

AGREEMENT BETWEEN
THE TOWN OF LITCHFIELD, NEW HAMPSHIRE
And
THE LITCHFIELD POLICE DEPARTMENT
Of the
AMERICAN ASSOCIATION OF STATE, COUNTY, AND
MUNICIPAL COUNCIL 93

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ARTICLE 1
AGREEMENT

This Agreement between the Town of Litchfield, New Hampshire (hereinafter called the “Town”), and the American Federation of State, County, and Municipal Employees, AFL-CIO (hereinafter called the “Union”), is made and entered into this ____ day of _____, 20_____.

ARTICLE 2
PURPOSE

The purpose of this Agreement is to set forth the agreements reached between the Town and the Union with respect to wages, hours and other terms and conditions of employment for employees in the bargaining unit described in the Recognition Clause.

ARTICLE 3
RECOGNITION

1. The Town recognizes the Union as the exclusive bargaining agent for the following full time and part time members of the Town’s Police Department, Patrol Officer, Clerk, Secretary/Dispatcher, Detective, Corporals and Sergeants.
2. Excluded from recognition or coverage under this Agreement is the Chief of Police and Lieutenants.

ARTICLE 4
DEFINITIONS

1. Employees, as hereinafter used, refers to members of the unit.

ARTICLE 5
NON-DISCRIMINATION

The Town and the Union agree not to discriminate against a member of the unit because of race, creed, color, sex, age, religion, national origin or membership or non-membership in the Union.

ARTICLE 6
UNION BUSINESS

1. The Union officers and representatives shall be the Chairman, the Steward and an alternate who shall be permitted to assume the duties of the Chairman or Steward in his absence.

2. The Union shall advise the Town of the names of the employees holding Union Office.
3. Union officers as described above shall be permitted to process grievances during their scheduled hours of duty, provided they have prior approval of the Chief or his designee and the amount of time in which officers are engaged in such activity is reasonable.
4. Every effort will be made to schedule negotiating sessions at a time which does not conflict with the schedule duty of employees who are members of the Union collective bargaining team. In the event that employees, not to exceed two in number, who are members of the Union's negotiating team, are scheduled for duty at a time during which a collective bargaining meeting will be held, said employees will be permitted to participate in negotiations without loss of pay.
5. The Town agrees that the Union may maintain a bulletin board within the squad room of the Police Department, for the purpose of posting Union meetings, notices, and information.

ARTICLE 7

MANAGEMENT RIGHTS

1. The Parties agree that all rights and responsibilities of the Town which have not been specifically provided for in this Agreement are retained in the sole discretion of the Town whose right to determine and structure the goals, purposes, function, and policies of the Town without prior negotiations with the Union and without being subject to the grievance and arbitration procedures of this Agreement shall include but not be limited to the following: a) the right to direct employees, to determine the qualifications, promotional criteria, hiring criteria, standards for work, and to hire, promote, transfer, assign, retain employees in position; and to suspend, demote, discharge or take other disciplinary actions against an employee for proper and just cause, subject to the other provisions of the Agreement, including grievance and arbitration; b) the right to relieve an employee from duty because of lack of work or other legitimate reasons; c) the right to take such action as in its judgment it deems necessary to maintain the efficiency of the Police Department operations; d) the right to determine the means, methods, budgetary, and financial procedures, and personnel by which the Police Department operations are conducted; e) the right to take such actions as may be necessary to carry out the missions of the Police Department in cases of emergencies; f) the right to make rules, regulations, and policies not inconsistent with the provisions of this Agreement and to require compliance therewith.
2. It shall be the right of the Union, however, to present and process grievances of its members whose wages, working conditions or status of employment changed in violation of the Agreement as a result of Management exercising the above mentioned rights, whenever such grievances exist.

ARTICLE 8
STRIKES AND LOCKOUTS

1. Under no circumstances will the Union cause, sponsor or participate in any strike, sit-down, stay-in, stay-out, work slow-down, withholding of services or any curtailment of work or restriction or interference with the operation of the Police Department of Litchfield during the term of this Agreement.
2. The Town agrees that it shall not participate in or be a party to any lock-out as provided under RSA 273-A:5(f)

ARTICLE 9
CONSULTATION

1. Representatives of the Union shall meet with the Chief of Police or his designee once a month to discuss matters of mutual concern, including those matters necessary to the implementation of this Agreement. A written agenda shall be submitted by the Union to the Chief of Police no less than five (5) days before the scheduled date of the meeting. At the discretion of the Chief of Police or his designee additional matters for discussion may be placed on the agenda. When the Chief adds items to the agenda, he shall give the Union reasonable notice of such additions. Nothing contained herein shall prevent the Chief of Police or his designee and the Union meeting on a less frequent basis upon mutual agreement. Any one member of the Board of Selectman may attend the meeting.
2. Nothing contained herein shall prevent the Union from consulting with the Chief of Police or his designee at any time, if matters or mutual concern arise of an urgent or emergency nature.

ARTICLE 10
PROBATIONARY PERIOD AND SENIORITY

1. Newly hired employees shall be on probation for one year from date of hire, and may be removed with or without cause.
2. The Town and the Union recognize seniority in total time with the department and in rank or grade. Department seniority, whenever used in this Agreement shall mean total time with the department commencing with date of hire. Classification seniority, whenever used in this Agreement shall mean time spent in rank or grade commencing with date of appointment or promotion. In the event two or more employees have the same date of hire or entry classification, a coin flip shall determine who is the senior employee.
3. In the event of a layoff or RIF (reduction in force) employee layoff shall be in the following order.
 - a. Temporary employees
 - b. Probationary employees
 - c. Part-time employees

- d. Permanent employees, starting with the least seniority.
 1. When layoffs become necessary, the Chief shall notify the affected employee in writing at least thirty (30) days prior to the effective date of such action stating the reason for such layoffs.
 2. Qualified and available permanent employees shall be reinstated before new employees are hired, providing they are available for re-employment within twenty-one (21) days of being contacted by the town.
4. Employees who are discharged and whose discharge is overturned shall be placed back in the Seniority Rotation as if never discharged.

ARTICLE 11

PROMOTIONS TO SERGEANT

1. Jobs, covered by the Union contract, to be filled through promotion shall be posted for a period of five (5) working days on the Town bulletin board in the area within which the vacancy occurs.

Management shall make a determination regarding the filling of such posted position no later than forty-five (45) working days after the close of the posting period.

2. Job posting shall include job specifications, rate of pay, job location, the shift, and also, if the job is regular, a regular rating.
3. Employees who bid on a posted position and who meet the minimum qualifications will be given the opportunity to qualify for the position by virtue of an oral board examination conducted by a panel of law enforcement officers from other New Hampshire departments. A member of the Board of Selectmen may attend as an observer.

ARTICLE 12

HOURS OF WORK AND OVERTIME

1. Normal Work Schedules – Detectives, Prosecutors, Sergeants, Corporals, Full-time dispatchers, Full-time secretary and Full-time patrol officers shall have a normal work week schedule of five (5) eight (8) hour days followed by two (2) days of rest, or normal work schedule of four (4) ten (10) hours days followed by three (3) days of rest.
2. Part-time dispatchers and part-time secretaries shall have a normal work schedule of five (5) four (4) hour days followed by two (2) days of rest.
 - a. The part-time dispatcher/secretary may also fill in during the absence of the full-time dispatcher/secretary as required by the Chief of Police

or his designee. If the part-time dispatcher/secretary is not available, the full-time dispatcher/secretary may be utilized on an extended shift basis, to cover the necessary hours.

3. Part-time Patrol Officers: Part-time patrol officers shall be scheduled at the discretion of the Chief of Police or the Chief's designee provided said schedule does not interfere with the officer's primary employment.
4. In the event that an employee works during a shift that is affected by daylight savings time, the employee will be paid for eight (8) hours when only seven (7) hours are required and paid nine (9) hours when nine (9) hours are required to be worked.
5. All hours worked in excess of forty (40) hours per week shall be paid at one point five (1.5) times the normal hourly rate. Time spent on private work details shall not be counted in determining the number of hours worked for overtime purposes, however hours paid, but not worked, such as vacation and sick leave shall be considered.
 - a. Except as noted above, one (1) officer, for a period of up to four (4) hours, may be required to work at his/her regular hourly rate on Memorial Day and the Fourth of July. One (1) officer for a period of eight (8) hours or two (2) officers for a period of four (4) hours may be required to work at their regular hourly rate on Rabies Clinic Day.
 - b. Employees called back to work after having left the station at the end of their shift or during any other period of off-duty hours shall be paid a minimum of two (2) hours at time and one-half at the employee's regular hourly rate.

Any employee who is called in and arrives one hour or less prior to the start of his/her normal shift receives such time at the overtime rate, but is excluded from the two (2) hour minimum guarantee.
 - c. Employees required to attend court during their off duty hours shall be paid a minimum of three (3) hours, and shall endorse over to the Town any witness fee received.
6. All overtime must be authorized by the Chief of Police or his designee.

ARTICLE 13

OUTSIDE WORK DETAIL

1. Effective April 1, 2009, payment for outside details shall be at a rate of Master Patrol Officer overtime rate.
2. Employees working outside details shall be paid a minimum of four (4) hours except if the work is canceled at least one (1) hour before the Officer is to report for duty.

3. In the event that an employee works a detail for eight (8) continuous hours, all hours worked in excess of the eight (8) continuous hours shall be paid at one and one-half (1.5) times the applicable detail rate in Section 1 of this Article. This Section shall not apply to split details.

ARTICLE 14

SALARIES

1. Effective April 1, 2008, there shall be an adjustment to the salary scale in accordance with Appendix A.

Effective January 1, 2009, salaries shall be in accordance with Appendix B which is a three percent (3%) increase over Appendix A.

Effective January 1, 2010, salaries shall be in accordance with Appendix c which is a three percent (3%) increase over Appendix B.

Movement from step to step for promoted employees will be considered from date of promotion and not from date of hire.

2. Step Increases:-- Full-time employees shall receive on the employee's anniversary date one (1) step on the salary scale each year of continuous full-time employment. Anniversary date shall be determined in accordance with Article 10, Section 2 of this increases as follows Regular part-time employees shall receive step increases as follows:

Less than 20 scheduled hours a week – double the time on the salary schedule, except for Step 1 to Step 2. Effective January 1, 2004, employees with less than 20 scheduled hours per week shall receive a step increase each year on the employee's anniversary date.

20 or more hours – same as full-time.

Movement from step to step for promoted employees will be considered from date of promotion and not from date of hire.

3. Master Patrol Officer:-- A full time patrol officer with five (5) years of service as a full-time officer with the Department or a regular part-time patrol officer with ten (10) years of service as a part-time /or full-time patrol officer with the Department shall be compensated at 5% above the top step of the employee's pay grade, following the passing of a sergeants written examination as selected and scheduled semi-annually by the Chief of Police or the Chief's designee. Two (2) years of prior law enforcement work shall be counted toward the five (5) years of service requirement for full-time officers. Three (3) years of prior law enforcement work shall be counted toward the ten (10) years of service requirement for part-time officers.

4. The rank of Corporal will be bestowed upon a Master Patrol Officer once that officer has completed 5 consecutive years from the date of appointment as a Master Patrol Officer with the Litchfield Police Department. The Corporal insignia will be the traditional two stripes on the patrol uniform and collar brass. A salary increase of seven (7) % shall also accompany this position.
5. The Town shall adopt the Tax shelter annuity Option/Plan for eligible employees within the bargaining unit provided by the N.H. State Retirement System whereby the Town will only tax eligible employee on their income after the statutory NH State Retirement contributions have been deducted from their pay.
6. Sergeant-- Officers attaining the rank of Sergeant shall receive a pay rate of seven (7)% above the current rate of pay of the Corporal position.
7. Employees appointed by the Chief or his designee to serve in a higher level rank or classification shall receive the pay for that higher classification if he/she serves in the higher classification for more than five (5) days in succession in any two pay periods. The increase shall be no less than (7)% above the employee's regular rate of pay. Qualification of the employee, passage of a written sergeant's exam, job knowledge, and department seniority shall be used in filling the position.
8. All employees assigned to work during the hours of 11 p.m. to 7 a.m. will be paid a shift differential of fifty cents (\$.50) per hour.
9. All employees will receive an additional three percent (3%) pay increase upon completion of 20 consecutive years of service to the Town.
10. Certified Field Training Officer (FTO) will receive an additional one-dollar (\$1.00) per hour during training of an employee, for a maximum of 10 weeks or longer per trainee at the discretion of the Chief.

ARTICLE 15
HOLIDAYS AND PERSONAL LEAVE

1. There shall be twelve (12) holidays per year, designated as:

New Year's Day	Independence Day	Day after Thanksgiving
President's Day	Labor Day	Christmas Day
Memorial Day	Thanksgiving Day	Veteran's Day
three (3) Floating Holidays		
2. Full-time employees who are normally assigned a shift that works during a holiday will receive an alternative day off.
3. Any employee who works on a holiday shall be paid at one and one-half (1.5) the employee's straight time rate of pay for all hours worked on the holiday.

4. Regular part-time employees will be paid holiday pay if they normally work on the day of the week the aforementioned holiday falls. Their holiday pay will be the number of hours that they normally work on that day of the week.
5. Full-time employees who are normally assigned to a shift that is scheduled off during a holiday will receive an alternative day off.
6. Holiday hours must be requested and granted within six (6) months from the date they were earned (i.e. date of holiday), however Holidays and Personal Days will be considered as days (as opposed to hours) for purposes of calculation and scheduling.
7. The Chief of Police may deny any request for the use of holiday time if such requests represent an excessive selection of ten (10) hour tours without justification by the employee. Denial is subject to the grievance procedure.
8. In the event of separation of employment the employee or his/her beneficiary shall be entitled to full payment for all accrued time.

ARTICLE 16

SICK LEAVE

1. Regular full (100%) time employees earn ten (10) sick days per year (.83 days per month), accruable to a maximum forty-five (45) days. Sick leave is available to full (100 %) time employees after six (6) months of employment.
2. Regular part-time Employees working 50% time or greater will earn sick time at a pro-rata amount consistent with their percentage of appointment.
3. Sick Leave shall not be considered a privilege which an employee may use at his or her discretion, but shall be allowed only in the case of actual necessity occasioned by illness or disability of the employee, or for doctor/dental appointments.
4. Abuse of the sick leave privilege will constitute misconduct subject to disciplinary action. Abuse of the sick leave privilege means use of sick leave for purposes other than those stated above. Chronic abuse of the sick leave privilege may be used as a basis for discipline.
5. The Chief of Police has the right to require medical certification of cause of absence if absence extends beyond three (3) days.
6. In order to receive compensation while on sick leave the employee shall notify the department head as early as possible before the start of the regularly scheduled work day on the first day of absence. The employee may be requested to call in from time to time to keep the department head informed of the employee's status.

7. Sick leave may be used to supplement any employee's pay who is absent due to an on-the-job injury to insure regular week's pay, but not to exceed it.
8. A medical certification of cause of absence will be required of any employee who takes sick leave after being given notice of termination, or has given their resignation.
9. Accumulated sick days will not be paid in the event of termination, resignation or lay-off.

ARTICLE 17
WITNESS, JURY DUTY, MILITARY LEAVE

1. Upon proper documentary evidence, the Town shall make up the difference between regular straight time pay lost and fees paid to regular full-time and part-time employees called as witnesses or for jury duty in a non-job related case.
2. Upon proper documentary evidence, the Town shall make up the difference between the regular straight time pay lost and the amount of pay received for military service by regular employees serving on annual duty or active duty in Military Reserve or National Guard not exceeding ten (10) regularly assigned duty shifts. Bargaining unit members shall provide the Chief of Police with a copy of their drill schedule upon receipt in order to avoid schedule conflict.

ARTICLE 18
VACATIONS

1. Vacation for full-time employees is earned from date of employment as follows:

After one (1) year continuous service:	10 days
After five (5) years continuous service:	15 days
After fifteen (15) years continuous service:	20 days
After twenty (20) years continuous service:	25 days
2. A regular part-time employee (20 or more hours per week) after working at the position for one (1) year shall receive vacation in accordance with Section 1 of this Article prorated to the employee's normal work hours.
3. No employee shall take more than two (2) weeks of earned annual vacation at any one time, unless approved by the Chief of Police.
4. It shall be the responsibility of the Chief of Police to so arrange vacations within the Department so as not to interfere with the operations of the Department. However, reasonable efforts will be made to accommodate an employee's request.

- 5 Employees are encouraged to take vacation time to which they are entitled in the current service year. Carry-over of vacation from one year to another shall be discouraged and will be allowed only in extraordinary cases and then, only with the approval of the Chief of Police. Notwithstanding the provisions of the preceding two sentences, if an employee covered by this contract is eligible for fifteen (15) days or more of vacation during the current service year, such employee shall be allowed to carry over five (5) of those vacation days at the beginning of that employee's anniversary date provided, however, all such carried over days must be used within four (4) months of that employee's anniversary date or such days will be lost.
- 6 Vacation shall be granted on a seniority basis with the most senior employee having preference provided application is made prior to March 15th of the year in which the vacation is to be taken. Applications made after that date will be scheduled on a first-come, first-serve basis as time is available.
7. Vacation pay shall be figured at the regular straight time rate for the number of straight time regular hours per day that the employee normally works.
8. In the event of voluntary resignation, layoff, retirement or death, the eligible employee or his beneficiary shall be entitled to payment for all unused vacations. Payment for any unused vacation shall not be made if an employee is involuntarily discharged.

ARTICLE 19

BEREAVEMENT LEAVE

1. In case of death in an employee's immediate family, a regular employee will be granted leave of absence with pay for the workdays following the time of death, not to exceed three (3) days. In special cases, the Chief of Police may grant additional leave of absence if it is deemed to be in the best interest of the employee and the Town of Litchfield. Additional time at the discretion of the Chief of Police may be granted to attend the funeral of another relative or of a Town employee.
2. "Immediate Family" – is defined as the spouse, child, grandchild, brother, sister, parent, step-parent, grandparent, parent-in-law, brother-in-law-, sister-in-law, aunt, uncle, niece, nephew, uncle-in-law, aunt-in-law, or other blood relative or ward residing in the same household as the employee.

ARTICLE 20

WORKERS' COMPENSATION

1. The Town of Litchfield shall purchase and pay the premiums for New Hampshire Workman's' Compensation, the benefits of which will be available to all employees.

2. Employees must report all injuries received while on duty to the department head or immediate supervisor as soon as possible after an occurrence.

ARTICLE 21
LEAVE OF ABSENCE

1. Employees are allowed up to twelve (12) weeks of leave without pay, in each twelve (12) month period, for reasons provided under the Family Leave Act of 1993 (FMLA), i.e. (a) the birth of the employee's child, (b) the placement of a child with the employee for adoption or foster care, (c) caring for a spouse, child or parent in the event of a serious health condition, or (d) inability of the employee to perform the functions of his/her job because of a serious health condition. Accumulated sick leave must be used as part of the twelve (12) week period and before the authorized leave without pay begins.
 - a. During the twelve (12) week period of leave, the employee's health and dental insurance benefits will be maintained in a manner identical to that in effect for "active" employees and the employee's seniority and position in the department will not be affected by such leave.
 - b. Sick Leave will not accrue during the period of unpaid leave, except for those hours/days covered by Sick Leave benefits.
 - c. After twelve (12) weeks has elapsed, the employee's employment status will be continued only by virtue of return to duty.
 - d. The twelve (12) month period, for purposes of FMLA calculation, shall be the anniversary date of the initial granting of leave of absence under the Act and this Article of Agreement.
2. Any full-time employee who accepts employment or who conducts a business during a leave of absence shall be immediately terminated unless said activities had been previously approved by the Board of Selectmen.

ARTICLE 22
MEDICAL AND DENTAL INSURANCE

1. Probationary and regular full-time employees shall be eligible for group medical and dental insurance upon completion of thirty (30) days continuous service or as soon as the plan that was selected allows enrollment after the thirty (30) day period. The Town will pay Blue Shield/Blue Cross or approved HMO coverage at 100% for employee, 80 % for both two (2) person and family plans. The Town will pay 100% of the Dental Plan for employee coverage and 80% for both two (2) person and family plan.

It shall be the Town policy not to reimburse a covered employee the difference between his weekly straight time earnings and benefits paid under the group medical insurance policy.

The Town may change insurance carriers as the need arises. Employees shall be notified in advance of any such change.

Group medical insurance is available for regular part-time employees. The same thirty (30) day eligibility period as for full-time employees is required. The Town will pay 50 % of the premium for all plans if the employee is budgeted and scheduled to work twenty (20) or more hours a week. Scheduled hours will be reviewed quarterly to check for eligibility. Employees that work less than twenty (20) hours, will pay the full amount. Eligibility requirements of the group insurance company must be met.

2. During a leave of absence caused by pregnancy, illness, or accident not covered by Workman's Compensation, the Town will pay the full-time employees' premiums while he/she remains employed by the town.
3. In cases of leave for other reasons the employee will be required to pay all insurance premiums no later than the last week of each month preceding the coverage period, and such coverage may be extended if the employee has dependant coverage.

ARTICLE 23

DISABILITY INSURANCE

Short-term Disability Insurance

1. The Town shall select a carrier to provide short-term disability insurance for its full-time employees. The Town will pay the entire cost of the premium for such coverage.
2. The coverage will provide for payments of 66 2/3 % of base salary, up to a maximum of seven hundred dollars (\$700) weekly, for a period of twenty-six (26) weeks. Payments begin the first day after an accident and eight (8) days after an illness. Employees will use sick time prior to the disability period.
3. A copy of the disability insurance benefits summary shall be provided to each qualified and covered employee.

Long-term Disability Insurance

1. The Town shall select and make available to full-time employees a carrier to provide long-term disability insurance. The Town shall pay the entire cost of the premium for such coverage.

2. The coverage shall provide for payments of sixty percent (60%) of the employee's base salary, up to a maximum of three thousand dollars (\$3000.00) monthly. Payment begins after one hundred eighty (180) days of qualifying disability.
3. A copy of the disability insurance benefits summary shall be provided to each qualified and covered employee.

ARTICLE 24

LIFE INSURANCE

1. The Town shall provide a Life Insurance program of \$100,000 effective April 1, 2009 to the beneficiary of an employee who dies while in the service of the Town and who has completed an initial probationary period.

ARTICLE 25

INDEMNITY

1. The Town indemnifies and save harmless for loss or damage, all persons employed by the Town from personal and 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 to or destruction of property if the indemnified person at the time of the accident resulting in the injury or damage or destruction, was acting in the scope of the employee's employment with the Town; provided, however, that if any such claim, demand, suit or judgment shall be asserted as a counterclaim against any so indemnified person who has in the first instance, brought suit against the counterclaimant, the indemnified person shall reimburse the Town for all legal fees directly paid by the Town as the deductible portion of any insurance coverage provided by the Town.

ARTICLE 26

UNIFORMS

1. All equipment and clothing issued by the Litchfield Police Department shall be kept clean and well maintained. The Town will replace or repair any required uniform or Town issued property which is destroyed in the line of duty. Also, required uniform clothing will be replaced by the Town upon approval of the Chief of Police or his designee when worn out. The decision as to whether required uniform clothing or Town issued property needs replacement or repairs is in the sole discretion of the Town.
2. The uniform standards and practice regarding the furnishing of uniforms shall be in conformance with department policy as approved by the Board of selectmen on October 24, 1989.

3. An annual uniform allowance of four hundred dollars (\$400.00) for full-time police officers and all dispatchers working 30 hours or more, and a lesser amount of one hundred and fifty dollars (\$150.00) for part-time officers and part-time dispatchers shall be maintained.
4. The Town will purchase and provide Life Protection vests to uniformed Police Officers. These vests will be replaced in accordance with standards determined by the manufacturer.

ARTICLE 27

RETIREMENT

1. The Town shall maintain membership for those employees who qualify for New Hampshire Group II retirement benefits, and make appropriate contributions as required by the State.
2. The Town shall maintain membership for those employees who qualify for New Hampshire Group I retirement benefits, and make appropriate contributions as required by the State.

ARTICLE 28

DISCIPLINE AND TERMINATION FOR CAUSE

1. An employee may be disciplined or terminated/dismissed if there is found to be just cause for such action. Just cause shall include but not be limited to the following: a) Incompetence, b) Improper behavior in the line of duty, c) Behavior detrimental to the Town, or d) Failure to carry out assigned duties. All of the above shall be subject to the Grievance Procedure.
2. All disciplinary actions shall be in a fair manner and shall be consistent with the infractions for which disciplinary action is being taken.
3. All suspensions and discharges shall be stated in writing and the reasons stated and a copy given to the employee(s) and the Union on the date of suspension or discharge.
4. Disciplinary actions 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.

5. Records of disciplinary action are of less significance after the passage of time.

ARTICLE 29
GRIEVANCE PROCEDURE

1. A Grievance is an alleged violation, misinterpretation, or misapplication of any provisions of this Agreement.
2. A grievance to be considered under this procedure must be initiated in writing by the employee within ten (10) days of its occurrence or from the time the employee knew or should have known of its occurrence but in no case more than ninety (90) days from the incident that gave rise to the grievance.
3. Failure by the town or its agent to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure of the grievant in any step of this procedure to appeal a grievance to the next step within the specified time limits will be considered as abandonment of the grievance.
4. No reprisals of any kind will be taken by the Town or its employees against any party in interest or other participant in the grievance procedure.
5. An individual member of the bargaining unit may present an oral grievance to his employer without intervention of the exclusive representative. Until a grievance is reduced to writing, the Union shall be excluded from a hearing if the employee so requests; but any resolution of the grievance shall not be inconsistent with the terms of this Agreement.
6. Procedure:
 - Step 1: Any employee, or the unit, who has a grievance shall submit it first in writing to the Chief in an attempt to resolve the matter. The grievance must: a) specify the person allegedly causing the grievance; b) the time and place of the action being grieved; c) the nature of the grievance; d) the language of the Agreement which has allegedly been violated or misapplied; e) the specific injury or loss which is claimed; f) the remedy sought. The Chief shall hold a hearing within seven (7) days of receipt of the written grievance and shall render a decision no later than fourteen (14) days following the receipt of the written grievance.
 - Step 2: If the employee or the Unit is not satisfied with the decision of the Police Chief, he/she may file within ten (10) days following the Chief's decision a written appeal with the Board of Selectmen setting forth the specific reasons why he/she believes the agreement is being violated by the Town action in question. Within ten (10) days following receipt of the appeal, the Board of Selectmen shall either issue a written decision or schedule a hearing. Said hearing shall be held no later than twenty (20) days of receipt of the appeal and written decision shall be rendered within fifteen (15) days thereafter.

Step 3: If the decision of the Board of Selectmen does not resolve the grievance, the Union shall have the sole right to appeal that decision and the matter shall be submitted to arbitration providing the Union notifies the Town of such request within twenty (20) days of receipt by the Union of the Board of Selectmen 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) days following the date the request for arbitration was received by the Town, the Public Employee Labor Relations Board will be notified by either or both parties and requested to submit a roster of persons qualified to function as arbitrator.
 - b. If the parties are unable to determine, within ten (10) days of the initial request for arbitration, a mutually satisfactory arbitrator from the list, the Public Employees Labor Relations Board may be requested by either party to designate an arbitrator.
 - c. The arbitrator shall not have the power to add to ignore or 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. The decision of the arbitrators shall be final and binding on the parties.
 - d. The fees and expenses of the arbitrator shall be shared equally by the parties.
7. The time limitations hereunder may be extended by mutual agreement of the parties.
 8. For purposes of calculating the time limitations hereunder Saturday and Sunday shall not count as days.

ARTICLE 30

SAFETY COMMITTEE

1. The parties agree to establish a joint safety committee to discuss and implement safety concerns.

ARTICLE 31
PERSONNEL FILES

1. Employees shall have the right to examine their personnel file upon request.
2. The employee shall be notified and permitted to obtain a copy of all documents, information, and statements placed in his/her personnel file.
3. The employee shall have the opportunity to sign all additions to his/her personnel file, signifying knowledge of such.
4. A challenge of any information contained in the personnel file by an employee may be reflected by the statement attached to related material in file.

ARTICLE 32
DUES DEDUCTION

1. Upon individual written authorization signed by a Union member covered by this contract and approved by the Union President, the Town agrees to deduct from the pay of each Union Member so authorized the current Union dues as certified to the Town by the Treasurer of the Union. Said deduction shall be made each pay period 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. The Town shall send the amount so deducted once a month to the Treasurer of the Union.
2. The Union shall indemnify and hold harmless the Town should any dispute arise between any employer and the Union and/or the Town as a result of the operation of this Article.

ARTICLE 33
EQUIPMENT

1. Departmental property issued to employees or personal property which is required by the Town that is lost, stolen or damaged during the course of an employee's duty shall be replaced by the Town at no cost to the employee, provided, however, that the employee reports immediately to his/her duty supervisor that a loss has occurred, that the loss was not due to negligence of the employee, and the replacement is approved by the Chief of Police.
2. Any employee found to be abusing departmental or other employee property will be subject to disciplinary action by the Chief of Police which may involve a written reprimand, suspension or if deemed appropriate, dismissal.

ARTICLE 34
SEPARABILITY

1. In the event any provision of this Agreement in whole or in part is declared to be illegal, void or invalid by any court of competent jurisdiction or any administrative agency having jurisdiction of all of the other terms, conditions, and provisions of the Agreement shall remain in full force and effect to the same extent, the remainder of this Agreement shall continue to be binding upon the parties hereto.

ARTICLE 35
EFFECT OF AGREEMENT

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

ARTICLE 36
DURATION

This Agreement shall be in full force and effect April 1, 2008 through March 31, 2011.

FOR AFSCME LOCAL

FOR THE TOWN OF LTICFIELD

Chief Negotiator

Chief Negotiator

APPENDIX A
SALARY SCHEDULE EFFECTIVE APRIL 1, 2008

Grade Step	Start Entry	Step 2 6mo	Step 3 12+ mo	Step 4 12+ mo	Step 5 12+ mo	Step 6 12+ mo	Step 7 12+ mo	Step 8 12+ mo
F/T Officer Hourly	18.65	19.21	19.79	20.38	20.99	21.62	24.63	25.37
P/T Officer Hourly	15.04	15.52	15.99	16.49	16.99	17.54	18.07	18.61
F/T Dis./Sec. Hourly	15.04	15.52	15.99	16.49	16.99	17.45	17.97	20.06
P/T Dis./Sec. Hourly	12.49	12.89	13.31	13.71	14.13	14.56	15.01	15.46
F/T MPO Hourly	26.63							
P/T MPO Hourly	19.55							
F/T Corp. Hourly	28.5							
P/T Corp. Hourly	20.92							
Sgt. Hourly	30.49							

APPENDIX B
SALARY SCHEDULE EFFECTIVE January 1, 2009

Grade Step	Start Entry	Step 2 6mo	Step 3 12+ mo	Step 4 12+ mo	Step 5 12+ mo	Step 6 12+ mo	Step 7 12+ mo	Step 8 12+ mo
F/T Officer Hourly	19.21	19.79	20.38	20.97	21.61	22.26	25.37	26.13
P/T Officer Hourly	15.49	15.99	16.47	16.99	17.5	18.07	18.61	19.17
F/T Dis./Sec. Hourly	15.49	15.99	16.47	16.99	17.5	17.97	18.51	20.66
P/T Dis./Sec. Hourly	12.87	13.28	13.71	14.12	14.55	15	15.46	15.92
F/T MPO Hourly	27.43							
P/T MPO Hourly	20.14							
F/T Corp. Hourly	29.36							
P/T Corp. Hourly	21.55							
Sgt. Hourly	31.41							

APPENDIX C
SALARY SCHEDULE EFFECTIVE January 1, 2010

Grade Step	Start Entry	Step 2 6mo	Step 3 12+ mo	Step 4 12+ mo	Step 5 12+ mo	Step 6 12+ mo	Step 7 12+ mo	Step 8 12+ mo
F/T Officer Hourly	19.79	20.38	20.99	21.6	22.26	22.93	26.13	26.92
P/T Officer Hourly	15.96	16.47	16.96	17.5	18.03	18.61	19.17	19.75
F/T Dis./Sec. Hourly	15.96	16.47	16.96	17.5	18.03	18.51	19.07	21.28
P/T Dis./Sec. Hourly	13.26	13.68	14.12	14.54	14.99	15.45	15.92	16.4
F/T MPO Hourly	28.25							
P/T MPO Hourly	20.74							
F/T Corp. Hourly	30.24							
P/T Corp. Hourly	22.2							
Sgt. Hourly	32.35							