

**AGREEMENT BETWEEN**

**THE TOWN OF CANAAN**

**AND**

**AFSCME LOCAL 3657**

**POLICE DEPARTMENT EMPLOYEES**

**April 1, 2015 – March 31, 2018**

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## **PREAMBLE**

The Town of Canaan (hereinafter referred to as the “Town”) and Local 3657 of the American Federation of State, County, and Municipal Employees, AFL - CIO (hereinafter referred to as the “Union”) hereby agree as follows:

### **ARTICLE 1 RECOGNITION**

1. The Town hereby recognizes the Union as the exclusive bargaining representative, pursuant to the provisions of New Hampshire RSA 273-A, for all non-probationary employees in the positions of Full-time Sergeants, Full-time Patrol Officers, Full-time SRO Officer/Detective, Part-time Patrol Officers and Part-time Corporal.

2. It is specifically agreed by the parties hereto that any rights, duties or authority existing by virtue of the New Hampshire Revised Statutes Annotated or other law not specifically abridged or limited by any of the provisions of this Agreement, shall prevail.

3.a. Regular full-time employees shall be regularly scheduled to work a schedule of thirty five (35) or more hours per week.

b. Regular part-time employees shall be regularly scheduled to work a schedule of at least twenty (20) hours, but less than thirty (34) hours per week. Unless specifically provided herein, regular part-time employees shall not be eligible for benefits.

c. Casual part-time employees shall not be assigned a regular work schedule, but shall be scheduled hours of work based on needs of the Department. Casual part-time employees shall not be eligible for benefits provided herein.

Note: For purposes of this section, benefits shall include Article 13 Vacation & Personal Days, Article 14 Sick Leave, Article 16 Insurances (section 1, 4 & 7 apply to all employees),

Article 21 Holidays, and Article 19 Bereavement Leave.

## **ARTICLE 2 EMPLOYEE RIGHTS**

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

2. The Town and the Union reaffirm and will maintain the policy not to discriminate against any person because of race, color, national origin, citizenship, religion, sex, marital status, age, disability or sexual orientation. All such claims under this Section shall be initiated through the grievance procedure herein before taking action with state or federal agencies. This requirement shall not, however, restrict the filing of claims or complaints so as to prevent the expiration of time limits or appeal rights set forth by statute or regulation.

## **ARTICLE 3 MANAGEMENT RIGHTS**

1. Except as specifically limited or abridged by the terms of this agreement the management of the Town in all its phases and details shall remain vested exclusively in the Town and its designated agents.

2. The Town and its agents shall have jurisdiction over all matters concerning the management of Town Departments, including, but not limited to: the exercise of all of the rights, responsibilities and prerogatives that are inherent in the Employer or its agents by virtue of any statutes and/or ordinances, as well as all rights, responsibilities and prerogatives relating to, including, but not limited to, the direction of the work force, the establishment of rules and regulations, the establishment of qualifications for employment, the establishment of work and

productivity standards, the right to hire, supervise, discipline or discharge, transfer, and relieve employees from duty, the right to decide job classifications, the right to abolish and create positions, the right to determine the methods, processes and manner of performing work and the general control of all of the operation of Town Departments in all its phases and details- as well as all rights retained by virtue of, including, but not limited to, New Hampshire RSA Chapter 273-A, and any other provision(s) of the Revised Statutes Annotated or other laws.

3. The exercise of the management rights and responsibilities of the Town set forth hereby, except discipline and discharge, shall not be subject to the grievance procedures set forth in the Agreement, except that where management right is specifically required to be exercised in accordance with a specified procedure as provided in the Agreement, grievances alleging a failure to comply with such procedure will be subject to Grievance Article 10 of this Agreement.

4. Nothing in this Agreement shall be construed to limit the right of the Chief or his designee to command the Police Department as their judgment directs them in any and all emergency situations as they deem to be appropriate.

5. The Town, through the Chief of Police shall institute an evaluation system that shall further the professional development of employees as well as insure that appropriate behavior and practices are adhered to. The evaluation system shall include self evaluation and objective setting as components of the system. Evaluations may be appealed to the Town Administrator and the Board of Selectman but shall not be grieved under the provisions of Article 10 (Grievance Procedure) unless said evaluation results in discipline.

#### **ARTICLE 4 UNION RIGHTS AND RESPONSIBILITIES**

1. The Union Officers and representatives shall be the Chapter Chairperson, Chapter Steward and Secretary, who may assume the duties of the Chapter Chairperson in the Chapter

Chairperson's absence.

2. The local Union representatives as described above shall be permitted to process grievances during their scheduled hours of duty provided they have prior approval from the Chief of Police or the Chief of Police's designee and the amount of time in which the local Union representatives are engaged in such activity is reasonable. Upon the approval of the Chief of Police, any Union member who holds a position on the Executive Board of the Local shall be granted time off without pay and without loss of seniority to conduct business of the Local provided that prior notice is given to the Chief of Police that such time off is necessary and will not result in any cost to the Town.

3. The Union shall advise the Town of the names of the employees holding the offices mentioned above.

## **ARTICLE 5 DUES DEDUCTIONS**

1. The Town agrees to deduct, from the employee's payroll, Union dues for each employee, upon receipt of written authorization for such deductions. Requests for deduction shall be in writing, signed by the employee on an authorization card supplied by the Union in a form acceptable to the Town. Deductions shall be made from the employee's paycheck for the amount of dues for that pay period as certified by the Local Treasurer. The Town agrees to pay over monthly to the Local Treasurer; the amounts so deducted along with a list indicating who has paid said amounts. The Union shall promptly inform the Town of the correct name and address of the Local Treasurer.

2. If an employee has no check coming in any pay period, or if the check is not large enough after other deductions to pay dues, then in that event no deduction is made for that employee and no payment is required of the Town. In no case is the Town required to collect

finances or assessments for the Union beyond regular dues.

3. It is recognized that the negotiation for and administration of this agreement entails expenses which appropriately should be shared by all employees who are beneficiaries of this agreement. To that end, if an employee in the bargaining unit does not join, nor continue membership in the Union, such employee shall, as a condition of employment by the Department, execute an authorization for the deduction of a "representative fee" on the same terms as provided in section 1 and 2 above, which shall be a sum not to exceed the membership dues and assessments required to be paid by members of the Union.

4. Should there be a dispute between an employee and the Union over the matter of deduction, the Union agrees to defend and hold the Town harmless in any such dispute.

## **ARTICLE 6 STRIKES AND LOCKOUTS**

1. Under no circumstances will the Union cause, encourage, sponsor or participate in any strike, sit-down, stay-in, stay-out, sick-out, work slowdown, withholding of services or any curtailment of work or restriction or interference with the operation of the Departments or the Town. In the event of any such activity, the Town shall not be required to negotiate on the merits of the dispute, which gave rise to such activity until any and all such activity has ceased. The Town will not lock out any employees.

2. Should any employee or group of employees covered by this Agreement engage in any activity prohibited by Section 1 of this Article, the Union shall forthwith disavow any such activity and shall use all means to induce such employee or group of employees to terminate such activity forthwith. It is understood that any employee violating this Article shall be subject to disciplinary action up to and including discharge.

## **ARTICLE 7 CONSULTATION**

1. It is agreed and understood that the employment relationship is an appropriate matter for consultation between the parties on issues mutually agreed to by the parties. Consultation may be requested by either Party in writing stating the reasons for the requested meeting and the proposed agenda or topic of consultation.
2. A mutually agreeable meeting date shall be established provided that such date shall be within ten (10) working days of receipt of the written notice. This time limit may be extended by agreement of the Parties.
3. At such meeting, the Union shall be entitled to have present not more than three (3) bargaining unit representatives, and the Town shall be entitled to have up to three (3) representatives, unless additional representatives for either or both parties are permitted by prior mutual agreement.
4. Nothing contained herein shall prevent the Union from consulting with the Town at any time if matters of mutual concern arise of an urgent or emergency nature.
5. Consultation meetings shall not serve as a substitute for collective bargaining and any such meetings shall not result in implementation of any action in violation, or in contradiction with the terms of this Agreement, except any modification provided for in a Memorandum of Agreement mutually agreed to by the parties.

## **ARTICLE 8 PROBATIONARY PERIOD AND SENIORITY**

1. The probationary period shall be six (6) months from the date of hire, and during this period employees shall be classified as probationary employees. Probationary employees are considered at will employees and may be terminated without cause and



shall not be entitled to representation by the Union. The Town shall have the ability to extend the probationary period for cause, in no greater than ninety (90) day increments, to a maximum of one (1) year. Probationary employees are not covered under the terms of this Agreement.

2. There shall be two (2) types of seniority:
  - (a) Department Seniority
  - (b) Classification Seniority

There shall be two categories of seniority; Full Time Seniority and Part Time Seniority.

If a part time employee moves to a full time position, his or her part time seniority freezes and full time seniority begins to accrue.

Department seniority shall relate to the time an employee has been continuously employed by the Department.

Classification seniority shall relate to the length of time an employee has been employed in a particular Classification.

3. Seniority shall only be applicable after the completion of the probationary period. Full – time employees shall have preference over part-time employees.
4. Where there are two (2) or more employees who are hired on the same date seniority will be based upon alphabetical order.
5. In the event of lay-off, employees shall be laid off in the order of their seniority beginning with the least senior in each job classification. It is understood that an employee retained must be qualified to perform the available work, or the least senior employee in the job classification shall not be laid off.

In the event of recall, employees shall be recalled in the reverse order of lay-off in each

job classification, provided the employee is qualified to perform the job available.

Recalled employees shall be mailed a recall notice to the last known address on Town records. It shall be the employee's responsibility to update such mailing address as necessary. An employee who fails to return to work within fourteen (14) calendar days of the mailing of the recall notice shall lose all recall rights and seniority. Recall rights shall continue for one (1) year after date of lay-off of the employee.

6. An employee shall lose seniority and shall no longer be covered by the provisions of this Agreement for, but not limited to the following reasons:
  - (a) Discharge not overturned by a competent authority
  - (b) Voluntary quit, resignation or retirement
  - (c) Failure to respond to a notice of recall as specified above
  - (d) Remaining on layoff for more than twelve (12) consecutive months

The definition of seniority and parts thereof shall have force and effect only with respect to provisions of this Agreement specifically requiring the Town to make personnel decisions in whole or in part on the basis of seniority.

## **ARTICLE 9 DISCIPLINARY PROCEDURES**

1. All suspensions and discharges shall be stated in writing and a copy given to the employee and the Union prior to the date of suspension or discharge, except when the nature of the incident warrants immediate action; in such case verbal notice shall be given to the employee and the Union and followed up in writing the next business day.
2. Disciplinary actions shall be for just cause and shall normally be taken in the following

order:

- a. Verbal Warning
- b. Written Warning
- c. Suspension with or without pay
- d. Termination

However, the above sequence need not be followed if an infraction is sufficiently severe to merit immediate suspension or discharge.

3. Offenses considered just cause for which employees may be disciplined up to and including discharge, include but are not limited to the following:

- Incompetence
- Unsatisfactory work performance
- Lack of cooperation with a superior
- Failure to comply with department policies
- Failure to comply with safety requirements
- Refusal to accept and complete job assignments
- Fighting
- Obscene language directed at the public or another employee
- Theft of or destruction of property
- Illegal use of drugs or alcohol while on duty
- Insubordination
- Falsification and/or misrepresentation of records, including employment application

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

5. In the event that an employee is placed on administrative leave pending investigation, said employee shall be paid during such leave.

## **ARTICLE 10 GRIEVANCE PROCEDURE**

1 Definition - A grievance under this article is defined as an alleged violation of the

express provisions of this Agreement. Each grievance must be submitted, in writing, by the Union and must contain a statement of the facts surrounding the grievance, the specific provision(s) of this Agreement allegedly violated and the relief requested.

2. Procedure - NOTE: ALL TIME FRAMES IN THIS ARTICLE AGREED TO EXCLUDE WEEKENDS AND HOLIDAYS.

Prior to the institution of the formal grievance procedure hereinafter set forth, an employee who believes to have been aggrieved may, attempt to informally resolve the matter with the appropriate supervisor. The supervisor has the responsibility to attempt to resolve the employee's grievance if the supervisor has the authority to do so. If the grievance cannot be resolved informally, the following procedure shall be utilized or such grievance shall be deemed waived.

STEP ONE: An employee desiring to process a grievance must file a written statement of the grievance to the Chief no later than ten (10) days after the employee knew of or should have known the facts, but in no event more than thirty (30) days of the event on which the grievance is based. The supervisor shall meet with the employee and the Union Steward (REPRESENTATIVE) within ten (10) days following receipt of the grievance and shall give a written decision within ten (10) days after the meeting.

STEP TWO: If the employee or the Union is not satisfied with the decision of the Chief, the employee and/or the Union must file, within ten (10) days following the Chief's decision, a written appeal with the Town Administrator setting forth the specific provisions of the Agreement the Union believes have been violated by the Town. Within ten (10) days following receipt of the appeal the Town Administrator shall either issue a written decision or schedule a hearing. Said hearing shall be held no later than twenty (20) days following receipt of

the appeal. A written decision shall be rendered by the Town Administrator no later than ten (10) days after the hearing.

STEP THREE: If the Union is not satisfied with the decision of the Town Administrator, the Union must file, within ten (10) days following receipt of the decision of the Town Administrator, a written appeal with the Board of Selectmen setting forth the specific provisions of the Agreement the Union believes has been violated by the Town. 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 thirty (30) days following receipt of the appeal. A written decision shall be rendered no later than ten (10) days after the hearing.

STEP FOUR: If the Union is not satisfied with the decision of the Board of Selectmen, the Union may file, within thirty (30) days, following receipt of the decision of the Board of Selectmen, a request for arbitration to the New Hampshire Public Employee Labor Relations Board under its rules and regulations.

The arbitrator shall not have the power to add to, ignore or modify any of the terms and conditions of this Agreement. The arbitrator's decision shall not go beyond what is necessary for the interpretation and application of the provision of this Agreement. The arbitrator shall not substitute the arbitrator's judgment for that of the parties in the exercise of rights granted or retained by this Agreement. The decision of the arbitrator shall be furnished, in writing, within thirty (30) days of the hearing. The decision of the arbitrator shall be final and binding on the parties.

3. The fees and expenses of the arbitrator shall be borne equally by the parties.
4. The foregoing time limitations may be extended by mutual agreement of the parties.
5. Failure of the Union to abide by the time limits set out in this Article shall result in the grievance being deemed abandoned. Failure of the Town to abide by the time limits set out in

this Article shall result in the grievance being moved to the next level.

6. Each grievance shall be separately processed at any arbitration proceeding hereunder unless the parties otherwise agree.

## **ARTICLE 11 HOURS OF WORK AND OVERTIME**

1. For the purpose of this Agreement the current hours of work may remain in effect for the duration of this agreement. For regular full-time employees, the work week will consist of forty hours with an option for flexible scheduling as approved by the Chief of Police.

2. All hours worked in excess of forty (40) hours per week (exclusive of outside details) shall be paid as overtime. Holidays not worked but paid shall be considered as time worked for calculation of overtime. Vacation, Sick Leave and Personal Days shall not be considered as time worked for calculation of overtime as these are events that can be scheduled by the employee and are not at the discretion of the Town.

For this purpose, "week" shall mean periods of time from Monday through Sunday, inclusive.

Overtime shall be offered to available full-time qualified personnel on a rotating basis prior to be offered to part-time personnel.

3. Call Back: An employee required to return to work after having left the employee's regularly scheduled work shift, shall receive a minimum of two (2) hours pay at overtime rates unless the individual is called back to rectify the employee's own error. Call back shall not apply when contiguous to the employee's scheduled work hours.

4. If an employee is assigned to stand-by said employee shall be compensated at an hourly rate per the following contract schedule:

Three Dollars and fifty (\$3.50) for each hour assigned

If an employee on stand-by is called in during his/her stand-by period he/she shall be paid in accordance with Article 11, Section 3 Call Back.

5. In the event or circumstance where a police department employee's presence is mandatory for a court related event, i.e., criminal or civil court, depositions or traffic court, a minimum of 3 hours pay at overtime rates will be paid. In the event of cancellation of required court appearance, and the employee, if given notice after 5 PM of the night before the court appearance, shall be compensated at a minimum of three hours of pay at overtime rates. With respect to this paragraph only, the parties agree to cap this amount at no more than \$1,000 per year and revisit this provision in the event that the cost is potentially in excess of \$1,000.

## **ARTICLE 12 OUTSIDE WORK DETAILS**

1. Payment for outside details shall be as follows:

School District Fund Raising Event:	4/15/15 \$24.00 per hour
	4/15/16 \$24.00 per hour
	4/15/17 \$24.00 per hour
Outside Detail Rate:	4/15/15 \$40.00 per hour
	4/1/516 \$42.00 per hour
	4/1/517 \$44.00 per hour

2. Employees working outside details shall be paid a minimum of three (3) hours unless the detail is cancelled at least two (2) hours prior to scheduled assignment

3. Outside details shall be offered to available full-time qualified sworn personnel on a SENIORITY basis before such duty is offered to other part-time qualified employees. This provision shall not apply to the Police Chief supervising outside details. If the Chief does not

have department seniority, the Chief may work up to 25% of the outside details without offering them to other personnel.

If no full-time employee has accepted the duty prior to one (1) full day prior to the day of the detail the duty may be offered to other personnel.

The Department Head/Designee will be the responsible caller with the exception of emergency details or a reassigned detail which will cause an emergency situation, in which case, the on duty supervisor shall accept the task and cause to be notified the Sergeant charged with filling details.

Under no circumstances will swapping of details be permitted. Any outside detail which cannot be filled by the original officer, who took the detail, must be filled by reassigning it from the list according to the procedures described above. Any detail which is canceled by the officer who originally took it, less than twenty-four (24) hours prior to the start of the detail must be reassigned according to the emergency procedure outlined above.

4. For purposes of this Article, special assignment to details for Town events or projects shall not be considered outside work.

## **ARTICLE 13 VACATION & PERSONAL DAYS**

### **A. RATE OF ACCUMULATION:**

<b><u>Years of Continuous Service</u></b>	<b><u>Vacation Time</u></b>	<b><u>Accrual</u></b>
<b><u>Rate</u></b>		
6 Mos-1 Year	40 hours per year	3.33 hours per month
1 – 4 years	80 hours per year	6.66 hours per month



5 – 9 years	120 hours per year	10 hours per month
10-14 years	160 hours per year	13.33 hours per month
15 or more years	200 hours per year	16.66 hours per month

Vacation tie will be prorated for regularly scheduled part time employees (eligible employees) in proportion of the regularly scheduled weekly hours to 40 hours per week.

1. Full-time and eligible part-time employees are entitled to a paid vacation. Temporary employees are not entitled to paid vacation time.
2. Vacation time is granted to eligible employees based upon length of service and anniversary date. If there is a break in service, eligibility for vacation will be based on the employee's most recent hire date.
3. No part of an employee's scheduled vacation may be converted to sick leave. If illness or injury occurs during a vacation, sick leave benefits will not begin until the employee is scheduled to return to work.
4. If requested, an employee shall be paid his or her vacation pay before starting his or her vacation provided that such vacation pay is scheduled at least two (2) weeks in advance; otherwise, the employee shall be paid his or her vacation pay upon return from vacation.
5. Vacation pay for a full week will be paid at the normal straight time scheduled hours; i.e., if someone normally is scheduled for 40 hours per week, their vacation pay will be for 40 hours for each full week requested, and anyone normally scheduled for 35 hours will be paid 35 hours for each full week requested.
6. Newer employees who have elected to take vacation after six months on the job and prior to one year will have those days deducted from the 10 day allotment credited on their one year anniversary date.

7. Eligible part-time employees will be paid for vacation time on a pro-rated basis in accordance with his/her regular hours of work. For instance, if an eligible part-time employee regularly works five hours per day, then the part-time employee will only be entitled to five hours of pay when he/she takes a vacation day.

B. VACATION PROCEDURE:

1. The Chief of Police will determine the annual vacation schedule taking into consideration the best interests of the Town, the particular needs within the department and the desires of the individual employee.

2. Vacation time cannot be taken in increments less than  $\frac{1}{2}$  regularly scheduled day unless approved in advance by the Police Chief in increments of no less than 2 hours. Vacation accrual is used and measured against the anniversary period for the employee, not the calendar year.

Vacation is to be taken during the anniversary period accrued. Employees may carry a maximum of 40 hours forward into the employees next anniversary year. Should an employee be prevented from using planned vacation time due to extenuating circumstances within his/her department, they may be allowed to carry more than 40 hours forward into their next anniversary year. All such instances shall be reviewed and approved by the employees Department Head.

3. If an employee terminates his or her service with the Town, or takes an extended leave of absence, or upon separation he or she will receive full pay for all unused, accrued vacation time. If an employee dies while working for the Town, any unused, accrued vacation time will be paid to his or her estate.

4. An employee will not accrue any vacation time for those pay periods in which the employee is entitled to no wages, unless required under law. Generally, this will occur when the employee is on unpaid leave, such as FMLA leave.

5. All employees must submit requests for vacation time to the Department Head in writing. Requests should be submitted at least two weeks in advance of the requested vacation dates. Vacation may be taken only if the request is approved by the Department Head.
6. Regular part-time employees are eligible for one half (½) of the vacation benefit.
7. An employee who desires his/her vacation pay prior to taking their vacation must notify his/her department head at least ten working days in advance of his/her last working day. The Town may limit advanced vacation pay to accrued vacation time only.

C. PERSONAL LEAVE:

1. After the completion of the first year of employment, each full-time employee will be granted 16 hours of Personal Leave for each twelve (12) month period that starts on the employee's anniversary date. Personal Leave must be scheduled with the Chief of Police, and must be taken within the time period that they are accrued. Personal Leave cannot be used in conjunction with (either before, after or connecting) any scheduled holidays. Personal Leave will not be carried over into the succeeding year, nor will the employee receive any compensation for unused personal leave.
2. Regular Part-time employees are entitled to personal leave at half (1/2) benefit, meaning regular part-time employees receive a total of 8 hours per 12 month period. year. The regular part-time employee benefit of personal leave will be administered under the same guidelines as the full-time employee.
3. Whether full-time employee or regular part-time employee, Personal Leave will be taken in intervals of no less than four (4) hours unless approved in advance by the Police Chief and in increments of no less than 2 hours. Employees who use personal time and then work extra time in the same week will not be paid overtime until the employee works more than forty hours.

## ARTICLE 14 SICK LEAVE

1. The Town provides paid sick leave to all full-time and eligible part-time employees. Temporary employees are not entitled to any paid sick leave. Sick leave must be used in full shift increments, unless an employee leaves work early due to illness or otherwise as approved by the Police Chief in increments of no less than 2 hours. Employees will be paid at the normal straight time rate for the number of hours the employee was scheduled to work. Sick pay may not exceed the employee's regular workday and/or workweek hours.
2. Sick leave accrues at the rate of 8 hours per each completed month of service from the date of hire up to a maximum of 480 hours. An eligible part-time employee will be paid for sick leave on a pro-rated basis in accordance with his/her regular hours of work.
3. Sick leave is hours to be used for absences due to illness. A department head may require an employee returning from a sick leave, which exceeds three (3) consecutive workdays, to supply a doctor's statement certifying that the employee's health is good enough to return to his/her normal duties. The Department head may, at any time, ask you to get satisfactory medical verification of an illness from your doctor. Failure to provide verification may result in loss of sick leave benefits or disciplinary action.
4. An employee will not accrue any sick leave for those pay periods in which the employee is entitled to no wages, unless required under law. Generally, this will occur when the employee is on unpaid leave, such as FMLA leave.
5. Unused sick time above the maximum accrual of 480 hours will expire at the end of the year. Sick leave will not be bought back by the Town. Employees who leave the Town's

employment for any reason will not be entitled to any pay for unused sick leave.

6. Employees who do not report to work due to illness must contact their Department Head on a daily basis relative to the need for and status of their absences, unless otherwise directed. Reporting of the absence to any employee other than the Department Head, or their designee, will not be accepted as compliance with the daily reporting requirement. Employees who fail to report to work or call in to their Department Head for three (3) consecutive work days will be considered to have voluntarily resigned from their employment.

7. Employees who use personal time and then work extra time in the same week will not be paid overtime until the employee works more than forty hours.

## **ARTICLE 15 PROMOTIONS AND TRANSFERS**

1. The Town reserves and shall have the right to make promotions and transfers. Department seniority shall govern where equal qualifications have been demonstrated. The Police Chief shall determine qualifications and suitability based on the position to be filled. If a promotion or transfer requires specialized or additional training to qualify an existing employee for the promotion or transfer, and the internal applicant would otherwise qualify or be suitable, and no other internal or external applicant possesses the training, the Department shall provide said training to the internal applicant.

2. Jobs to be filled through promotion shall be posted on the bulletin boards in all locations in which bargaining unit employee's work for a period of ten (10) work days. Full-time employees shall be given preference over part-time employees and part-time employees shall be given preference over outside applicants.

3. After an award is made of a promotion the name of the person promoted shall be posted for a period of five (5) work days following said award.
4. Job posting(s) shall include RANK, job specifications, rate of pay, job location, and the shift.
5. The above procedure shall be followed in all promotions, vacancies and transfers whether temporary or permanent.
6. Candidates who apply for the vacancy shall be notified by the Town regarding the status of their application.
7. An employee who is promoted to a higher level position within the bargaining unit shall be placed in a promotional probationary status for a period of six (6) months. In the event an employee does not successfully complete the probationary period, that employee shall be returned to the position held prior to promotion.

## **ARTICLE 16 INSURANCES**

### 1. Health Insurance:

The town reserves the right to change health insurance plans and agrees to select replacement plans that provide substantially equal coverage to employees.

The town agrees to meet with the union at least ninety days prior to implementation of any new plan. If there are any disputes as to whether the intended new plan is not substantially equal to the plan in place the parties will submit the matter to an expedited grievance process see Article 10 Grievance Procedure.

The new plan will not be implemented until the matter is resolved.

For employees of the Department as of January 1<sup>st</sup>, 2015, the town agrees to pay 100% of the premium for a single, two person or family plan for the Harvard Pilgrim HMO high option as provided on December 31<sup>st</sup>, 2014.

Employees may elect a POS High Option plan with a ten dollar co pay and prescription benefit (5Q-1) as outlined on the Inter Local Trust rate sheet in force on December 31<sup>st</sup>, 2014. Employees will be responsible to pay the premium difference between the aforementioned Town HMO Plan and the POS plan should they choose this level of coverage.

1.5 For new hires after January 1<sup>st</sup>, 2015, and in the event that the cost of insurance increases above the 2014-15 cost, the new hire will be required to pay a premium share equal to the increase above the 2014-15 cost but in no event more than 15% of the total cost of the plan.

2. An employee may opt out of health insurance coverage provided by the town as long as the employee can show proof to the town of current health care coverage. The buyout shall be five thousand dollars paid out in quarterly installments through the year. In the event an employee is terminated or resigns their position the payment will be pro-rated to the employees end date.

3. Life Insurance: The Town shall provide life insurance to full-time non-probationary employees in an amount equivalent to 1.0 times the employee's annual base salary, rounded up to the nearest one thousand dollars (\$1 ,000.00).

4. Liability Insurance: The Town shall indemnify an employee covered by this Agreement for judgments arising out of the employee acting in good faith within the scope of the

employee's employment to the extent that the claim is within the limits of coverage of an insurance policy maintained by the Town.

5. Dental Benefits: The Town agrees to provide one hundred percent (100%) of the monthly premium costs of a dental plan for each employee at either the single, two-person or family rate at the employee's option. The insurance provider shall be determined by the Town.

6. Retirement: The Town shall, on behalf of eligible bargaining unit members continue to pay its share of the cost of participation in the New Hampshire Retirement System.

7. Workers' Compensation: Employees shall receive workers compensation insurance coverage as prescribed by, and to the extent required by, the laws of the State of New Hampshire. The Town shall pay 100% of the related premiums.

An employee who becomes eligible for a workers compensation benefit must apply for that benefit.

## **ARTICLE 17 UNIFORM ALLOWANCE**

1. Upon Hire, Officers shall be issued the required Uniforms and Equipment necessary to meet department standards.

2. Thereafter employees covered by this Agreement shall receive replacements as needed on a quartermaster basis except that employees serving as Detective and/or SRO shall receive an annual clothing allowance of \$500.00. This allowance for Detective and/or SRO shall be paid out of the uniform line of the annual (acct # 01-4210.10-750) budget after April 1 of each year as coordinated with the Chief of Police.

3. The Town shall provide new Ballistic vests each five (5) years unless damage or destruction has occurred in which case said vest shall be replaced immediately, repairs to vests which have suffered damage to the ballistic material is not acceptable.



## **ARTICLE 18 MILITARY SERVICE**

A leave of absence for military service shall be governed by existing State and Federal law.

## **ARTICLE 19 BEREAVEMENT LEAVE**

Bargaining unit employees shall be granted up to [thirty hours \(30\)](#) of leave for a death in the immediate family (not chargeable to personal days). For purposes of this Article, immediate family shall be as follows: spouse, son, daughter, father, mother, grandparents, brother or sister of the employee or of the employee's spouse or any relative living in the immediate household of the employee. [The Town Board of Selectmen and Police Chief will review a specific case in an emergency to see if the limitation can be expanded but only on a case by case basis and without establishing a precedent for all cases.](#)

For regular full-time employees, [leave shall be up to 30 hours](#). For regular part-time employees, [leave shall be up to twelve \(12\) hours](#).

## **ARTICLE 20 LEAVE OF ABSENCE**

1. Full-time employees who have completed their probationary period may apply for and be granted a leave of absence without pay, benefits, or service accrual for reasons such as personal illness or other compelling urgent reasons. Such leave shall be upon the recommendation, in writing, by the Town Administrator to the Board of Selectmen. The Board may grant a leave of absence on a case by case basis. Decisions of the Board of Selectmen shall be final and binding, and shall not be subject to the provisions of Article 10 Grievance Procedure.
2. Any employee who accepts employment or conducts business during a leave of absence shall be immediately terminated unless such activities had been previously approved by the

Town. Failure of the employee to report promptly at the expiration of the leave shall be cause for dismissal.

## **ARTICLE 21 HOLIDAYS**

1. All full-time regular employees shall be paid for the following named holidays. Should a holiday fall on a Sunday and be celebrated on a Monday all regular employees shall be paid for this day. Should a holiday fall on a Saturday, the preceding Friday shall be considered the holiday.

New Year's Day	Columbus Day
Civil Rights Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Thanksgiving Friday
Independence Day	Last Workday before Christmas
Labor Day	Christmas Day

2. A full-time employee whose regularly scheduled work week consists of four ten hour days shall work ten hour holidays if scheduled by the Police Chief. In addition to paragraph 1, above, a ten hour shift worked on a holiday will be paid at the rate of time and one half for the first 8 hours, with the remaining 2 hours being paid at the employee's regular rate of pay. Part-time employees shall be entitled to time and one half pay, upon approval of the Police Chief. If a holiday falls within a full-time employee's regularly scheduled work week and that employee chooses not to work on the holiday, he shall receive pay for 8 hours of regular pay which will be considered part of his normal 40 hour work week. In any event the employee shall not be paid for less than 40 hours for the time actually worked (including the holiday) in the work week. Any regular full-time employee not scheduled to work a particular holiday will receive 8 hours

of regular pay in addition to hours worked for the regular work week.

3. An employee shall be entitled to the holiday pay referred to in Section 1 if the employee works the last regularly scheduled workday preceding and the first regularly scheduled work day following the particular holiday but not otherwise except for a substantial reason or emergency.

4. Employees entitled to receive holiday pay shall receive said pay in the pay period in which the holiday falls.

5. Regular part-time employees shall be eligible for four (4) hours pay for the above-listed holidays.

## **ARTICLE 22 BULLETIN BOARDS**

The Union may post notices on space provided by the Town on its bulletin boards where notices usually are posted by the Town for employees to read. All such notices shall be on Union stationary, signed by an official of the Union, and shall only be used to notify employees of matters pertaining to Union affairs. The notices may remain posted for a reasonable period of time. No material shall be posted which is inflammatory, profane, obscene, or sensitive or which constitutes election campaigning material for or against any person, organization or faction thereof.

## **ARTICLE 23 SAFETY EQUIPMENT**

1. The Town shall have the right to make regulations for the safety and health of its employees during their hours of employment.

2. The Departments may adopt rules for the operation of the Departments and the conduct of its employees provided such do not conflict with any of the provisions of this Agreement.

3. 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 the employee's supervisor that a loss has occurred, and the loss was not due to the negligence or carelessness of the employee.

## **ARTICLE 24 WAGES AND PERFORMANCE PAY PLAN**

1. The wage schedule in effect April 1, 2012 shall be as provided in appendix 1.
2. Positions and Grades effective April 1, 2012 shall be as follows:

<u>Position</u>	<u>Grade</u>
Sergeant, Full Time (2)	14
SRO, Full Time (1)	11
Patrol Officer, Full Time (2)	10
Corporal, Part Time (3)	7
Patrol Officer, Part Time (5)	6

3. The maximum rate of the wage schedule (pay grades) for all employees shall be increased on [January 1](#), of each contract year, based on the Consumer Price Index referred to as CPI-U as published by the U.S. Department of Labor - Boston Regional Office for the twelve (12) month average for the period ending [September 30<sup>th</sup>](#) of the respective preceding year, except that in no event shall the adjustment be less than two percent (2%) per year.
4. Employees shall receive a Cost of Living (COLA) adjustment to their salary based on the following. COLA adjustments commencing on January 1<sup>st</sup>, 2015, January 1<sup>st</sup>, 2016 and January 1<sup>st</sup>, 2017 shall be governed by the following principles:

- A. The Town will use its best efforts to provide a COLA increase that is equal to the Northeast Region Urban Consumers CPI annual change as computed from the preceding August report and to be applied in the next calendar year commencing in 2013; and
- B. The Town will use its best efforts to fund the increase through reduction of other expenses and/or increased non-property tax revenues; and
- C. The Union will use its best efforts in conjunction with other town employees to identify savings to offset wage increases and other expense increases; and
- D. In any event, the Town will increase wages by a percentage that is no less than the average increase in wages given to non-union municipal Canaan workers; and
- E. The Town will not decrease hourly compensation for any union employees.

6. Should an employee receive a wage increase in excess of the maximum wage schedule (pay grade) for his or her position said wage schedule (pay grade) maximum shall increase by the wage increase.

## **ARTICLE 25 EFFECT OF AGREEMENT**

1. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the

understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Town and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not 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 this Agreement was negotiated or signed. The parties may, however, voluntarily agree to reopen contract negotiations on any subject at any time.

2. This instrument constitutes the entire agreement and final resolution of all matters in dispute between the Town and the Union arrived at as a result of collective bargaining negotiations, except such amendments hereto as shall have been negotiated by mutual agreement and reduced to writing and signed by the parties.

## **ARTICLE 26 EXPENDITURE OF PUBLIC FUNDS**

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 by the Town of Canaan Town Meeting.

## **ARTICLE 27 SEPARABILITY**

In the event that any Article or section of an Article of this Agreement is declared to be illegal, void or invalid in whole or in part by a Court of competent jurisdiction after all appeals, if any, have been exhausted, all other Article and sections of this Agreement shall remain in full

force and effect to the same extent as if that Article or section had never been incorporated in this Agreement and such event, the remainder of this Agreement shall continue to be binding upon the parties hereto.

## **ARTICLE 28 DURATION**

1. This Agreement shall be effective upon signing and shall remain in full force and effect between [April 1, 2015 and March 31, 2018](#). It shall be automatically renewed from year to year thereafter unless either party shall notify the other party in writing, not later than one hundred twenty (120) calendar days prior to the Town's budget submission date that it desires to modify this Agreement. The Town current budget submission date is the last day of the calendar year.

2. This Agreement may be modified or amended at any time with the mutual consent of both parties. Requests for amendments or modifications shall be in writing.

3. If the parties are unable to ratify a new contract before the expiration date from above, the terms of the collective bargaining agreements shall remain in full force and effect until a new agreement is executed.

\_\_\_\_\_  
ROBERT REAGAN (CHAIRMAN)

Tentative Approval Subject To  
Approval by Town Meeting

\_\_\_\_\_  
SCOTT BORTHWICK

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DAVID MCALISTER

SELECTMEN OF TOWN OF CANAAN

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FOR AFSCME LOCAL 3657