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2 **2014 - 2018**

3
4 **Effective 1 April 2014**
5 **Expires 31 March 2018**
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7
8 **A G R E E M E N T**

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11 **BETWEEN**

12
13 **MILFORD BOARD OF SELECTMEN**

14
15 **AND**

16
17 **CHAPTER NINE - LOCAL 3657**

18
19 **OF THE**

20
21 **AMERICAN FEDERATION OF STATE, COUNTY**

22
23 **AND MUNICIPAL EMPLOYEES**

24
25 **AFL/CIO**

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29 **ON BEHALF OF CERTAIN EMPLOYEES**

30
31 **OF THE TOWN OF MILFORD**
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PREAMBLE

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The Milford Board of Selectmen, Town of Milford, State of New Hampshire (hereinafter referred to as the "Selectmen") and Local 3657 of the American Federation of State, County and Municipal Employees, AFL/CIO AFSCME (hereinafter referred to as the "Union"), in order to promote orderly and peaceful relations between the Town and bargaining unit employees and provide uninterrupted services in an effective and efficient manner, agree as hereinafter set forth in this Agreement.

The parties to this Agreement specifically agree that this Preamble shall not be subject to any grievance and/or arbitration provisions set forth herein.

ARTICLE I

RECOGNITION

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7 A. The Employer hereby recognizes the Union as the exclusive bargaining
8 representative pursuant to the provisions of New Hampshire RSA 273-A for the
9 following:

- 10 • All full-time Patrol Officers
11 • Juvenile Officer

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

- 13 • Chief of Police
14 • Captain(s)
15 • All full-time Sergeants
16 • Executive Secretary to the Chief of Police
17 • Clerk(s)
18 • All part-time Special Police Officers
19 • Part-time Crossing Aides
20 • Persons whose duties imply a confidential relationship to the public
21 employer
22 • Persons in a probationary or temporary status, or employed seasonally,
23 irregularly, or on call, and all other employees of the Milford Police
24 Department.

25 It is specifically agreed by the parties hereto that the terms of this Agreement shall
26 apply only to those employees in the job classifications set forth in the first sentence
27 of this Article.

28 B. Newly hired employees on probation will be afforded all rights and benefits afforded
29 to all full-time bargaining unit members, except on matters of discipline and access
30 to the Collective Bargaining Agreement grievance procedure.

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2 **ARTICLE II**

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4 **MANAGEMENT RIGHTS**
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8 A. Except as specifically limited or abridged by the terms of this Agreement, the
9 management of the Milford Police Department in all its phases and details shall
10 remain vested exclusively in the Selectmen and their designated agents. The
11 Selectmen and their agents shall have jurisdiction over all matters concerning
12 the management and operation of said Department, including the use of
13 technology, the Department's organization structure and the selection, direction
14 and number of all personnel so as to continue public control of governmental
15 functions as well as all rights retained by virtue of New Hampshire RSA Chapter
16 273-A.
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- 18 B. The Union shall have the right to process grievances on behalf of its members to
19 the extent that the exercise of a management right impacts or changes any
20 matter that is set forth in this Collective Bargaining Agreement.
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ARTICLE III

INTERFERENCE WITH TOWN OPERATIONS AND LOCKOUTS PROHIBITED

- A. Under no circumstances will the Union cause, encourage, sponsor or participate in any job action.

- B. Should any employee or group of employees covered by this Agreement engage in any activity prohibited by Paragraph A above, the Union shall forthwith publicly disavow any such activity and shall take all reasonable means to induce such employee or group of employees to terminate such activity forthwith, including but not limited to, any and all disciplinary measures which may be taken pursuant to the Union's constitution and by-laws as from time to time may be amended.

ARTICLE IV

PROBATIONARY EMPLOYEES

The probationary employees covered by this Agreement shall be as follows:

1. Full-time Patrol Officers

- a. If a full-time Patrol Officer has not attended the Police Academy, that Patrol Officer's probationary period shall be one (1) year from date of hire.
- b. If a full-time Patrol Officer has attended and graduated from the Police Academy prior to beginning employment with the Milford Police Department, that Patrol Officer's probationary period shall be six (6) months from the date of hire with the Milford Police Department.

ARTICLE V

DEDUCTIONS

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

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

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

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

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

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

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

ARTICLE VI

WAGES

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6 A. Employees covered by this Agreement shall be compensated according to the
7 following.
- 8 B. It is acknowledged that this Agreement does not contain the traditional step wage
9 system but reflects a merit-based pay grade structure which provides for
10 compensation commensurate with an individual member of the Bargaining Unit's
11 level of expertise and responsibility. Under this system and effective with this
12 Collective Bargaining Agreement, pay grade will be determined by a minimum level
13 of full-time experience combined with demonstrated proficiency for the level/pay
14 grade sought by the individual. This proficiency will be measured by the ability to
15 carry practical job-related factors and written examination materials. The new pay
16 grade structure will be comprised of the following: *(please refer to the following*
17 *page)*

2014-2018 POLICE UNION CONTRACT

1 ARTICLE VI - WAGES

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<u>Pay Grade</u>	<u>Time in Service</u>	<u>Merit Conditions</u>
Probationary Patrol Officer	Start	Pass hiring process and selection
Patrol Officer 3 rd Class	1 Year	Successfully complete NH Police Academy and probation.
Patrol Officer 2 nd Class	3 Years	Successful completion of Patrol Officer 2 nd Class exam as provided by the Milford Police Department. If for any reason the Town fails to provide the necessary examination prior to the employee's eligibility date for advancement, the employee shall move up automatically.
Patrol Officer 1 st Class	6 Years	Pass Sergeants Examination. Have successfully completed Patrol Officer 2 nd Class. If for any reason the Town fails to provide the necessary examination prior to the employee's eligibility date for advancement, the employee shall move up automatically.
Detective	6 Years	Pass Sergeants Examination. Have successfully completed Patrol Officer 2 nd Class. 2 Years as Patrolman assigned to the Detective Division. Pass Oral Selection Process. Chief's Selection.

2014-2018 POLICE UNION CONTRACT

1 ARTICLE VI - WAGES
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3 C. In order to implement the merit-based pay grade structure, the following weekly
4 wage system is hereby agreed to:
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Merit Based Pay Grade System	4/1/13 3%	4/1/14 2%	4/1/15 2%	4/1/16 2%	4/1/17 2%
PATROL OFFICER					
Probationary Patrol Officer	758.49	773.66	789.13	804.92	821.01
Patrol Officer 3 rd Class	889.80	907.60	925.75	944.26	963.15
Patrol Officer 2 nd Class	1,006.47	1,026.60	1,047.13	1,068.07	1,089.44
Patrol Officer 1 st Class	1,069.32	1,090.71	1,112.52	1,134.77	1,157.47
DETECTIVE *	1,099.03	1,121.01	1,143.43	1,166.30	1,189.63

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- * Detective's salary based on \$1,500 added to Patrol Officer 1st class.
- Effective April 1, 2014, performance-based increase with "me too" clause performance-based increase based on percentage increase approved by the Milford Board of Selectmen for all other employees.
- The Police Chief is to work with AFSCME members to establish guidelines for merit-based pay.
- The Town will increase the pay for Police Academy graduates by \$2,000 upon graduation from the Academy.

2014-2018 POLICE UNION CONTRACT

1 ARTICLE VI - WAGES

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

9 E. General.

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

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

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

24 G. Overtime. Authorized time worked in excess of forty (40) hours during the normal
25 seven (7) day pay cycle shall be compensated at the rate of one and one-half (1
26 1/2) times the employee's regular hourly rate of pay. Paid absences shall not be
27 counted for the purposes of computing overtime. This overtime understanding shall
28 not apply to time spent working on Private Details as outlined in Article XV, or Call-
29 backs as outlined in Article XVI.

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

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ARTICLE VII

HOURS OF WORK

A. Schedule.

1. The patrol officers shall work a 4 and 3 schedule: 4 ten-hour days followed by 3 days off.
2. In accordance with the Fact Finder's Report dated March 31, 2006 all new positions added to the bargaining unit after said date shall not be subject to the 4-3 schedule set forth in Article VII A.1. above. Rather, the Town shall have the right to configure the schedule of the new positions as it deems appropriate, providing that said schedule allows for two (2) consecutive days off and that the total annual number of scheduled hours worked, not including overtime hours, does not exceed the total number of scheduled hours worked by employees on the 4-3 schedule.
3. The patrol officers shall work days, evenings and midnights from 0700 until 1700, 1600 until 0200, and 2100 until 0700. They shall rotate shifts every three (3) months and shall bid for shifts by seniority. No officer shall work more than two (2) rotations of the same hours of work. Any mandated movements in shifts shall be done by seniority.
4. The Detective assigned to the Detective Division shall work a 4 and 3 schedule. This shall consist of 4 consecutive ten-hour days followed by 3 days off. The shifts will be from 0700 until 1700 and from 1300 to 2300. The hours and days of work shall be determined by the Sergeant assigned to the Detective Division and approved by the Chief of Police, or his designee.
5. The current work schedule as described above shall be maintained. Any change to the current schedule is to be discussed with AFSCME stewards and documented in a side-bar Agreement.

ARTICLE VIII

SENIORITY, LAYOFF AND RECALL

A. There shall be two types of seniority:

1. **Department seniority**, which shall be determined by an employee's total time of continuous full-time employment in the Milford Police Department.
2. **Job classification seniority**, which shall be determined by an employee's continuous length of full-time service in the job classification of Patrol Officer's grade within the Town of Milford Police Department.

B. Newly-hired probationary employees shall not be covered by this Agreement until they have completed their probationary period as defined in Article IV and have become permanent full-time employees, at which time their seniority shall be computed from the date of their original hire.

C.

1. In the event of a formal layoff specifically designated as such and authorized by the Selectmen in any of the job classifications set forth in Section A.2. above, employees with the least job seniority in that classification shall be laid off first and assigned to the next lower job classification, if any, for which they have the necessary qualifications.

However, a laid off employee shall not be assigned to any such lower job classification unless that employee has longer department seniority than other employees in the lower job classification. If an employee is assigned to work in a lower job classification on a permanent basis, said employee shall be compensated at the wage rate assigned to that lower classification.

Displaced employees in the lower job classification shall have the same rights of reassignment as set forth in this section to other lower job classifications, if any, provided any such displaced employee has the necessary qualification to perform the reassigned lower job.

2. In the event of a recall to work after a formal layoff, notices of recall shall be sent by certified or registered mail or telegram to such employees who are available in the inverse order of their layoff and who, in the opinion of the Selectmen, have the necessary qualifications to perform the work required. Such notice of recall shall be sent to the qualified employee's last known address as shown on the Town records. The recall notice shall state the time and date on which the employee is to report back to work.

1 Article VIII – Seniority, Layoff and Recall

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

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

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

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1. Discharge.

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2. Voluntary quit, resignation, or retirement.

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3. Failure to respond to a notice of recall.

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4. Remaining on layoff for more than twelve (12) months.

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5. Illness or injury resulting in an inability to perform his or her work which lasts
29 longer than twenty-four (24) months.

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6. Unauthorized leave of absence.

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7. Overstaying an authorized leave of absence.

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8. Giving a false reason for a leave of absence.

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9. Failure to return from layoff within ten (10) work days of notification of recall.

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ARTICLE IX

INSURANCE

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6 A. The Selectmen agree to provide Hospital/Medical Insurance currently offered by the
7 Local Government Center (now HealthTrust) through Anthem. HealthTrust currently
8 offers a Health Maintenance Organization Plan (HMO) and a Point of Service Plan
9 (POS) and this coverage extends to an Indemnity Plan if one becomes available
10 through the provider. The Town's contributions to these plans shall be as follows:

- 11 • The Town shall contribute eighty-five (85%) percent of the HMO plan premium's
12 cost for the \$1,000 deductible plan (with the Town of Milford currently
13 reimbursing up to \$750 per calendar year per occurrence) and the employee
14 shall be responsible for fifteen percent (15%) of the premium's cost for single, 2-
15 person and family coverage.
- 16 • For future rate adjustments, the Town's and the Bargaining Unit members'
17 contributions will change in direct proportional relation to the premium rate
18 increase or decrease calculated on the HealthTrust Plan selected by the
19 employee. The employee is not limited to choosing any particular plan. If the
20 employee chooses coverage other than an HMO plan, the employee will be
21 solely responsible for the additional premium. This insurance coverage is for
22 regular, full-time employees, their spouse and child(ren).

23 It is expressly agreed by the parties to this Agreement that the Selectmen may, in
24 their sole discretion, obtain insurance from a different source, provided the benefits
25 are comparable with those benefits provided by the policies referred to above.

26 B. As of the effective date of this Agreement, all full-time employees covered by this
27 Agreement shall be covered with Term Life Insurance in the amount of two times
28 their annual salary. Life Insurance coverage provided herein shall terminate upon
29 termination of employment, for whatever reason, and it is agreed by the parties
30 hereto that the Selectmen have the sole right to determine what source shall provide
31 such term life insurance benefit.

32 C. The Selectmen agree to maintain in effect for full-time employees covered by this
33 Agreement an Accident and Sickness Disability policy with benefits which are
34 comparable to those benefits being provided by the accident and sickness disability
35 insurance policy in effect as of the effective date of this Agreement. It is expressly
36 agreed by the parties to this Agreement that the Selectmen may, in their sole
37 discretion obtain such accident and sickness disability benefits from a different
38 source, provided such benefits are comparable with those benefits being provided
39 by the policy in effect as of the effective date of this Agreement.

1 ARTICLE IX - INSURANCE

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- 3 D. The Selectmen agree to provide dental insurance for all permanent full-time
4 employees covered by this Agreement. It is agreed that the coverage shall consist
5 of a Basic Coverage A plan and a Basic Coverage B plan. These plans consist of
6 the following: Coverage A covers one hundred (100%) percent of the cost of
7 preventative treatment such as twice a year cleanings and once a year bitewing x-
8 rays; Coverage B covers eighty (80%) percent of the cost of restorative treatment
9 such as fillings, tooth extractions, periodontal work, etc. after a \$25.00 per
10 calendar year deductible. It is expressly agreed by the parties to this Agreement
11 that the Selectmen may, in their sole discretion obtain insurance from a,
12 dependable dental insurance provider provided that the benefits are comparable to
13 those benefits provided by the prior policy.
- 14 E. It is expressly agreed by the parties to this Agreement that there will be an
15 insurance committee established, with eight (8) members, four (4) from the Union
16 and four (4) from management. The Union's committee shall be comprised of a
17 Patrol Officer, a Local Union representative, and a representative from Council 93.
18 It is agreed that an AFSCME Staff representative, and/or a Union selected
19 insurance expert may attend each meeting and participate in the Union caucuses.
20 It is expressly agreed by the parties to this Agreement that, following the reporting
21 out of the Committee's recommendations, the final authority to implement it rests
22 with the Board of Selectmen.
- 23 F. Complete details of the aforementioned insurance coverage(s) are contained in
24 the Town of Milford's Section 125 Plan, which is available for review and is on file
25 in the Human Resources office and are also outlined in individual employee policy
26 documents.

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ARTICLE X

VACATIONS

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

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

B. All requests for vacation shall be made as follows:

- 24-hour notice for a leave request of not more than 2 days off;
- For 3 days or more off, no less than twenty-one two (2) weeks' notice prior to dates requested for vacation to the Chief of Police or his designee. In the event of a conflict between vacation dates requested by officers, Department seniority shall be used to award the dates requested. The Chief of Police, or his designee, shall notify the employee who requested vacation within seven (7) days of receipt of the employee's request as to whether or not this request has been approved.

C. **Separation.** - Upon voluntary resignation without cause or upon retirement, a full-time, regular employee with more than six (6) months of accredited service will be paid a sum equivalent to the pay for the accumulated, but unused, annual leave. In the event of death of any employee while employed by the Town, a sum equal to the total

2014-2018 POLICE UNION CONTRACT

- 1 number of hours of annual leave accrued, but unused, shall be paid to the estate of the
- 2 employee. No vacation payment will be made to employees who do not complete
- 3 probation.

ARTICLE XI

HOLIDAYS

A. The following holidays are recognized by the parties to this Agreement for full-time members of the Bargaining Unit:

1. New Years Day
2. Presidents' Day
3. Memorial Day
4. Independence Day
5. Labor Day
6. Columbus Day
7. Veterans Day
8. Thanksgiving
9. The day after Thanksgiving
10. Christmas Day

B. Full-time employees covered by this Agreement shall be entitled, per calendar year, to twenty (20) personal hours which shall be granted at the discretion of the Chief of Police, or his designee. A request for the granting of a Personal day must be made to the Chief or his designated representative at least seventy-two (72) hours prior to the commencement of the day requested unless it is an emergency situation. The Chief or his designee shall respond to said request within twenty-four (24) hours of receiving same. With approval by the Chief or his designee, probationary employees may use up to ten (10) hours of personal time after ninety (90) days and the balance of ten (10) hours after one hundred and eighty (180) days or twenty (20) hours after one hundred and eighty (180) days.

C. If the employee is scheduled or required to work the scheduled holiday, he/she shall receive a full day's pay, currently ten (10) hours, as well as being compensated for the holiday as outlined in D below.

D. Full-time members of the Bargaining Unit shall receive a lump-sum payment for the above holidays during the second week of December each year.

E. If the Detective or any other member assigned to the Detective Division is scheduled or required to work the scheduled holiday, he/she shall receive a full day's pay, currently ten (10) hours, as well as being compensated for the holiday as outlined in D above. The Detective or any other member assigned to the Detective Division may take holidays off with pay with the approval of the Chief of Police, or his designee, but will not be paid for those holidays taken off with pay again with the December holiday pay.

F. The definition of a full-day is 10 hours per a 24-hour period for this Agreement.

ARTICLE XII

SICK LEAVE

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5 A. The Town of Milford recognizes that from time-to-time, employees may be unable to
6 work because of illness or injury. The Town also recognizes that employees may
7 require time off to secure necessary treatment for disabilities and ailments. For
8 these reasons, the Town provides paid sick days to full-time regular employees.
9 Long-term illnesses may be covered under the Town's Short-term Disability and
10 Long-term Disability plans. Please consult the appropriate policies provided to you
11 for further details regarding these plans.
- 12 B. An employee's sick leave may be used solely for that employee's own illness or
13 injury, however, up to forty (40) hours of accrued sick leave may be utilized per year
14 for the care of the employee's spouse, children or parent(s).
- 15 C. Employees working the standard forty (40) hour week are permitted to take up to
16 eighty (80) hours of sick time annually, to be pro-rated for employees working more
17 or less than the standard work week. New employees shall accrue sick leave at a
18 rate of 6.67 hours per month beginning the first of the month following the month of
19 employment. Upon successful completion of the probationary period, the balance of
20 the maximum eighty (80) sick leave hours for the current sick leave year which had
21 not yet accrued will be credited to the employee's account. Probationary employees
22 may not charge sick leave in advance of accrual.
- 23 D. In the event that a full-time regular employee uses sick leave in excess of eight (8)
24 consecutive calendar days and is enrolled in the Town of Milford Short-Term
25 Disability Program, the Town shall pay the difference between that employee's
26 weekly rate of pay (less legal payroll deductions) and the amount received by said
27 employee pursuant to the Short-Term Disability Program, after the employee has
28 exhausted all sick, personal, holiday and vacation time against which to charge
29 payments, exempting at any given time, a current balance of not more than forty
30 (40) hours of annual leave (pro-rated for non-standard work week).

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

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2014-2018 POLICE UNION CONTRACT

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

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

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

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

29 Regular full-time employees working the standard forty (40) hour week are permitted
30 to take up to eight (8) days of sick time annually (80 hours for employees who work
31 4 X 10 and 64 hours for employees who work 5 X 8), to be prorated for employees
32 working more or less than the standard work week. Probationary employees may
33 not charge sick leave in advance of accrual.

34 If an employee uses no sick time during the year, the eight (8) days would be
35 converted to 40 hours (4 days for 10/hr/day or 5 days for 8/hr/day) of vacation time
36 the following year, with the remaining time (40 hours for 10/hr/day and 24 hours for
37 8/hr/day) available to go into a "bank" system. An employee will be allowed to
38 "bank" up to a maximum of 15 days of sick time (in addition to the 8 sick days
39 allowed each year) in order to have time against which to be made "whole" during a
40 period of short-term disability or worker's compensation.

41 If any sick time is used during the year, there would be a corresponding loss of sick
42 time. The first charge would be made against the banked time (maintaining the 40
43 hours of vacation time) and if more than 40 hours (for 10/hr/day) or 24 hours (for
44 8/hr/day) is used, all remaining time will be charged against vacation time.

2014-2018 POLICE UNION CONTRACT

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

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

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

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

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

32 I. Employees may be required to furnish to the Chief of Police, or his designee, a
33 certificate from an attending physician or other licensed healthcare practitioner when
34 sick leave exceeds three (3) consecutive work days, except that the Chief of Police,
35 or his designee may, if concerned that an employee is not properly using Sick
36 Leave, require that employee to provide a doctor's note or certificate for Sick Leave
37 absences shorter than three (3) days. Such certificate shall contain a statement
38 that, in the practitioner's professional judgment, sick leave, was, and is necessary.
39 The Chief of Police, or his designee, will review such certification and determine
40 whether it is adequate to justify the use of paid sick leave.

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

2014-2018 POLICE UNION CONTRACT

- 1 K. In accordance with Federal and State laws, a female employee who is unable to
2 work due to pregnancy shall be considered temporarily disabled and shall be
3 extended the same benefits and be subject to the same policies as any disabled
4 employee. The employee shall submit documentation from her attending physician
5 indicating the date she is no longer able to work and an estimated date at to when
6 she will be able to resume her duties. When the actual return-to-work date is
7 determined by the attending physician, it will be the employee's responsibility to so
8 inform the Chief of Police, or his designee.
- 9 L. Parental Leave may be permitted under the auspices of the Town of Milford Family
10 Medical Leave Act Policy. Employees who do not qualify for Family Medical Leave,
11 may be permitted to use up to forty (40) hours of sick leave, if available, for this
12 purpose upon request and with the authorization of the Chief of Police, or his
13 designee.
- 14 M. An employee who utilizes sick leave on the day preceding or the day following
15 vacation time shall not be compensated for said vacation time, unless sick leave is
16 taken for pre-scheduled medical attention or the employee provides a Doctor's
17 certification of illness or injury.

ARTICLE XIII

BEREAVEMENT LEAVE

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Full-time employees covered by this Agreement shall be entitled to forty (40) hours bereavement leave in the event of the death of a member of that employee's immediate family, spouse, spouse's immediate family, child, step-child, mother, father, sister, or brother, grandparents, mother-in law, father-in-law, brother-in-law, and sister-in-law, stepmother, stepfather, stepbrother and stepsister.

ARTICLE XIV

UNIFORM ALLOWANCE

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- A. Appropriate initial uniform equipment purchased for each new employee covered by this Agreement upon being hired by the Milford Police Department is to be at the determination of the Chief of Police.
- B. The Chief shall set aside Five Hundred Fifty (\$550.00) Dollars per calendar year, effective April 1, 2007, for each full-time employee covered by this Agreement who has finished one (1) full year of service, for the upkeep of that employee's uniform or job-related equipment. A credit system will be set up at a police distributor of the Chief's selection in the employee's name, and the employee will have discretion on items purchased. Employees need not have prior approval for purchases, but employees shall return receipts to the Chief or his designee. Any unexpended balance shall be used by the Selectmen for whatever purpose they deem advisable in their sole discretion.
- C. The Town shall allot the sum of Seven Hundred Twenty-five (\$725.00) Dollars for each employee's bullet-resistant vest every five (5) years from date of purchase. The officer may choose the style the officer prefers provided the chosen vest meets the minimum Threat Levels as established by the Chief of Police or his designee. Any cost over \$650 must be approved by the Chief or his designee and shall be deducted from the employee's uniform allowance.

ARTICLE XV

PRIVATE DETAILS

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- A. Employees covered by this Agreement who work Private Details will be compensated in accordance with the following schedule:
- Rate established as of April 1, 2014 - \$40.00 per hour
 - Rate established as of March 31, 2016 - \$41.00 per hour
 - Rate established as of March 31, 2018 - \$42.00 per hour
- B. An employee working a Private Detail shall be paid a minimum of three (3) hours at that employee's applicable rate of pay.

ARTICLE XVI

CALL-BACK

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- A. Full-time employees covered by this Agreement who are called back to work after leaving the station at the end of their shift, and prior to the start of their next regularly-scheduled shift, or during any period of off-duty hours, shall be paid a minimum of three (3) hours at the rate of one and one-half (1 1/2) times their regular hourly rate of pay. Excluded from this call-back provision are calls made to an employee's home, previously scheduled or planned work, or time spent by an employee staying on duty at the end of that employee's regular shift. Court appearances will be included in the call-back provision. An employee who reports to work within one and one-half (1 1/2) hours before the scheduled shift will be paid for the actual time worked at time and one half. (e.g.: If a person is called in one and one-quarter hours before the start of the shift, that person will be paid for the one and one-quarter hours of work contiguous with his/her shift at time and one-half.)
- B. An employee who is required to perform training time during hours not regularly scheduled to work shall be paid a minimum of three (3) hours at the rate of one and one-half (1 1/2) times the employee's regular hourly rate of pay.

ARTICLE XVII

**MILITARY SERVICE, EDUCATIONAL INCENTIVE,
BULLETIN BOARD AND TRAINING COURSES**

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

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

23 C. **Educational Allowance.**

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

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

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

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

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

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

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

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

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

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

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

19
20 D. **Field Training Officer:** When a member of the Bargaining Unit functions as a Field
21 Training Officer (FTO), he/she shall receive an additional one (\$1.00) dollar per hour for
22 every hour that he/she performs the duties of the FTO.
23

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

GRIEVANCE PROCEDURE

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- A. For the purpose of this contract, a grievance is defined as a written dispute, claim or complaint which arises under and during the term of this Agreement and which is filed and signed by either an employee in the Bargaining Unit or the Union, specifying the names of the Bargaining Unit employees involved, the date(s) of the alleged offense(s) and the specific contract provision(s) violated. Grievances are limited to matters of interpretation or application of specific provisions of this Agreement and must set forth the date of the alleged offense and the nature of the grievance including the contract provision violated.
- B. Whenever an employee in the Bargaining Unit has a grievance as defined above, the following procedure shall be utilized or such grievance shall be deemed waived.
 - 1. The employee involved and the steward shall file the grievance in writing with the Chief of Police within twelve (12) calendar days from the date of the event which gave rise to the alleged grievance. The Chief of Police or designee shall render a decision within twelve (12) calendar days after the grievance was presented.
 - 2. If the grievant is not satisfied with the disposition of the grievance by the Chief of Police, or if no decision is rendered within twelve (12) calendar days after filing with the Chief of Police, the grievant or the Union may file the grievance with the Selectmen within fourteen (14) calendar days after said grievance was filed with the Chief of Police. The Selectmen shall meet with the grievant and the Union's representative(s) within fourteen (14) calendar days after submission of said grievance to the Selectmen.
 - 3. Any mutually-satisfactory disposition reached as a result of action taken in Section B above shall be final and binding upon the parties as to the matter in dispute and the Selectmen, the Union and the grievor shall thereafter comply in all respects with the result of such disposition.
- C. If the grievance is not reported and/or processed within the time limits set forth in Section B above, the matter shall be dismissed and no further action will be taken with respect to such grievance.
- D. Should any grievance arise which cannot be settled within the scope of the foregoing sections of this Article, the Union, on behalf of the grievant may submit such grievance to arbitration as follows:

1 ARTICLE XIX – GRIEVANCE PROCEDURE

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1. If the Union is not satisfied with the disposition of the grievance by the Selectmen or if no decision has been rendered within nine (9) calendar days after the meeting at which the Selectmen originally considered said grievance, the Union may submit in writing a request to the Public Employee Labor Relations Board to appoint an arbitrator to resolve said grievance in accordance with the rules and regulations of the American Arbitration Association within fourteen (14) days after the meeting at which the Selectmen originally considered such grievance. If the Union fails to submit such written request for the appointment of an arbitrator to the Public Employee Labor Relations Board within said fourteen (14) days, the grievance shall be deemed abandoned and no further action shall be taken with respect to such grievance.

2. The arbitrator shall not have the power to add, to ignore, or to modify any of the terms or conditions of this Agreement, nor shall said arbitrator have the power to hold hearings for more than one grievance, that is, multiple grievances before the same arbitrator will not be allowed. His decision shall not go beyond what is necessary for the interpretation and application of express provisions of this Agreement. The arbitrator shall not substitute his judgment for that of the parties in the exercise of rights granted or retained by this Agreement.

3. The decision of the arbitrator shall be advisory only, but should the Selectmen refuse fully to abide by an Arbitration Award, then the parties agree to reopen negotiations on the issue of binding arbitration and go directly to a fact-finding proceeding. The parties will select a Factfinder by mutual agreement. In the event that such agreement is not reached, the PELRB shall appoint a Factfinder.

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

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

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ARTICLE XIX

SAFETY ISSUES

- A. The Union, by and through a duly authorized and recognized member of the Bargaining Unit, shall immediately report any safety issue which may compromise the safety and well-being of its members during their hours of employment.
- B. Safety concerns must be presented in writing to the Chief. The Chief will respond to the Union in writing within seven (7) days as to how the safety concern will be resolved.
- C. If the issue demands immediate action or remedy so that an employee covered by this Agreement may continue performing his/her job safely and without the potential for unnecessary harm, said employee will present the issue verbally to the Chief or his designee. Appropriate action will then be taken by the Chief or his designee so that the safety of said employee is not compromised. Following notification by the employee to the Chief or his designee, the Union will subsequently issue a written notice regarding said safety concern.
- D. If the action taken by the Chief or his designee does not allow for adequate resolution of the issue, the Union may present the issue and its recommendations to the Town Joint Loss Management Committee. Both parties shall agree to accept the recommendations of the Town Joint Loss Management Committee.
- E. The Union shall appoint a member to serve as the Labor Representative on the Town's Joint Loss Management Committee to present any safety concerns the membership may have.
- F. **Use of Privately-Owned Vehicle on Police Business.** It is acknowledged that there are instances where members of the bargaining unit will be using privately-owned vehicles (POV) for functions or purposes authorized by the Chief of Police or designee. There may be instances where this POV is damaged in the fulfillment of the authorized function or purpose. If damage occurs to the POV and the member of the bargaining unit is found not to be criminally at fault and the activity is one that was authorized by the Chief of Police or designee, or is a normal police purposeful act, or is considered to be an emergency law enforcement activity or one of mutual aid, the Town will consider on a case by case basis assisting the individual member of the bargaining unit with costs not covered by the member's own insurance. Mileage is reimbursed at the established IRS rate for uses of the POV when authorized by the Chief of Police or his designee.

ARTICLE XX

DISCIPLINARY PROCEDURES

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- A. All disciplinary actions shall be in a fair manner and shall be consistent with the infractions for which disciplinary action is being taken.
 - B.
 - 1. All suspension and discharges shall be stated in writing and the reasons stated and a copy given to the employee(s) at the time of discharge and the Union within five (5) work days from the date of suspension or discharge.
 - 2. If the Department does not follow Section B. above in the case of suspension, then it shall be deemed that the suspension is without merit. When Section B1 above is not followed in the case of a discharge, said discharge shall be changed to a two (2) week suspension which shall be grievable.
 - C. Disciplinary actions will normally be taken in the following order:
 - 1. Verbal Warning
 - 2. Written Warning
 - 3. Suspension without Pay
 - 4. Discharge
- However, the above sequence may be by-passed if an infraction is sufficiently severe to merit a higher level of disciplinary action.
- D. No employee shall be penalized, disciplined, suspended or discharged without just cause.
 - E. Employees who are absent from work for more than five (5) working days and who have not been granted a leave of absence during that period, or who do not present justifiable evidence showing they were unable to report, shall be deemed to have quit.
 - F. The personnel record of an employee will be cleared of oral and written reprimands after a period of one (1) year from the date of the reprimand, provided there are no similar infractions committed during the intervening period.
 - G. The personnel record of an employee will be cleared of suspension notices after a period of five (5) years from the date of suspension provided there are no similar infractions committed during the intervening period.

2014-2018 POLICE UNION CONTRACT

1 ARTICLE XXII - DISCIPLINARY PROCEDURES

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

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ARTICLE XXI

SEPARABILITY AND EXPENDITURES OF PUBLIC FUNDS

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- A. This Agreement represents the entire agreement and final resolution of all matters in dispute whether raised during negotiations or otherwise between the parties and no amendment, alteration or variation of the terms of provisions of the Agreement shall bind the parties hereto unless made and executed in writing by such parties. If any provision of this Agreement or any application of the Agreement to any employee or group of employees covered by this Agreement is found contrary to law, then such provision or application will not be deemed valid and subsisting, except to the extent permitted by law, provided, however, that all other provisions of the Agreement and application thereof shall continue in full force and effect. The parties agree to meet to negotiate with respect to the specific article, section or portion of this Agreement which has been found to be contrary to law or unenforceable, but neither party will be required to make any concession in order to reach agreement on the article, section or portion of this Agreement in question.

- B. Any agreement reached which requires the expenditure of public funds for its implementation shall not be binding upon the Employer unless, and until the necessary specific appropriations have been made at the Annual Town Meeting. The Employer shall make a good-faith effort to secure the funds necessary to implement said agreement at said Annual Town Meeting. If such funds are not forthcoming, the Employer and the Union shall resume negotiations regarding the matters affected.

ARTICLE XXII

DURATION

The provisions of this Agreement shall be effective when executed and shall continue and remain in full force and effect until Midnight March 31, 2018 unless otherwise specified by and contained within this Agreement.

SIGNATURES

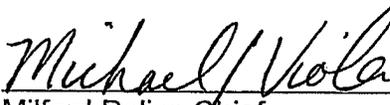
IN WITNESS WHEREOF the parties have hereunto set their hands and seals by their duly authorized officers and representatives this 2nd day of April 2014.

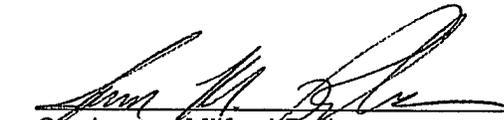
TOWN OF MILFORD

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

By:

By:


Milford Police Chief


Chairman, Milford Police Bargaining Unit, Local 3657

BOARD OF SELECTMEN SIGNATURE PAGE

TOWN OF MILFORD

AND

LOCAL 3657 OF THE

AMERICAN FEDERATION OF

STATE, COUNTY

AND MUNICIPAL EMPLOYEES

2014 - 2018

Gary L. Daniels
Chairman

Mark F. Ryan
Vice-Chairman

Katherine Braun
Selectman

Will Pat
Selectman

Ken Julia
Selectman

Dated this 14th day of April 2014.