shall receive full compensation for all unused accumulated annual leave. Said leave shall be paid at the employee's regular straight time base rate of pay at the time of termination. Unused vacation, in the event of an employee's death, shall be paid to that employee's estate.

Any bargaining unit member who does not use any sick leave in a quarter (Jan-Mar, Apr-June, July-Sept, Oct.-Dec) earns four hours vacation time. Hours will be added by the town at the end of each quarter if applicable. All rules governing Article 17, Vacations, shall apply to said hours.

## **ARTICLE 18 - SICK LEAVE**

Sick leave is considered to be an emergency fringe benefit used only as needed. All regular full-time employees shall accrue sick leave at the rate of one (1) day for each completed month of service from the date of probationary appointment. For the purpose of this section, one (1) day shall equal eight (8) hours. Employees hired after the 20th of the month will not accrue sick leave for that month. Sick leave may accrue to a maximum of ninety (90) days.

Employees shall be entitled to sick leave from the date of probationary appointment. Time lost by reason of leave of absence without pay, or time otherwise not worked or paid for shall not be considered in computing earned allowances of leave.

In order to be paid for sick leave an employee must notify the Chief of Police (or in the event the Chief of Police is not working, the on-call supervisor), of the employee's absence at least one (1) hour before the start of the regular work day, unless physically unable. A specific reason for the absence must be stated to the supervisor who is notified. Failure to do so will result in the forfeiture of sick leave pay. Absences to care for sick or injured members of the employee's immediate family are eligible; but, for no more than 2 days. The immediate family includes any member of the employee's family living in the same residence as the employee.

Illness for which sick leave is warranted is defined as actual personal illness or bodily injury. The Town reserves the right to request a doctor's statement for any time lost due to illness (if requested for absences for two (2) days or less, Town will pay for a doctor's leave slip to be obtained from physician of Town's choice). An employee returning from sick leave for three (3) consecutive workdays or more must provide a doctor's statement certifying that the employee's health is good enough to return to his/her normal duties.

Sick leave will be paid at the employee's base rate of pay. Accrued sick leave shall be canceled upon termination of employment with the Town with no compensation value, except as described below when an officer retires from employment. Officers absent from work due to work related (worker's compensation) injuries shall not have such absence subtracted from their personal sick leave accruals.

Upon completion of ten consecutive years of employment as a police officer with the Town of Jaffrey and upon the officer's formal retirement through application to the NH Retirement System, which the officer shall demonstrate to the Town, the Town shall make payment to the officer in the officer's final pay period an amount equal to 75% of the officer's sick leave balance at the officer's regular rate of pay.

## **ARTICLE 19 - MILITARY LEAVE - ANNUAL TRAINING**

An employee with one or more years seniority who is called to and performs short term active duty including annual active duty for training as a member of the United States Armed Forces Reserve or National Guard, shall be paid as provided herein for days spent performing such duty provided the employee would not otherwise be on layoff or leave of absence.

In order to receive payment under this paragraph an employee must give the Town prior notice of such military duty and upon the employee's return to work, furnish the Town with a statement of the military pay received for performing such duty. Payment is limited to a maximum of ten (10) working days in a calendar year and will amount to the difference between the employee's straight time rate for an eight (8) hour day and that received for the same period as military compensation.

## **ARTICLE 20 - BEREAVEMENT LEAVE**

Bereavement leave with pay shall be granted when a death occurs in a regular full time employee's immediate family (spouse, parent, child, brother, sister, mother-in-law, father-in-law, grandparent, grandchild, step-parent, or a blood relative or ward residing in the same house). Such leave will be granted up to a period of five (5) consecutive work days.

Special leave of (1) working day with pay shall be granted to employees for the purpose of attending the funeral in the event of the death of the employee's sister-in-law, brother-in-law, aunt/uncle.

Extenuating circumstances may allow for the granting of two (2) additional days at the discretion of the Chief of Police. Said days are to be charged to the employee's sick leave accrual.

## **ARTICLE 21 – RETIREMENT**

The Town agrees to continue its participation in the State's Retirement System as prescribed by statute for full-time regular Police Officers covered by this agreement.

## **ARTICLE 22 - HEALTH INSURANCE**

The Town shall afford all regular full-time officers covered by this agreement, participation in the Town's health insurance plan. The plan will be provided with a co-payment with the Town paying 80% of the premium for the single, double or family plan and the employee paying the remaining 20%.

The parties agree to reconvene prior to the end of this Agreement term to review the status of the Affordable Care Act and work collaboratively to address any impacts to either the employees or Town resulting from provisions of the Act.

## **ARTICLE 23 - DENTAL INSURANCE**

The Town shall afford all regular full-time employees covered by this agreement, participation in a dental insurance program offered through the HealthTrustNH, and Northeast Delta Dental. The Town will maintain the current plan as offered as of the date of this contract. The Town will pay 100% of the premium for the employee, and 50% for the employee's dependents.

## **ARTICLE 24 - LIFE INSURANCE**

The Town shall afford all regular full-time employees covered by this agreement, participation in a life insurance program covering the employee to a limit of their base annual salary or \$50,000, whichever is lower.

## ARTICLE 25 - EDUCATION ASSISTANCE

The Town will provide to all regular full time Police Officers covered by this agreement tuition reimbursement based upon the following scale: the earning of an "A or A-" in the final class grade would equate to 100% reimbursement, a "B+, B, or B-" in the final class grade would equate to a 75% reimbursement, and a "C+, C or C-" in the final class grade would equate to a 50% reimbursement. Any final grade less than a "C-" would not qualify for reimbursement. The Town will reimburse members covered by this agreement up to five accredited college courses per calendar year. In order to qualify for this benefit, all of the following must be met:

1. The course is approved in advance by the Chief;
2. The course is related to law enforcement and/or part of an approved career development program;
3. Budgeted funds are available. Funds will be allocated on a "first come, first served" basis;
4. Satisfactory evidence of attaining a passing grade of "C-" or better along with a receipt showing tuition payment.

## ARTICLE 26 - UNIFORM ALLOWANCE

The Town shall provide the following initial uniform/equipment for newly hired and current employees:

Part-time:

*2 Long Sleeve Shirts*  
*2 Short Sleeve Shirts*  
*2 Pair Pants*

Full-time:

*5 Long Sleeve Shirts*  
*5 Short Sleeve Shirts*  
*5 Pair Pants*  
*1 Sweater w/ Liner (if so desired)*

All:

*1 Spring Jacket*  
*1 Winter Jacket*  
*1 Rain Jacket*  
*1 Summer Hat*  
*1 Winter Hat*  
*1 Pair Low Quarter Shoes*  
*1 Pair Leather Boots*  
*1 Set basket-weave gun (4 keepers, Sam Browne Belt/Holster clip pouch/cuff case)*  
*1 Portable Radio Holder*  
*1 Pair Winter Gloves*  
*1 Department issued handgun w/3 clips*

- 1 Rain-cover (hat)
- 1 Complete Set of Uniform Brass (hat badge, 2 uniform badges, 2 name plates, hat strap)
- 1 Black Leather Uniform Belt
- 1 Body Armor\* (Required to be worn at all times while on patrol)
- 1 Set of hand-cuffs w/keys
- 2 I.D. Cards (clip on/wallet)
- 1 Flashlight
- 1 Badge Holder
- 1 Raincoat

The above items, upon reaching the end of their useful life, shall be turned in to the Department for replacement as necessary. Uniform style, color and quality are to be designated by the Chief of Police.

Personal Items: An on-duty Officer acting within the scope of the officer's employment who suffers a loss to the officer's personal clothing, shall be compensated for the replacement of like items up to a maximum of \$200.00 per incident and \$300.00 per year upon presentation of documentation of repair or replacement costs. Notice of loss and authorization for repair/replacement is to be obtained from the Chief prior to repair/replacement. Repair/replacement to be made by the Town as outlined above only in those cases where restitution is not available.

#### **ARTICLE 27 - UNIFORM CLEANING ALLOWANCE**

The Town shall afford each regular full time officer covered by this Agreement up to two (2) uniform cleanings per week, one (1) cleaning per week for part time officers. Said cleaning is to be performed by the vendor of the Town's choice. The Town will not be responsible for the delivery or return of uniforms scheduled for cleaning to the vendor.

#### **ARTICLE 28 – TRAINING**

Training for Officers covered by this Agreement is to be determined by mandate of State statues, the New Hampshire Police Standards and Training Council and the Chief of Police as deemed in the best interests of the Officers and Town of Jaffrey.

#### **ARTICLE 29 - INCENTIVE PROGRAM**

In the interest of providing for an atmosphere of health and fitness, and well-educated CBA members, the Town will provide the following incentive program to all full-time employees covered by this agreement:

A physical fitness test will be administered twice a calendar year for any CBA members who wish to be eligible for a cash incentive. The test is based upon the requirements of completion of the NH Police Standards and Training Certification Program, and is

attached as appendix A. All events must be passed at the minimum scores based upon the 50<sup>th</sup> percentile based upon the respective age groups. Physical Fitness tests will be administered twice per year, the first test no later than June 30<sup>th</sup>, and the second test no later than November 15<sup>th</sup>. Only one make-up test will be allowed for each scheduled test. The make-up test will be administered within three weeks of the original test. Make-up tests will be allowed for any individual who fails the original test, or is unable to attend the original test. No further testing shall be allowed after the make-up test for any reason.

In order to qualify for the PT bonus, and the Education bonus, and an individual is unable to participate in either the first or second test and subsequent make-ups, a waiver of that requirement may be granted by the Town Manager for good cause shown. If a waiver is granted, and the individual otherwise completes all requirements for bonuses, the bonus amount shall be determined by the Town Manager. If an individual is unable to perform a certain event as stipulated by the NH Police Standards and Training guidelines due to a medical condition which is documented by the employee's physician, the Town Manager may waive the requirement of that portion of the test, or may require an alternate event to satisfy the testing requirement. The Town also reserves the right to submit the individual to the Town's physician to verify the medical condition. This expense would be borne by the Town. If a CBA member passes the test twice per year, s/he will be rewarded with a cash payment of \$1,000.

For those officers who have earned college degrees, and who have passed the physical fitness tests as prescribed above, s/he will be rewarded with a cash payment of \$3,500 for a Master's Degree, \$3,000 for a B.A. or B.S. degree, and \$1,500 for an A.A. degree. For those officers who do not complete or do not pass the physical fitness test, a cash payment of \$2,000 for a Master's Degree, \$1,500 for a Bachelor's Degree and \$1,000 for an Associate's Degree shall be paid. Those officers holding multiple degrees shall only be paid for the highest degree held.

Upon proof of membership at a fitness facility, and attendance sufficient to meet the requirements of a bonus paid by the town's health insurance company, if any, the Town will pay to the employee the balance of his/her membership fees at the facility.

These bonuses will be paid out the second pay period in December of each year.

### **ARTICLE 30 - BULLETIN BOARDS**

The Town shall provide space for a bulletin board (1) for the posting of notices of the Town addressed to the employees and notices of the Union addressed to the members. The Town shall locate its bulletin board at a convenient place within the Department. No notice shall be posted in or around the Town's property except on such boards and no notice shall be posted until it has been signed by an official of the Union with the approval of the Town and/or its designated representative.

## **ARTICLE 31 – SEPARABILITY**

In the event any provision of this agreement, in whole or in part by any Court, is declared illegal, void, or invalid competent jurisdiction, or by any administrative agency having jurisdiction, all of the other terms, conditions and provisions of this Agreement shall remain in force and effect to the same extent as if that provision had never been incorporated in this Agreement and in such event this Agreement shall continue to be binding upon the parties herein.

In the event that any part of this Agreement is found to be illegal, void or invalid, the parties agree to reconvene for the purpose of renegotiating the defective language.

## **ARTICLE 32 - ENTIRE AGREEMENT**

The parties acknowledge that during the negotiations which resulted in this Agreement that each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Therefore, the Town and the Union, for the duration of this Agreement. each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to, or covered in this Agreement. even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed the Agreement. This agreement may only be amended during its term by the written mutual consent of both parties.

The Agreement supersedes and cancels all prior practices and agreement, whether written or oral, unless expressly stated to the contrary herein, and together with any letters of understanding executed concurrently (or after) with the Agreement constitutes the complete and entire agreement between the parties, and concludes collective bargaining (except as provided for in the grievance procedure) for its term.

**ARTICLE 33 - DURATION**

This Agreement shall be in full force and effect from January 1, 2013~~4~~ through December 31, 2013~~5~~. Both parties agree to initiate subsequent contract negotiations on successor contracts no later than September 1, 2012~~5~~ with a list of tentative dates for meeting as submitted no later than August 1, 2012~~5~~.

FOR THE TOWN OF JAFFREY FOR AFSCME LOCAL 3657

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2013

Town Manager

Scott Stevens  
Chapter Chair



William Oswalt  
Police Chief



Joseph Hileman  
Union Steward



Michael Blair  
AFSCME

## APPENDIX A – WAGES AND GRADE CATEGORIES

COLA INCREASE: 2%	Anniv.	2014
Step 1		\$ 48,318.40
Start/Uncertified	0	\$ 23.23
Step 2		\$ 49,753.60
Certified 0-12 months	0	\$ 23.92
Step 3		\$ 51,272.00
13-24 months	1st	\$ 24.65
Step 4		\$ 52,811.20
25-48 months	2nd	\$ 25.39
Step 5		\$ 54,392.00
49-60 months	4th	\$ 26.15
Step 6		\$ 57,116.80
61-84 months	5th	\$ 27.46
Step 7		\$ 59,987.20
85-96 months	7th	\$ 28.84
Step 8		\$ 62,982.40
97+ months	8th	\$ 30.28
Master Patrol		\$ 66,131.52
5% over Step 8		\$ 31.79
Eligible at Step 7 upon successful written promotional exam and physical fitness standards		
Sergeant I (0-36 months)		\$ 68,776.78
4% above Master Patrol		\$ 33.07

Sergeant II (36+ months)	\$ 70,840.08
3% above Sergeant I	\$ 34.06
Additional 1% differentail adjustment made between MP and Sgt (Effective Jan. 09)	
Detective one step higher than current step capped at 2% above Master Patrol	
Part-Time Uncertified	\$ 19.82
P/T I (0-24 months)	\$ 21.01
P/T II (25-48 months)	\$ 23.89
P/T III (49+ months)	\$ 26.29
Special Details	
Special Details = Highest Rate of Pay (Lt. @ x1.5)	\$ 54.68

## APPENDIX B – DENTAL INSURANCE *TBD*

### Town of Jaffrey

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#### Dental Coverage and Rates

January 2013 Dental Renewal

The following rates are guaranteed from January 1, 2013 to December 31, 2013

Anniversary Month    January  
 Probationary Period    0M

Coverage	Single	2-Person	Family
OPTION 1	\$40.37	\$78.14	\$142.16

*Monthly rates are based on at least 75% participation of eligible employees.*

*If there is an employee contribution for dependents, 50% of subscribers with dependents must agree to enroll all of their eligible dependents and keep them enrolled for the term of the contract year*

BENEFIT SCHEDULE							
Coverage	Cov A	Cov B	Cov C	Cov D	Ortho	Ded	BPM
OPTION 1	100%	80%	50%	50%	\$1,000	\$25/\$75	\$1,000

SPECIAL NOTES
None

**APPENDIX C – HEALTH INSURANCE TBD**

**SCHOOLCARE  
Medical Rates for 2013-2014**

RECEIVED NOV 29 2012

Date: November 9, 2012  
 To: Town of Jaffrey (the "MEMBER")  
 From: New Hampshire School Health Care Coalition ("the Coalition" or "SCHOOLCARE")

The Medical Rate renewal format is modified this year due to the presentation of the Premium Holiday as required by the Risk Pool Practices Agreement which the Coalition entered into in April 2012 with the Secretary of State, Bureau of Securities. The intent of moving from the previous method of returning surplus called Rate Stabilization to Premium Holiday is to provide greater transparency while maintaining one of the Coalition's founding principles - sharing the return of surplus with employees currently contributing toward the cost of their health insurance premiums.

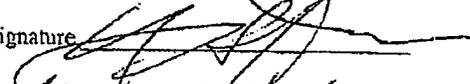
Each MEMBER's monthly invoice will show the Monthly Billing Rates. SCHOOLCARE will apply Town of Jaffrey's Premium Holiday in the amount of n/a as a credit on the December 2013 invoice.

<i>GUARANTEED Monthly Billing Rates - July 1, 2013 through June 30, 2014</i>				
Plan	Single	Two-Person	Family	% Increase
Open Access +	\$ 684.50	\$1,369.00	\$1,848.00	n/a
HMO	\$ 740.00	\$1,480.00	\$1,998.00	4.8%
POS	\$ 829.00	\$1,658.00	\$2,238.50	4.9%

**IMPORTANT:** The Effective Rates below are the calculated rates after the Premium Holiday (if applicable) that MEMBERS should use to determine the employee, retiree and COBRA cost share.

<i>Monthly EFFECTIVE RATES - July 1, 2013 through June 30, 2014</i>				
Plan	Single	Two-Person	Family	% Increase
Open Access +	\$ 684.50	\$1,369.00	\$1,848.00	n/a
HMO	\$ 740.00	\$1,480.00	\$1,998.00	4.8%
POS	\$ 829.00	\$1,658.00	\$2,238.50	4.9%

The Town of Jaffrey accepts the medical rates provided above and agrees to participate as a MEMBER of the Coalition for the plan year July 1, 2013 through June 30, 2014. Please fax response (603-782-4079) or scan and e-mail to [mperreault@schoolcare.org](mailto:mperreault@schoolcare.org). Originals should be mailed to, SCHOOLCARE, 370 Harvey Road Ste. 4, Manchester, NH 03103 before February 1, 2013.

Authorized Signature  Date 11/13/12  
 Print Name Michael K. Horton Title Town Mgr.