COLLECTIVE BARGAINING AGREEMENT

STATE EMPLOYEES' ASSOCIATION
OF NEW HAMPSHIRE, INC.
CHAPTER 57
LITTLETON POLICE EMPLOYEES

LOCAL 1984
SERVICE EMPLOYEES INTERNATIONAL UNION
CTW, CLC

and

TOWN OF LITTLETON

Effective April 1, 2017 through March 31, 2019

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PREAMBLE

An AGREEMENT between the STATE EMPLOYEES' ASSOCIATION OF NEW HAMPSHIRE, INC., LOCAL 1984, SERVICE EMPLOYEES INTERNATIONAL UNION, CTW, CLC, hereinafter referred to as the "Association" and the TOWN OF LITTLETON hereinafter referred to as the "Town" and collectively referred to as the "Parties."

ARTICLE I
Recognition

1.1 The Town recognizes the Union as the sole and exclusive bargaining agent, for the purposes of establishing wages, hours and conditions of employment, for all full- time employees in the following classifications:

Bargaining Unit: Civilian Police Prosecutor, Police Officer, Police Sergeant, Police Lieutenant

The Parties agree that the following positions are excluded from the bargaining unit and the provisions of this Agreement:

Police Chief, Police Secretary and all other supervisory professional, technical, clerical and confidential employees, persons in a probationary or temporary status, employed seasonally, part-time, irregularly, or on call, and all other employees of the Littleton Police Department and the Town of Littleton government.

1.2 The classifications or job titles used above are for descriptive purposes only. Their use is neither an indication nor a guarantee that these classifications or titles will continue to be utilized by the Town.

ARTICLE 2
No Strike - No Lockout

2.1 During the term of this Agreement, neither the Association nor its agents or any employee, for any reason, will authorize, institute, aid, condone or engage in a slowdown, work stoppage, strike, or any other interference with the work and statutory functions or obligations of the Town. During the term of this Agreement, neither the Town nor its agents for any reason shall authorize, institute, aid, or promote any lockout of employees covered by this Agreement.

2.2 The Association agrees to notify all local officers and representatives of their obligation and responsibility for maintaining compliance with this Article, including their responsibility to remain at work during any interruption and to encourage employees violating Section 2.1 above to return to work.

2.3 The Town may discharge or discipline any employee who violates Section 2.1 above and any employee who fails to carry out his responsibilities under Section 2.2 above.

2.4 Nothing contained herein shall preclude either Party from obtaining judicial restraint and damages in the event of a violation of this Article.

ARTICLE 3
Management Rights and Employee Rights

3.1 Management Rights

3.1.1 Except as otherwise expressly and specifically limited by the terms of this Agreement, the Town retains 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 Association thereunder are limited to those specifically set forth in this Agreement. Without limitation, but by way of illustration, the exclusive prerogatives functions, and rights of the Town shall include the following:

a. To direct and supervise all operations, functions and policies of the Town in which the employees in the bargaining unit are employed.

b. To close or eliminate an office, operation, service or facility, or combination of facilities or to relocate, reorganize, or combine the work of divisions, offices, operations or facilities, for budgetary or other reasons.

c. To determine the need for a reduction or an increase in the work force and the implementation of any decision with regards thereto.

d. To establish, revise and implement standards for hiring, classification promotion, quality of work, safety, materials, uniforms, appearance, equipment, methods and procedures. The Town retains authority to fulfill and implement its responsibilities and may do so by written work rules existing or future.

e. To implement new, and to revise or discharge, wholly or in part, old methods, procedures, materials, equipment, facilities, and standards.

f. To assign and distribute work.

g. To assign shifts, workdays, hours of work, and work locations.

h. To determine the need for and the qualifications of new employees, transfers and promotions.

i. To discipline, suspend, demote, or discharge employees for just cause.

j. To determine the need for additional educational courses, training programs on-the-job training and cross-training, and to assign employees to such duties for periods to be determined by the Town.

3.1.2 It is further specifically agreed that this Article and the exercise of any management right herein, unless specifically provided for under express terms of this Agreement, shall not be subject to any grievance proceeding as hereinafter set forth.

3.2 **Employee Rights**

3.2.1 Employees have and shall be protected in the exercise of the right, freely and without fear of penalty to join and assist the Association, provided however, that nothing in this Article or Contract implies that any member of the Unit must join the Association as a condition of employment or continued employment.

3.2.2 Without limiting the foregoing, the Town agrees that it will not aid, promote or finance any other labor group or organization purporting to engage in collective bargaining or make any agreement with any such group or organization which would violate any rights of the Association under this Contract or the Law.

3.2.3 Complaints against a member of this Unit brought by a civilian:

In all cases of complaints brought against a member of the Unit by a non-police official (civilian) the following procedure shall be utilized:

a. The Chief shall notify the employee immediately or no later than within ten (10) calendar days of receiving knowledge of said complaint. Notice to the employee shall be in writing stating the exact nature of the complaint, date and time of the alleged incident and the name of the individual and/or organization alleging the same. If the Chief or other designated person does not act upon a civilian complaint, the complaint shall not be placed in the employee's personnel file.

b. Any disciplinary action based on the complaint shall be subject to the Discipline and Grievances Procedures of this Contract.

c. In no event will complaints of any nature be kept in the employee's personnel file without his knowledge.

d. The employee retains the right to review his/her personnel file at any reasonable time.

ARTICLE 4
Association Rights

4.1 The local chapter of SEA covering Littleton Police employees or committees of that chapter shall be allowed the use of any available Town conference room for meetings when such facility is available and such meetings would not conflict with the business of the Town, and such use will be subject to the normal schedule and procedures as specified by the Town Manager.

4.2 Staff representatives of the Association shall be allowed to visit the work areas of employees during working hours and confer on conditions of employment to the extent that such visitations do not disrupt the work activities of the area being visited with the approval of the Town Manager, or his/her designee, prior to the visit.

4.3 The Town shall furnish to the Association a list of names and job classifications of all employees in the bargaining unit upon written request which request shall not be unreasonably frequent.

4.4 The Town shall provide space for Association bulletins at one location for employees to read. All notices posted on such board shall only be used to notify employees of matters pertaining to Association affairs. Outdated material shall be removed. No material shall be posted which is inflammatory, profane, obscene or defamatory to the department, the Town, or their representatives, or which constitutes election campaign material for or against any person, organization, or faction thereof.

ARTICLE 5
Non-discrimination

5.1 Neither the Town nor the Association shall interfere with the rights of employees covered by this Agreement to become or not become members of the Association and there shall be no

discrimination against any such employees because of lawful Association membership or non-membership activity or status.

5.2 Neither the Town nor the Association shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws because of race, creed, color, national origin, age or sex.

ARTICLE 6
Dues Deduction

6.1 Upon receipt of an individually written authorization by an Association member covered by this contract and approved by the authorized officer of the Association, the Town agrees to deduct from the pay of each Association member so authorized the current Association dues as certified to the Town by the Treasurer of the Association. Said deduction shall be made biweekly 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 pay period. Once each pay period, the Town shall send the amount so deducted to the Treasurer of the Association, along with a list of the employees from whom the dues have been withheld and the dates of the pay periods involved. In no case will the Town attempt to collect fines or assessments for the Association beyond the regular dues. On or before December 1 of each year, the Union shall provide the current prevailing agency fee for the previous year as set by SEA.

6.2 Each member of the bargaining unit who, on the effective date of this Agreement, is a member of the Association, and each employee who becomes a member of the bargaining unit and the Association after that date shall continue his/her membership in the Association 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 Association any time within twenty (20) calendar days following the effective date of this Agreement.

6.3 No agency fee or dues will be assessed for any employee during the initial probationary period.

6.4 Should there be a dispute between an employee and the Association over the matter of dues deduction or maintenance of membership, the Association agrees to defend and hold the Town harmless in any such dispute.

ARTICLE 7
Association Representation

7.1 a. Association officers and representatives are as follows: President, Vice-President, Secretary, Treasurer, Steward, Negotiating Committee (3 members and alternate), SEA representative

b. The Association shall advise the Town of the names of the employees holding union offices.

c. The President and/or his/her designee shall be permitted to investigate, process and settle grievances and conduct reasonable Association business during his/her regularly scheduled shift with no loss of pay. The president or his/her designee shall, prior to being excused, notify the Chief of Police or his/her designee.

7.2 The Town agrees when possible to authorize one (1) day off in any calendar year, without loss of time or pay for the Steward to attend Association training programs. The Association shall notify the Town no less than twenty (20) days in advance of such proposed training programs.

7.3 The members of the Association bargaining committee who are scheduled to work a tour of duty during negotiations, shall be granted time off without loss of pay or benefits for preparation and attendance at all negotiation sessions between the Town and the Association for the purpose of negotiating the terms of an Agreement.

7.4 Any leave or time off provided for in this Article may be refused or withheld if such leave or time off will substantially interfere with the normal and orderly operation of the police department. It is expressly understood and agreed that such refusal or withholding of leave or time off shall be reasonable and not arbitrary.

7.5 Two members of the bargaining unit, as determined by SEA, shall be permitted to use annual leave or to exchange work shifts for the purpose of attending the annual convention of the State Employees' Association.

ARTICLE 8
Safety and Health

8.1 The Town shall have the right to make regulations for 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 Association shall meet as needed at the request of either Party to discuss such regulations and any other appropriate safety and/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.

8.2 Except in an emergency or when the Chief of Police and the Union mutually agree otherwise, no full-time sworn officer shall be assigned to any shift to which a part- time officer also is assigned unless the part-time officer has been certified full-time by N. H. Police Standards and Training.

ARTICLE 9
Work Rules

9.1 The Town may prepare, issue and enforce reasonable rules and safety regulations necessary for the safe, orderly and efficient operation of the department.

9.2 The Union acknowledges that the Town may review email communications. In the event that any request is made by a member of the general public for the release of any email communications pursuant to RSA 91-A, the Town shall provide the Union steward and any affected member with timely notice of the request.

ARTICLE 10
Disciplinary Actions

10.1 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 a manner consistent with the efficiency of operations and appropriate to the infraction involved.

10.2 All written warnings, suspensions, and discharges must be stated in writing and the reason(s) stated and a copy given to the employee(s) and the Association.

10.3 Any suspension with pay shall be considered an administrative action and not a disciplinary action.

ARTICLE 11
Grievance Procedure

11.1 The purpose of this procedure is to provide an orderly method for resolving grievances. A determined effort shall be made to settle any such differences at the lowest possible level in the grievance procedure.

11.2 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 time limits.

11.3 Any and all time limits specified in the grievance procedure may be waived by mutual agreement of the Parties. Failure by the employee to submit the grievance or appeal the grievance to the next step in accordance with these time limits without such waiver shall constitute an abandonment of the grievance. Failure at any level of the grievance procedure to communicate a decision within the specified time limits shall permit the grievance to proceed to the next step.

11.4 An individual member of the bargaining unit may present an oral grievance to his/her employer without the intervention of the exclusive representative. Until a grievance is reduced to writing, the Association 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.

11.5 Steps in the Grievance Procedure.

11.5.1 Step 1: Any employee who has a grievance shall submit it first in writing to the Chief of Police, or his/her designee within ten (10) working days of the incident giving rise to the grievance, or the grievant's first knowledge thereof, in an attempt to resolve this matter. The grievance shall identify:

a. the particular contract section(s) alleged to have been violated.
b. the nature of the act or omission, its dates and times, if known, and the person(s) causing the violation, if known.
c. the loss or injury claimed.
d. the remedy sought.

The Chief of Police shall hold a hearing within five (5) work days of receipt of the written grievance and shall render a decision in writing no later than ten (10) work days following the date of the hearing.

11.5.2 Step 2: If the grievance is not resolved to the grievant's satisfaction at Step 1, an appeal may be filed with the Town Manager in writing within five (5) work days of the receipt of the decision at Step 1. All documentation presented at Step 1, along with the Step I decision, shall accompany the appeal to the Town Manager. Town Manager, or his/her representative, shall hold a hearing within ten (10) work days of receipt of the appeal from Step I and shall render a written decision no later than ten (10) work days following the hearing:

11.5.3 Step 3: If the decision of the Town Manager does not resolve the grievance, the Association shall have the sole right to appeal that decision and the matter shall be submitted to arbitration

providing the Association notifies the Town Manager of such request within ten (10) work days of the receipt by the Association of the Town Manager 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 ten (10) workdays following the date the request for arbitration was received by the Town, the American Arbitration Association will be notified by either or both Parties and requested to submit a roster of persons qualified to function as an arbitrator.

b. The Parties shall choose a mutually satisfactory arbitrator from the list submitted within ten (10) workdays, or request a second list.

c. If within ten (10) workdays of receipt of the second list the Parties are still unable to agree upon a mutually agreeable arbitrator, they shall request that the American Arbitration Association appoint an arbitrator.

d. Neither the Town nor the Association will be permitted to assert any evidence before the arbitrator, which was not previously disclosed to the other Party.

e. The arbitrator shall limit him/herself to the issues submitted to him/her and shall consider nothing else. He/she shall be bound by and must comply with all of the terms of this Agreement. He/she 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 payments.

f. The decision of the arbitrator shall be final and binding on the Parties.

g. The costs for the services of the arbitrator, including their 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 Town and the Association. Any other expense shall be paid by the Party incurring same.

h. It is expressly understood that either Party may initiate a meeting with the other Party to resolve the grievance prior to going to Step 3, and the other Party shall be available for such meeting.

11.5.4 Powers of the Arbitrator: It shall be the function of the Arbitrator, and he/shall be empowered, except as his/her powers are limited below, after proper hearing on a properly filed and processed grievance referred to him/her as set forth above, to make a decision in cased of an alleged violation of the specific articles and sections of this Agreement. The decision of the Arbitrator shall be based exclusively on the evidence presented at the arbitration hearing and the provisions of this Agreement. The Arbitrator's decision shall not be based on any statues, decision, regulations or other extra contract matters not specifically incorporated into this Agreement. The Arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted.

1. The Arbitrator shall have no power to add to, subtract from, alter, or modify any of the terms of this Agreement or any of the functions or responsibilities of the parties to this Agreement.

2. The Arbitrator shall have no power to change any practice, policy, or rule of the Town nor to substitute his/her judgment for that of the Town as to the reasonableness of any such practice, policy, or rule, unless such practice, policy, or rule is in violation of

a specific article and section of this Agreement. His/her powers shall be limited to deciding whether the Town has violated the express article and sections of this Agreement; and he/she shall not imply obligations and conditions binding upon the Town from this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the Town.

3. The Arbitrator shall have no power to substitute his/her discretion for the Town's discretion in cases where the Town is given discretion by this Agreement.

4. The Arbitrator shall only have the authority to pass on a grievance referred to him/her as prescribed herein.

5. The Arbitrator shall be without authority to make any decision which requires the commission of any act prohibited by law or which is violative of the terms of this Agreement.

11.5.5 At the time of the arbitration hearing, both the Town and the Association shall have the right to call any employee as a witness and to examine and cross-examine witnesses. Each party shall be responsible for the expenses of the witness that they may call. The parties shall submit to each other a list of all arbitration witnesses to be called in the hearing no less than forty-eight (48 hours) in advance of the scheduled hearing date. At the close of the hearing, the Arbitrator shall afford the Town and the Association the opportunity to furnish briefs.

11.5.6 The Arbitrator will render his/her decision within thirty (30) days from the date the hearing is closed or the date the parties submit their briefs, whichever date is later.

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

11.6 "Work days" shall mean Monday through Friday, excluding holidays designated in Section 15.1.

ARTICLE 12
Seniority, Promotions, Assignments, Transfers, Probationary Period

12.1 Accrual: For purposes of promotion, vacation choice, transfer, layoff, recall and other benefits, an employee's seniority shall be equal to his/her 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 in Section 12.2 below. Upon successful completion of his/her probationary period, a regular full-time employee acquires seniority retroactive to his/her first day of employment.

12.2 Term 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. Failure to report for work at the end of a leave of absence or extension thereof.

e. Failure to be recalled from layoff or failure to return to work due to any non occupational connected illness or accident for a period of twenty-four (24) months.

f. Retirement.

12.2.1 An employee shall retain, but not accrue seniority while on layoff subject to the limitations in 12.4.

12.2.2 There shall be no break in seniority for employees who are promoted or transferred to positions within the police department which are excluded from the bargaining unit, and shall later return to a bargaining unit position.

12.3 Seniority List: Annually, the Town shall establish and post a seniority list which list shall be subject to amendment from time to time as circumstances warrant. Employees shall be listed by classification in order of decreasing seniority and the list shall include the most recent date of hire. Any unresolved disputes concerning the seniority list shall be adjusted through the grievance procedure.

12.4 Lay-Offs: The Town shall give written notice to the affected employees of any proposed lay-off and the reasons therefore at least fourteen (14) calendar days before the effective date thereof unless circumstances beyond the control of the Town prevent this length of notice.

12.4.1 In the event a layoff occurs, the least senior employee(s) in the job classification(s) affected shall be laid off according to their ranking on the seniority list. A Sergeant who is notified of a layoff shall be permitted to bump into the position of the least senior patrol officer.

12.5 Recall: Employees shall be recalled from layoff in the reverse order of their layoff. Recalled employees shall be sent a recall notice by certified mail to the last known mailing address as provided by the employee to the Town. It shall be the employee's responsibility to up-date such mailing address as necessary.

12.5.1 Any recalled employee who fails to contact the Chief of Police within three (3) work days of receipt of the recall notice shall be considered to have voluntarily resigned his/her employment; subject to any prior written mutual agreements which may alter this provision.

12.6 Promotions and Assignments

a. Prior to filling a promotional or assignment vacancy, the Town shall establish a promotional list based on an objective approach for rating the elements in the process and which will result in a final overall numerical score for every candidate.

b. Prior to embarking on a promotional or assignment process for any position in the bargaining unit, the Chief shall reduce to writing the details of the process which shall include eligibility criteria, elements of the process and weights to be applied to each element, and shall provide this written summary to the Union. However, any change in eligibility criteria should not deny a bargaining unit member a reasonable opportunity to become eligible for promotion. The Chief will take written

comments from the Union with respect to this process prior to implementing it, but shall have final say over the details of the process.

c. At the time each promotion or assignment process is developed, the Chief will stipulate the promotion or assignment vacancy or vacancies which the process will be used to fill. Any promotion or assignment list resulting from any such promotion or assignment process will be automatically void on the filling of the stipulated vacancies, unless it is otherwise agreed in writing between the Town and the Union to extend the life of said promotional list to a future date certain.

d. During emergency situations the Chief of Police or his designee may fill any promotional or assignment vacancy or vacancies temporarily without implementing the promotion or assignment process. It is agreed by the parties that the Chief of Police will initiate the promotion or assignment process as soon as possible but not to exceed past one month before the process.

e. It is agreed by the parties that the Chief shall have final say in choosing the candidate for promotional or assignment appointment from the list which results from the process.

12.6.1 The Town shall post all open unit promotions or assignments on employee bulletin boards for a period of seven (7) calendar days. The posted promotions or assignments shall contain the following: Title of job, Minimum qualifications, Minimum salary, Closing date of application.

12.6.2 Any employee who is promoted or transferred to any position represented by this Association shall serve a probationary period of six (6) months during which time the Chief of Police may return the employee to his/her former position. The employee may also voluntarily return to his/her former position during the probationary provided an opening exists.

12.6.3 When an employee is promoted to a non-union position, management or the employee can choose to return the employee to the Union position without a loss of seniority for a period of up to six months following the promotion.

12.7 Probationary Period: Police employees shall serve a probationary period of twelve (12) months. During the probationary period, the probationary employee may be discharged at the sole discretion of the Town and neither the reason nor the discharge may be the subject of a grievance. All employees entering the bargaining unit covered by the Agreement from any other Town department will serve the required probationary period.

ARTICLE 13
Hours of Work, Overtime, Compensation Time

13.1 For Patrol officers (including Detectives and School Resource Officers) and Sergeants, it is understood that their basic work week shall consist of either four 10 1/2-hour days or five 8 1/2-hour days, as determined by the Chief of his designee.

13.1.1 Any officer assigned as School Resource Officer also must be qualified as a Patrol Officer, and shall be assigned as a Patrol Officer when not assigned as a School Resource Officer. The parties agree that the Chief or his/her designee for the purposes of scheduling and any Detective working a schedule other than the ones stipulated to above shall work in good faith to ensure that the Detective is getting adequate rest.

13.2 All employees who are paid on an hourly basis shall earn overtime payment for all hours worked beyond their regular work day. Overtime will be paid at one and one- half (1 1/2) times the employee's regular rate. Personal days and annual leave shall not constitute hours worked for purposes of computing voluntary overtime.

13.2.1 In general and as outlined and described in the Fair Labor Standards Act certain employees though covered by the FLSA, are exempt from some of its provisions with regards to overtime, the exemptions include employees who fall into the category of executive, administrative, and professional. With special provisions applying to employees that work in public safety. Personnel shortages, peak work loads and other emergency situations may make it necessary for an employee to work beyond the regularly scheduled work week. Police department non-exempt employees will be paid overtime after 10 ½hours are worked per day. Overtime is calculated at the rate of time and one-half for all hours worked over the hours addressed above. Compensation will take the form of either time and one-half pay or compensatory time. Compensatory time is paid time off at the rate of one and one-half hours off for each hour of overtime worked.

13.2.2 The employee's supervisor or the Department Head must approve overtime. Overtime shall be offered on a rotating basis to full-time members of the bargaining unit on the basis of the seniority list established per Section 12.3. Overtime earned will be paid on the next regularly scheduled payroll date, unless the employee and the Department Head mutually agree in advance the overtime will be banked as compensatory time in lieu of payment. Overtime may take the form of compensatory time if mutually agreed in advance. This advance agreement can be the employee's signature on the timesheet indicating in the boxes provided on the timesheet whether he/she would prefer to receive compensatory time rather than paid overtime for the overtime hours worked on that payroll period.

13.2.3 The maximum compensatory time that can be accumulated at one point is 42.5 hours. The use of compensatory time falls under the same rules as leave time as outlined in Article 16 of the Collective Bargaining Agreement.

13.2.4 All overtime will be marked as such on the timesheet. All compensatory time will be marked as such on the timesheet both when earned and when it is used. The Town of Littleton Finance Department will maintain compensatory time records for all nonexempt employees. All compensatory time accrued and not used will be paid when the employee leaves the town's employment at the rate of pay the employee is earning at that time. Twice per year, at the end of March and at the end of October, any unused compensatory time will be paid out at the rate of pay the employee is earning at that time.

13.3 Any Patrol Officer or Sergeant called back to work after leaving the work premises shall be guaranteed a minimum of not less than three (3) hours pay at the rate of time and one half (1 1/2) the regular hourly rate.

13.4 The Chief of Police, or his designee, retains full control of all shifts, schedules and rotations. Any changes or modifications the Chief of Police, or his designee, make to any shifts, schedules or rotations will be posted in writing for a period of no less than one week. Any group or individual changes to any shifts, schedules or rotations will be made for reasons of good cause. In situations based on emergency capacity, the Chief of Police, or his designee, may make changes or modifications to any shifts, schedules or rotations within the limitations and protections afforded by statute.

13.5 If the individual in the position of Chief of Police changes during the term of this contract, any new individual in that position will meet with representatives of the bargaining unit and Town management prior to initiating changes in the schedule.

13.6 Detail

13.6.1 Definition: Any work to which a full-time officer is assigned that is not regular duty, overtime or recall. Assignment of detail work shall be accomplished in accordance with Section 13.3. Detail will be considered either "outside" or "inside". Inside detail assignments include events for Memorial Day, Veterans Day, Littleton School Functions, Safety events and activities in support of other Town Departments upon mutual agreement of the Town and the Union. All other detail assignments will be considered outside detail.

13.6.2 All detail assignments shall be compensated at a minimum of four (4) hours pay at one and one-half (1½) times the officer's regular hourly rate of pay or $45 per hour, whichever is greater; however, the rate for hours of detail assignments that are worked on holidays listed in Article 15 shall be one and one-half (1½) times the officer's regular hourly rate of pay or $60 per hour, whichever is greater. All detail assignments shall be first offered to full-time officers.

13.6.3 On an annual basis the Town shall consult with the Association to determine the detail rates.

13.7. No employee shall be relieved of duty during the regular shift hours in his/her basic work week in order to compensate or offset overtime hours worked unless agreed to by the employee.

13.8 For the purposes of computing overtime, the work week shall be considered to begin at the beginning of the employee's day shift on Monday and end at the end of the third shift the following Sunday.

13.9 Unit employees who are required to attend court during off duty hours shall be compensated by receiving a minimum of three (3) hours pay at time and a half (1 1/2) times his/her regular hourly rate of pay for all such hours. Any applicable witness fees shall *be* reimbursed to the Littleton Police Department.

ARTICLE 14
Wages

14.1 Wages and salary schedules for this Agreement are set forth in Appendix A. Except for the prosecutor, employees who are not already on the top step of the wage and salary schedule in Appendix A shall receive one step increase on April 1, 2017 and one step increase on April 1, 2018. The prosecutor shall receive no step increase on April 1, 2017 and, if not already on the top step of the wage and salary schedule in Appendix A, shall receive one step increase on April 1, 2018. This is instead of step movement on anniversary dates of hire. It is understood that the position of police prosecutor will be a salaried position.

14.2 The bargaining unit and the Town will jointly review a market study of comparable wages for similar positions prior to negotiation of a successor collective bargaining agreement to this Agreement. The information in the market study may be used by both parties during negotiation of a successor agreement, but it shall not be binding upon either party.

14.3 Current employees are assigned to steps and are expected, except as provided for in Section 19.1, to matriculate during the term of the contract.

14.4 Newly hired employees will normally be paid at the start step of the pay plan. However, anything herein to the contrary notwithstanding, the Town reserves the right through its Town Manager, to negotiate with new employees a start step in the plan that is appropriate to the new employee's experience or market conditions at the time up to step four (4) of the plan. Any hiring

above step four may be done only with the agreement of the Union. The Town Manager may also negotiate the amount of annual leave a new employee starts with. In all other respects, the new employee will start as provided herein.

14.5 Employees who receive promotions from one job class to another shall be placed at the lowest step which represents a pay increase of not less than five percent (5%).

14.5.1 Sworn employees within the bargaining unit who are assigned an additional full time assignment as school resource officer or detective or police prosecutor shall receive a pay increase of 3% above their base salary. Sworn officers who hold Master Patrol Officer status in the Littleton Police Department shall receive a bonus equal to 1% of their annual base wages, and the bonus will be payable in December. This amount shall be pro-rated if Master Patrol Officer status in the Littleton Police Department is held for less than the full year.

14.5.2 Sworn officers who are assigned as field training officers to trainees will receive a stipend equal to $25 per shift for which they are assigned a trainee. The stipend shall be paid after the field training officer completes training responsibilities, including submission of documentation.

14.6 In no case shall the payment of overtime or other compensation under this contract be pyramided or otherwise computed so as to result in paying the same hours more than once.

ARTICLE 15
Holidays

15.1 All permanent employees shall be granted the following holidays with pay, effective on the date of employment:

New Year's Day	Columbus Day
Washington's Birthday	Veterans' Day
Memorial Day	Thanksgiving Day
Independence Day	Day after Thanksgiving
Labor Day	Day before Christmas
Christmas Day	

Employees who are absent for unauthorized reasons on the day directly preceding or directly following the holiday shall forfeit pay on the holiday.

15.2 Police Officers and Sergeants who are on paid status (e.g., not on unpaid leave or suspension without pay) shall be compensated for holidays whether worked or not, by the payment of eleven (11) additional days pay on the first payroll that falls on or after the first Thursday in December, if otherwise eligible.

15.3 For employees who work a Monday through Friday schedule, holidays which fall on Saturday will be observed on the preceding Friday. Holidays which fall on Sunday will be observed on the following Monday.

15.4 Employees will only be eligible for holiday pay for those days the employee is employed by the Town.

ARTICLE 16
Leave Administration

16.1 Annual Leave

16.1.1 Leave Time is an alternative approach to the traditional manner of covering absence for vacation, personal days, and sick leave. Instead of dividing benefits into a specific number of days for each benefit, Leave Time puts those days together into a single benefit.

Leave Time days can be used for a variety of purposes. The exact number of Leave Time days available each year will depend on the years of service to the Town. Leave time can be used only after it has been accrued.

Accrual of Leave Time shall be based on a completed calendar month of service. No accrual shall be granted for the month in which the employee is hired after the 20th of the month. Said employee's accrual of Leave Time shall begin after the completion of the first month following the date of hire. If an employee terminates (either voluntary or non-voluntarily) before the 20th of a month, no Leave Time will be accrued."

NOTE: Worker's Compensation is NOT affected by Leave Time.
Bereavement Leave is NOT affected by Leave Time.

Coverage: Employees who are employed in a full time position of at least 30 hours week are covered by Leave Time. The accrual rates are as follows:

Months of Service	Monthly Accrual Rate
0-12	1 day
13-24	1.25 days
25-60	1.75 days
61-120	2 days
121+	2.25 days

Employees accumulate Leave Time based on regularly scheduled hours worked (other hours worked beyond normal schedule such as overtime are excluded) and on years of service to the Town.

16.1.2 Employees shall be permitted to utilize their Leave Time in any size increment up to 2 weeks, unless waived by the Chief or his designee. Use of Leave Time at a particular time is contingent upon approval by the Chief. Upon submission of the Leave Time request the Police Chief shall notify the employee of approval or denial of said Leave Time within a week, unless in the case of a waiver of the submission time or a two week submission request, the Chief shall notify the employee within 48 hours. Employees requesting singular Leave Time days or a portion thereof shall submit a written request to the Police Chief or his designee 48 hours in advance of the requested date. The Police Chief may waive the advanced notification requirement in the event of an unforeseen event or emergency. In cases where there are multiple requests for similar vacation periods, seniority shall prevail. Granting of request shall be on a "first come first serve basis" except when one or more not yet approved requests for the same period are before the Chief at the same time, in which case, seniority shall prevail in the granting of such requests.

16.1.3 Employees shall submit their Leave Time requests as early as possible in the calendar year, and in any case at least two weeks in advance, unless waived by the Chief of Police.

16.1.4 Probationary employees will be eligible for use of Leave Time after six months of service, unless approved during probation by the Police Chief and Town Manager.

16.1.5 Employees shall be paid for all unused Leave Time upon separation from service with the Town. In the event of the death of an employee said Leave Time pay shall be paid to his/her beneficiary as listed in the personnel file or, if none is listed in the file, to his/her estate.

16.1.6 Maximum Accrual: It is in the best interest of both the Town and the employee that employees utilize leave time on an annual basis so as to maintain a healthy perspective and to renew enthusiasm for the job. Additionally, it is important for the Town to ensure that the financial obligations associated with accumulated leave time is managed to avoid substantial "unfunded" liability.

Therefore, a maximum number of accrued Leave Days is established based upon total months of service. At the end of each calendar year, each employee will be allowed to carry no more than the established maximum number of accrued Leave Days into the new year. Excess Leave Days beyond the maximum allowed for accrual will be lost.

The Town Manager may waive the limitation under special circumstances such as a special vacation trip or critical job demands that prevent use of Leave Days.

Months of Service On December 31st	Maximum Accrual carry forward
0-12	12 days
13-24	25.5 days
25-120	34.5 days
121-180	39 days
181+	42 days

* Computation of maximum accrual will occur as of December 31st of each year.

16.1.7 Members of the Union may participate in the Leave Time Exchange Bank program offered by the Town as defined in the Town Personnel Policy.

16.1.8 Members of the Union may participate in the Leave Time Liability Reduction Program offered by the Town as defined in the Town Personnel Policy. In accordance with the guidelines of the Leave Time Liability Reduction Program it is understood that members of the bargaining unit may use compensatory time as outlined in Article 13 to apply towards the program.

16.2. Authorized Absence Without Pay:

16.2.1 The Town Manager, at his/her discretion, may grant a leave of absence without pay for a period not to exceed one year. Except in unusual circumstances, such absences will be for the purpose of tending to personal affairs during short periods which the employee is unable to cover with accrued vacation leave, or to cover absences resulting from bona fide sickness or other physical disability, excluding a work related injury which the employee cannot cover with accrued sick leave.

16.2.2 For such absences of thirty (30) calendar days or less, the employee will continue to accrue leave credits and health insurance benefits will remain in effect.

16.2.3 For such absences of thirty-one (31) calendar days or more, leave accrual and other benefits shall be suspended until the employee returns to work.

16.2.4 Employees may continue health insurance coverage during the authorized absence by paying 100% of the premium and any COBRA fees to the Town.

16.2.5 An employee who has been granted such an authorized absence shall not be considered to have broken his/her continuous employment with the Town although the period of such leave of absence shall not be counted toward the employee's continuous employment with the Town.

16.3 Bereavement Leave:

16.3.1 When death occurs in an employee's immediate family as defined below, the employee, on request, will be excused for any of three (3) normally scheduled working days between the date of death and the date of the funeral, inclusive. The immediate family is defined as including the employee's or the spouse of the employee's: spouse, child, mother, father, brother, sister, grandchild, grandparent, aunt, uncle, step-parent, step-child, step-brother or step-sister.

16.4 Maternity/Paternity Leave:

16.4.1 An employee shall receive two weeks pay at their regular rate when on leave for the birth or adoption of a child.

16.5 Jury Duty:

16.5.1 An employee with one or more years' seniority who is summoned and reports for jury duty, as prescribed by applicable law, shall be paid by the Town and amount equal to the difference between the amount of wages the employee otherwise would have earned by working during straight-time hours for the Town on that day and the daily jury duty fee paid by the court or agency (not including travel allowances or reimbursement of expenses), for each day on which he/she reports for or performs jury duty and on which he/she otherwise would have been scheduled to work for the Town.

16.5.2 In order to receive payment, an employee must give the Town prior notice that he/she has been summoned for jury duty and must furnish satisfactory evidence that he/she reported, for or performed jury duty on the days for which he/she claims such payment. The provisions of this section are not applicable to an employee who, without being summoned, volunteers for jury duty.

16.6 Military Leave:

16.6.1 An employee with one or more years seniority who is called to and performs short-term annual active duty for training as a member of the United States Armed Forces 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 his/her return to work, furnish the Town with a statement of a military pay received for performing such duty. Payment under this paragraph is limited to a maximum of ten (10) working days in a calendar year. In computing the pay due the employee, if any, payment will reflect the difference between the employee's straight time rate for the days in question and the military pay if the straight time pay exceeds the military pay for the specified period. Extended military service assignments shall be compensated under prevailing state and federal laws.

ARTICLE 17
Insurance and Benefits

17.1 The Town shall offer employees the opportunity to participate in one of the following health insurance plans: AB20IPDED-RX10/20/45 or ABSOS20/40/1KDED-RX10/20/45. For employees who elect the AB20IPDED-RX10/20/45 plan offered by the Town, the Town and the employee shall pay:

	2017-18	2018-19
Town:	86%	84.5%
Employee:	14%	15.5%

For employees who elect the ABSOS20/40/1KDED-RX10/20/45 plan offered by the Town, the Town and the employee shall pay:

	2017-18	2018-19
Town:	97.75%	95.5%
Employee:	2.25%	4.5%

The parties agree that the Town may change coverage to alternative carriers in the future provided there is no reduction in benefits or coverage by doing so. It is agreed that the unit members may purchase eye hardware utilizing the health insurance discount plan. The Town agrees to pay the difference up to $100 once every two years if the discount does not equal $100.

17.2 Any unit employee who is able to demonstrate to the Town that he or she has obtained adequate health insurance coverage from a source other than the Town that is not subsidized (e.g., not subsidized under the Patient Protection and Affordable Care Act), and that he or she declines coverage by the Town, will receive from the Town at the end of each calendar year a lump sum of $2,500. At the employee's option, the payments will be made in 26 equal biweekly installments.

17.3 The Town shall provide disability income protection insurance for unit employees, at no cost to the employees. Coverage begins on the tenth consecutive day of illness or injury, for a maximum length of 2 ½ years, subject to the terms in the insurance policy. All claims are made directly to the insurance carrier or its agent. The amount of coverage is 2/3 of the rate of pay for each day of illness or injury. Payment is for each day of illness, not for each day of work missed due to illness. This benefit does not supersede the requirements of FMLA laws.

17.4 The Town shall provide each unit employee with life insurance in an amount equal to 1.5 times his/her base annual wage, exclusive of overtime, and subject to the age limitations of the life insurance policy.

17.5 The Town shall pay the employer's share for all full time employees for participation in the New Hampshire State Retirement System. Participation of full time employees in the system is mandatory.

17.6 The Town will pay administrative fees for all employees to participate in an IRA program at the vendor of the Town's choosing.

17.7 In recognition of longevity of service, the Town will make an annual contribution to the employee's IRA at the vendor of the employee's choosing according to the table below. The annual contribution will be paid annually in April each year, provided the employee has informed the Finance Department in writing of where to send the contribution.

17.8

Years of Service	*Annual Contribution*
5	$ 500
6	$ 600
7	$ 700
8	$ 800
9	$ 900
10	$ 1000
11	$1100
12	$1200
13	$1300
14	$1400
15	$1500
16	$1600
17	$1700
18	$1800
19	$1900
20-24	$2000
25+	$2500

17.9 An employee who uses his/her own smart/cellular telephone for work purposes shall be reimbursed $50 per month.

ARTICLE 18
Uniform Allowance

18.1 The Town agrees to provide each eligible employee with uniform replacement items as required up seven hundred dollars ($700). Such uniforms shall include only those articles of clothing (including female equivalents) or equipment determined to be suitable by the Chief of Police. Mending or alterations to uniforms will also be paid through this account. Any unused balance in an amount not to exceed $300 may, at the employee's discretion, be carried forward by an employee from one contract year to the next. Without charge to the employee, the Town will replace batteries, taser cartridges, O.C. spray, rubber gloves, other body-fluid safety equipment, and ammunition that, are expended, damaged, lost or destroyed in the line of duty.

18.2 Each eligible employee, in order to qualify for the uniform allowance in Section 1, shall submit to the Chief a complete inventory of all uniform and equipment items in his/her possession, on a form prescribed by the Chief. The condition and the date of issue shall be included where possible.

18.3 When seeking replacement, the employee must turn in to the Chief or his/her designee the worn or damaged item.

18.4 Upon termination of any kind, the employee shall turn in to the Chief all uniform and equipment issue items with the exception of shoes and caps.

18.5 The Town shall provide each eligible employee with those items necessary to bring his/her complement items up to the standard established by the Chief,

18.6 Each year the Town will designate one or more local vendors to whom officers may take the clothing they wear while on duty for cleaning at no cost to the officer.

18.7 The Town shall provide all street officers with bullet resistant vests which shall be worn by all such street officers at all times while on duty in accordance with and except as provided by any requirements which may be promulgated by the Chief.

18.8 When employment of a patrol employee terminates, the employee will be offered the option to purchase the bullet-proof vest, as is, for 50% of the Town's original purchase price for it.

Article 19
Student Loan Reimbursement Program

Purpose: To attract or keep highly qualified individuals in position(s), which require a specialized degree in order to perform the requirements of the position.

The Town may reimburse certain educational loan expenses for prior education to an employee that is necessary for carrying out the responsibilities of the position. The purpose of this is to attract or keep highly qualified individuals in position(s), which require a specialized degree in order to perform the requirements of the position.

The following is a list of requirements and provisions to receive such benefits:

19.1 The employee must be a full time employee with at least 18 months of continuous service and the employee cannot be in default with the student loan repayment schedule and the student loan must have been used to pay tuition for course work taken by the employee; and

19.2 The employee's most recent performance appraisal or evaluation is at least fully successful, eligible, or meets the expectations of the supervisor. Only student loan expenses will qualify for this type of reimbursement. The specialized degree received is mandatory for the position held or reflects an improvement in job performance; and

19.3 A request for reimbursement must be submitted in writing to and approved by the Town Manager by December 15th of each year. The initial request must include a copy of the loan documentation and each request shall include a copy or copies of the student loan payments made during the current year for prior education these copies can be in the form of canceled check(s) or a print out from the lender with a history of the current year payments made; and

19.4 Reimbursement will be no greater than the actual payments made during the current year. The total cumulative reimbursement will be no greater than 75% of the total student loan obligation. No reimbursements will be made for late fees and the employee will continue to be liable for the loan debt. The employee is responsible for payment of the taxes on any reimbursement. Budgetary constraints may prohibit reimbursement from time to time and the reimbursement is subject to an approved appropriation each year at Town Meeting; and

19.5 The reimbursement program will work as follows;

18 months-36 months of continuous service the reimbursement will be no more than $3,000 per year or $250 per month.

36 months-60 months of continuous service the reimbursement will be no more than $4,200 per year or $350 per month.

60 months or more of continuous service the reimbursement will be no more than $6,000 per year or $500 per month.

19.6 The threshold for this benefit will not exceed $6,000 per year and no more than 75% of the total loan obligation based on the initial copy of the student loan documentation.

19.7 All reimbursements will be processed thru the payroll system and be subject to all federal, state and local taxes along with required retirement deductions. The employee and employer will be responsible for their own share of these required deductions thru withholdings. The reimbursements will be reported as wages earned on the employees W-2 and to the New Hampshire retirement system.

19.8 If the employee is unable to perform his/her duties in the appointed position receiving this benefit because of disability, retirement or unpaid leave for more than 10 working days, the continuous service time will be broken unless waived by the Town Manager.

ARTICLE 20
Miscellaneous

20.1 Performance Evaluation and Fitness for Duty: The Town will continue to evaluate the performance of its employee and their fitness for the performance of their duties. The Town will continue to determine the types and frequencies of such evaluations. Such evaluations may include medical examination by a physician and a physical fitness review, in addition to an objective analysis of each employee's competence and skill in carrying out his/her assigned duties over a defined period of time. The employee shall be permitted to permanently affix any written responses he/she choose to such evaluations and shall receive a copy thereof.

20.1.1 Any employee eligible for an incremental step increase may have his/her progression to that step delayed up to six (6) months if that employee has been informed by the Chief of Police that his/her performance during the last evaluation as performed in accordance with Section 19.1. was not satisfactory.

Any employee who has progression on the pay scale delayed by virtue of an unsatisfactory evaluation, may have his/her qualification for additional progressions postponed by the same delay imposed as the results of the unsatisfactory performance, provided the employee is notified in writing by the Chief of Police at least 30 days before the delay in progression is to take effect.

20.1.2 In those instances where an employee is denied a step increase due to unsatisfactory work performance, the employee may initiate a grievance at Step Two Town Manager Level and follow the grievance procedure thereafter. To activate this provision, the employee must submit his request in writing to the Police Chief within fourteen (14) days of being informed in writing by the Police Chief of the unsatisfactory evaluation.

20.2 The Town shall arrange for payroll deductions for direct deposits.

20.3 Any employee who is required to use his/her personal vehicle for work-related purposes shall be reimbursed at the rate permitted at that time by the Internal Revenue Service for tax purposes.

20.4 The Association shall furnish unit employees with a copy of this Agreement. The Town shall notify the Association of all newly-hired employees so the Association can fulfill this obligation.

20.5 Employees who complete at least two years of service to the Town and complete courses with a passing grade of "C" or better, shall be reimbursed by the Town for of sixty-six percent (66%) of the cost of tuition upon presentation of receipts for such expense and a grade report. Such courses shall be approved in advance by the Town Manager, and reimbursements hereunder shall be within the limits of the department budget. Course reimbursement which is provided by State or Federal funds, shall not also be eligible for reimbursement hereunder.

20.6 Physical Fitness: The Town shall pay up to three hundred fifty dollars ($350.00) annually to a fitness center for initial or renewal membership on behalf of each employee who participates in a Town approved, structured, fitness/wellness program. For fitness center memberships, the employee must submit documentation to verify participation in at least 120 workout sessions annually. A once a year reimbursement will be made upon receipt of proof of payment in such a program. A reimbursement request, itemizing expenses and accompanied by receipts, must be submitted to the Benefits Administrator by December 1 for the preceding year. Payments will NOT be made directly to a fitness facility or program. Reimbursement will ONLY be made to the employee.

20.6.1 Each August, all unit sworn personnel will have the opportunity to complete the Cooper Aerobics Institute standards for physical fitness. Each sworn personnel who is able to test and pass the 35th percentile will be eligible for a bonus of 1% of annual base pay to be paid upon provision of appropriate documentation showing he or she has passed the test. If 33% of the sworn personnel are able to test and pass the 50th percentile; they will be eligible for a bonus of 2% of their annual base pay to be paid upon provision of appropriate documentation showing they collectively passed the test. Sworn personnel will be eligible to take the test once annually. Retesting will only be allowed with proper medical clearance as provided to the Chief of Police. This test will be administered annually by the Chief of Police or his/her designee.

20.7 The Town of Littleton hereby agrees that it shall undertake to indemnify and hold harmless for loss or damage bargaining unit members employed by it from personal financial loss and expense including reasonable legal fees and costs, if any arising out of any claim, demand, suit or judgment by reason of negligence or other act resulting in accidental injury to a person or accidental damage or destruction of, property if the indemnified person at the time of the accident resulting in the injury, damage or destruction was acting in the scope of employment or office.

20.8 Acting Pay: When an employee, other than for training purposes, is designated in writing by the Chief to temporarily fill a vacancy in a job assignment higher than his/her own job classification for a period of more than seven (7) consecutive working days, that employee will be temporarily compensated at the pay grade of the 'acting' position at a step which will result in compensation being paid to the 'acting employee' at the beginning of the eleventh consecutive working day of 'acting' status that is at least one full step above the current pay step which the employee is receiving in his/her regular assignment.

ARTICLE 21
Notices

21.1 Whenever a written legal notice is required to be given by the Town to the Association, such notice shall be sent to the President, State Employees' Association of New Hampshire, Inc., 207 North Main Street, Concord, NH 03301, by certified mail.

21.2 Whenever written legal notice is required to be given by the Association to the Town, such notice shall be sent to the Town Manager, 125 Main Street, Suite 200, Littleton, NH 03561, by certified mail.

ARTICLE 22
Severability

22.1 If any provision of this agreement or any application of this agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE 23
Entire Agreement

23.1 The Parties acknowledge that during the negotiations which resulted in this Agreement, 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 Association, 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 of the Parties at the time they negotiated or signed this Agreement. This Agreement may only be amended during its term by the Parties mutual agreement in writing.

23.2 This Agreement supersedes and cancels all prior practices and agreements, 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 24
Duration and Renegotiation

24.1 This Agreement shall remain in full force and effect from April 1, 2017 through March 31, 2019. If either party desires to negotiate a successor agreement to take effect following the expiration of this Agreement, such party shall notify the other in writing by the June 15 prior to expiration of the Agreement.

IN WITNESS WHEREOF, the Parties hereto by their authorized representatives have executed this Agreement on this _____ day of _____, 2017.

FOR THE TOWN:

Selectmen

Selectmen

Selectmen

Town Manager

FOR THE ASSOCIATION:

Chapter President

Bargaining Team

Bargaining Team

SEA Field Representative