COLLECTIVE BARGAINING AGREEMENT
BETWEEN
LACONIA POLICE COMMISSION

AND

LACONIA POLICE OFFICERS' ASSOCIATION

October 1, 2014 – June 30, 2017

Approved by Council
September 8, 2014

INDEX

ARTICLE		PAGE
	AGREEMENT	1
1.	RECOGNITION	1
2.	DUES	1
3.	DISCRIMINATION	2
4.	GRIEVANCE PROCEDURE	2
5.	PROBATIONARY PERIOD	4
6.	DISCIPLINE	4
7.	ASSOCIATION RIGHTS	4
8.	SENIORITY	5
9.	HIRING, PROMOTIONS, TRANSFERS AND LAYOFFS	6
10.	EMPLOYEE EVALUATIONS	7
11.	HOURS OF WORK - OVERTIME	7
12.	CALL BACK PAY	8
13.	COURT TIME	8
14.	DETAILS	9
15.	LEAVE	10
16.	HOLIDAYS	13
17.	GROUP INSURANCE	13
18.	WORKERS' COMPENSATION	14

19.	RETIREMENT	15
20.	WAGES	15
21.	LONGEVITY	15
22.	UNIFORM CLEANING ALLOWANCE	15
23.	MANAGEMENT RIGHTS	16
24.	FIELD TRAINING OFFICERS	17
25.	RECRUITING INCENTIVE	18
26.	PERSONAL DAYS	18
27.	EDUCATIONAL BENEFITS	19
28.	SEPARABILITY	19
29.	DURATION OF THE AGREEMENT	19
ATTACHMENT 1 FMLA		20

AGREEMENT

This Agreement is made and entered into by and between the City of Laconia acting through the Laconia Police Commission hereinafter referred to as the "Commission" or "Employer", and the **Laconia Police Officers Association** hereinafter referred to as the "**Association**" or "Employees". The parties recognize the importance of dealing with each other with mutual respect and dignity.

1.0 RECOGNITION

1.1 The Commission recognizes the **Association** as the exclusive bargaining representative within the means of RSA-273A for all Patrol Officers and Detectives, excluding the Chief of Police, Captains, Lieutenants, Detective Sergeants, Detective Corporals, Corporals, and Sergeants, and all other employees of the Laconia Police Department. (Note: Management agrees to a sidebar agreement that if any previously listed position comes back into being with substantially the same duties as at the time of recognition, then that position shall be considered to be within the bargaining unit).

1.2 The term employee as used in this contract refers to the members of the bargaining unit listed above.

2.0 DUES

2.1 For the duration of this Agreement, the City will deduct regular periodic **Association** dues each week from the paycheck of each employee who individually and voluntarily certifies in writing authorization for such deductions.

The **Association** agrees to indemnify and save the City and the Commission harmless against any and all liability arising out of the deduction of dues for the Association from employee's pay.

The City will transmit said dues deducted to the Laconia Police Officers Association account at the **Bank of New Hampshire**, 62 Pleasant Street, Laconia, New Hampshire 03246. The employee authorization form, shown below, will be forwarded to the City.

Voluntary Dues Assignment

2.2 I hereby authorize the City of Laconia to deduct from my pay each pay period, or the first full pay period of each month, the amount of _____ as the regular dues and to remit such amounts to the Laconia Police Officers **Association** in accordance with its arrangements with my employing agency. I further authorize any change in the amount to be deducted which is certified by the above named employee organization as a uniform change in its dues structure.

_____

Employee's Signature

2.3 Any employee who is not a member of the Association who requests the services of the **Association** in a grievance representation shall be charged the full fair cost of such representation. The City shall have no responsibility in the collection of such costs.

3.0 DISCRIMINATION

3.1 The parties of this Agreement will not discriminate in violation of Federal or State law against any employee because of race, age, color, creed, sex, marital status, national origin, handicap, sexual orientation, or membership or non-membership in the **Association** or by reason of any activity or refraining from any activity in, with and or for the **Association** not in contravention of any provision of this Agreement, the law or rule or regulation of the Department.

4.0 GRIEVANCE PROCEDURE

4.1 For the purpose of this Agreement, a grievance is defined as a complaint by an employee that alleges, as to him or her, there has been a direct violation of the express terms of a specific provision of this Agreement.

4.2 All grievances at each step must be in writing and signed by the grievant, setting forth in detail the nature of and all the facts giving rise to the grievance, the contract provision(s) alleged to have been violated and the remedy requested. If a grievance is filed concerning an officer who is superior in rank to the grievant, then that grievance shall be heard by an Officer of the next highest administrative level above the Officer who is the subject of the grievance, or such other person as may be designated to hear that grievance by the Chief of Police or his/her designee.

Said grievances must be processed in accordance with the levels, time limits and conditions set forth below. The time limits set herein below are construed to be the maximum time limits. It shall be clearly understood by both parties that it is the responsibility of the grievant to exercise his/her rights under this grievance procedure.

Time periods may be extended by mutual agreement of the parties.

Absent a mutually agreed upon extension of the time periods, failure by the Department 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 decision to the next step within the specified time limits shall be deemed a waiver of future appeal of the decision, and will be considered acceptance of the decision rendered.

Saturdays, Sundays and legal holidays shall not be counted in the computation of any time period specified in this section.

4.3 All grievants shall have an opportunity to be represented by the shop steward or a member of the **Association's** executive board throughout the grievance process commencing

with Step One. If it is the intention of the supervisor that any discipline other than an oral reprimand be imposed, then representation may commence at any level.

(a) STEP ONE:

4.4 The grievance shall be presented to the employee's immediate supervisor within ten (10) working days of the employee knowing or should have known of the act or condition on which the grievance is based.

Said immediate supervisor shall schedule a hearing and render a written decision within fifteen (15) days from receipt of the grievance.

(b) STEP TWO:

If the employee is not satisfied with the decision of the immediate supervisor at step one, the employee may appeal to his/her Division Commander within three (3) days. The grievance shall be accompanied by any other supporting data required for the efficient review by the Division Commander. The Division Commander shall schedule a hearing and render a written decision within fifteen (15) days of receipt of the appeal.

(c) STEP THREE:

If the employee is not satisfied with the decision of the Division Commander at step two he/she may appeal, to the Chief of Police within five (5) days. If the grievant requests, in his/her written appeal, the Chief of Police shall schedule a hearing within ten (10) days of receipt of the appeal. If a hearing is not requested the Chief of Police shall decide the grievance based upon written information as supplied and/or any further data reasonably requested by the Chief of Police. The Chief of Police shall render a written decision within fifteen calendar days of receipt of the step 3 appeal.

(d) STEP FOUR:

If the decision of the Chief of Police does not resolve the grievance, the **Association** shall have the sole right to appeal that decision and the matter shall be submitted to arbitration providing the **Association** notifies the Chief of Police of such request within fifteen (15) working days of receipt by the **Association** of the Chief of Police's decisions. The following procedure shall be used to secure the services of an arbitrator.

The parties will attempt to agree upon a mutual satisfactory third party to serve as arbitrator. If no agreement is reached within five (5) days following the date the request for arbitration was received by the Chief of Police, the American Arbitration **Association** will be notified by either or both parties and requested to designate an Arbitrator under its rules.

Neither the City nor the **Association** will be permitted to assert any ground or evidence before the arbitrator which was not previously disclosed to the other party.

The Arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The Arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provision of this Agreement, and the appropriate remedy thereof. The Arbitrator shall be in power to determine the issues raised by the grievance as submitted in writing. The Arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with, in any way, applicable laws, or rules or regulations of administrative bodies that have the force and effect of law.

Any decision or award of the Arbitrator rendered within the limitation of this Section, on a grievance shall be advisory upon the Department and the Association, subject to the provisions of RSA 542. The parties agree to act in good faith with respect to advisory arbitration recommendations. Cost of the Arbitrator's fee shall be shared equally by the parties.

5.0 PROBATIONARY PERIOD

A probationary period shall apply to all employees during the twelve (12) months from the date of their original employment and from the date of any promotion. Upon successful completion of probation, the employees shall receive regular appointment to his/her designated position or classification. Newly hired employees may be dismissed for any cause during the probationary period at the sole discretion of the Chief of Police; such dismissal shall not be subject to the provision of 4.0 GRIEVANCE PROCEDURE. An employee who fails to fulfill the job standards of a position to which he/she was promoted, shall be reinstated to the position from which he/she was promoted unless charges are filed and he/she is discharged.

Nothing in this section shall be read to limit the right of the Chief of Police to extend an employee's probationary period at his/her sole discretion pursuant to Directive A-110 as currently stated or as may be amended or supplemented from time-to-time.

6.0 DISCIPLINE

An employee may be disciplined or terminated/dismissed if there is found to be just cause for such action.

7.0 ASSOCIATION RIGHTS

7.1 The Commission shall provide reasonable space on bulletin boards in non-public areas of the police station for the exclusive use of the **Association**. The bulletin board shall be exclusively for the purpose of notifying members of **Association** activities and related information. No derogatory information or postings critical of the Department, its Management, or the City shall be allowed. The Chief of Police or his designee may remove any such postings

from the bulletin board and will return them to the **Association** President for appropriate action. This provision shall not be read so as to preclude the Department's Administration from taking other disciplinary action as a particular situation may warrant.

7.2 **Association** officers or stewards shall be permitted to process grievances with pay during their scheduled hours of work, provided that they have prior permission from the Chief or Police or his designee and the amount of time which the officers are engaged in such activities is not unreasonable.

7.3 Up to three (3) employees may participate in negotiations as members of the **Association's** negotiating team. Such participation will be without loss of pay if negotiations are conducted during the employees' scheduled shift. No more than two (2) employees from a Bureau or shift may be excused for such participation unless approved by the Chief of Police.

7.4 Employees shall not utilize Department property, vehicles, work locations, communications systems or supplies for the conducting of Association business unless authorized by the Chief of Police, with the exception of the bulletin board provided pursuant to Section 7.2.

8.0 SENIORITY

8.1 Seniority shall be defined as the length of time employed with the Department, since the starting date of present employment and shall not be affected by loss of time due to approved leave with or without pay.

8.2 Current and future Laconia Police Officers with previous full-time service as Laconia Police Officers shall be credited with seniority time for the prior service for the following purposes only; eligibility for promotion, vacation benefits under 15.2, and longevity benefits under 21.0.

8.3 The Chief of Police shall establish a seniority list containing the names and seniority of all employees in the unit. The list shall include date of hire, seniority within department, and seniority by rank. A current list must be established at least once per year. If more than one (1) employee is hired on the same day, the Chief shall designate seniority by the employee's sequential call number. For the purposes of this seniority list, 8.2 shall have no impact.

8.4 Laconia Police Officers, who are within twelve (12) months of eight (8) years of consecutive service with the Laconia Police Department and at labor Step 7 or have been granted an associate's or bachelor's degree from a nationally accredited college in the field of criminal justice studies and who are within twelve (12) months of seven (7) years consecutive service and at labor step seven (7) are eligible to participate in a testing process for "Master Patrol Officer". The Master Patrol Officer's testing process involves participating in the written examination process for the Sergeant's test, which is given annually. Participants must achieve a score of seventy (70) percent or above to advance to the Master Patrol Officer Labor steps. The participant must also have received a rating of acceptable or strong on his/her previous annual

evaluation. Participants who successfully complete these two criteria shall advance to the first Master Patrol Officer Labor step on the patrolman's wage scale (Step 8.). The second Master Patrol Officers labor step (Step 9) shall be attained after twelve (12) months, providing that the Officer receives an annual evaluation rating of acceptable or strong.

8.5 No employee shall have use of seniority while he/she is on a probationary period.

8.6 Each master patrol officer assigned to patrol will select the shift to which he or she will be assigned by seniority. The shift selection shall be for the next period of rotation as designated by the department and will be done thirty (30) days in advance of any new rotation.

9.0 HIRING, PROMOTIONS, TRANSFERS AND LAYOFFS

9.1 Promotions shall be governed by the policies, regulations and actions of the Chief of Police and the Laconia Police Commission and shall not be subject to the grievance procedure.

9.2 In the event that the Commission or Department desires to layoff, the Commission agrees to notify the Association at least thirty (30) days prior to implementation. All layoffs shall be from Patrol Officer/Detective classification based on inverse order of seniority. Declaration of surplus shall be by rank for the Corporal/Detective Corporal and Sergeant/Detective Sergeant categories respectively. In the event such surplus results in reclassification, such reclassification shall be to the next lower category on the basis of inverse order of seniority.

Patrol Officers/Detectives laid off shall be granted reinstatement to any subsequent Patrol Officer/Detective openings before consideration of other applications provided such opening(s) occur within two (2) years of layoff and further provided such laid off Patrol Officer/Detective is qualified to perform the essential functions of the job, accepts said offer, and is available to report for work not later than thirty (30) days after notification by the Department.

A Corporal/Detective Corporal or Sergeant/Detective Sergeant reclassified to a lower classification as the result of surplus shall be given first consideration for reclassification to his/her former rank should openings occur at said former rank within eighteen (18) months of reclassification and provided he/she had performed satisfactorily at the higher rank and further provided he/she is otherwise qualified to perform the essential functions of the job.

9.3 An employee who has successfully completed probation may request a transfer from a position within the Department to an open position of comparable rank in another Bureau or Unit within the Department. Such request shall first be made in writing to the Division Commander, who will then refer the request through the proper chain of command, with his/her, written recommendation. An employee's request for transfer will be considered on the basis of qualifications for the position, and the department's best interest. The decision of the Chief of Police shall be final and not subject to the grievance procedure.

9.4 Other transfers may be made in accordance with the Department's Personnel Policy Manual.

9.5 No employee shall be transferred for disciplinary reasons without "Just Cause".

10.0 EMPLOYEE EVALUATIONS

10.1 Employees will be subject to annual evaluations which shall be done by the employee's immediate supervisor. The employee's first evaluation shall be completed by one year after the employee's date of hire or promotion. The following evaluation shall be completed by the end of the month preceding the employee's anniversary date of hire or promotion. Evaluations shall be forwarded to the employee's Division Commander who shall review the evaluations for completeness. The Division Commander may choose to review the evaluation with the employee or delegate responsibility to the immediate supervisor who shall review the evaluation with the employee. The evaluation shall be received by the employee as directed by the Division Commander and the employee shall sign the evaluation form stating that it has been reviewed. An employee who receives an overall evaluation of unacceptable may grieve said evaluation under the provisions of ARTICLE 4 GRIEVANCE PROCEDURE.

10.2 An employee's evaluation shall be maintained and used for purposes of promotional consideration, transfer considerations, step increases and for purposes deemed necessary for the good of the department.

10.3 All employees will be given the opportunity to file a rebuttal attached and filed with the evaluation within five (5) calendar days of receipt of the evaluation. All employees will be given a copy of his/her own evaluation.

11.0 HOURS OF WORK-OVERTIME

11.1 Employees will be required to work an average of forty (40) hours per week in accordance with their normal work schedule. The normal work schedule shall be five (5) consecutive eight (8) hour shifts. The work period shall start fifteen (15) minutes before hand and end fifteen (15) minutes after their assignment. Employees will be granted one half hour uninterrupted lunch period per shift.

11.2 The **Association** recognizes that changes in shift assignment may be necessary in order to replace officers who are absent or to meet operational needs. If a change in shift assignment is required, the affected officers shall be provided as much prior notice as possible.

11.3 Exchange of shifts may be requested by one employee to another employee. No exchange shall be granted unless there is mutual agreement between the two (2) parties and shall be subject to the approval of the Chief of Police or his designated representative. No additional cost to the Department should result from this practice.

11.4 All employees working in excess of forty (40) hours in a given work week or in excess of eight (8) hours per shift shall be entitled to overtime pay at the rate of one and one half (1.5) times the employee's regular hourly rate of pay. Any employee requesting compensation for

overtime work must complete an overtime duty request (Form LPD-86-2) stating his/her name, date and completing the form describing the circumstances under which the overtime duty was necessitated. The employee requesting overtime must indicate in writing his/her preference for payment or compensatory time off. Compensatory time off is time that has been awarded in lieu of payment for overtime. The request for compensatory time off is a voluntary nature and no employee working overtime shall be forced by the Department to accept compensatory time off in lieu of payment for overtime. Granting and use of compensatory time off shall, however, be at the discretion of the Chief of Police or his designated representative based on the needs of the Department and shall be distributed at a rate of one and one-half (1.5) times the overtime hours worked. Compensatory time shall be limited to a maximum of **eighty (80) hours** per employee. Any overtime worked by an employee in excess of **eighty (80) hours** of compensatory time shall be paid to the employee. Only actual time worked, holiday pay and/or sick leave used as a direct result of employment related injuries will count toward overtime pay at the rate of one and one half times the employee's hourly rate of pay. "Actual time worked" shall include vacation, compensatory time, injury on duty time, and other forms of recognized leave, but shall not include regular sick leave taken within twenty-four (24) hours of the overtime shift or at any time during the same payroll period.

The Administrative Division Commander shall be responsible for the record keeping of officer's/employee's accrued compensatory time and at the end of each month a record of that accrued time shall be posted. At that time, any officer/employee questioning his compensatory time off record should bring the matter to the attention of the Administrative Division Commander.

Upon termination of an officer/employee, the Chief of Police reserves the right to either pay the terminating officer/ employee for his/her accrued compensatory time off or may, at his discretion, order the officer/employee to take the time off prior to his/her termination.

11.5 Time worked on outside details or private work details will not be counted in determining the number of hours worked in the work week.

12.0 CALL BACK PAY

12.1 In the event an employee is called back to work after leaving the work premises at the end of his/her regular shift, he/she shall receive call back pay at a rate of one and one-half (1.5) times his/her regular hourly rate. Call back pay shall not be applicable to time worked when such time worked coincides with the start or end of the employee's regular shift.

For each and every call back, a minimum of three (3) hours will be paid at the rate described above, in one three-hour block, at which time pay will be hour-for-hour.

13.0 COURT TIME

13.1 Any employee required to appear in Court outside his/her regularly scheduled shift shall receive payment at one and one half (1.5) times his/her regular hourly rate. The officer shall

receive a minimum of three (3) hours of overtime if it is morning court and the officer shall receive a minimum of three (3) hours of overtime if it is afternoon court. Exception – If an officer is working the "4 p.m. to 12 midnight shift/C Watch", he/she shall receive a minimum of three (3) hours overtime if it is in the morning and a minimum of two (2) hours overtime if it is afternoon court. Should such appearance be cancelled and the employee is not notified of said cancellation prior to 0800 hours, then the employee shall still receive the stated three (3) hours pay. The commencement of the calculation of time spent at court shall begin at the appointed time for the specific court proceeding. This article shall apply only to criminal matters being prosecuted by the Laconia Police Department or the Office of the Belknap County Attorney, and to administrative hearings of civil matters arising from the officer's role in criminal or civil matters as a police officer in the City of Laconia. This section shall not apply to an officer participating in union matters or adversarial proceedings against the City of Laconia. All subpoenas received from private entities of civil litigants should immediately be directed to the prosecutor and/or the Operations Division Commander to ensure that the officer is the proper subject of the subpoena. In addition, any fees collected by an officer for participation in any administrative, civil or criminal hearing shall be turned over to the Administrative Division Commander.

14.0 DETAILS

14.1 All outside and private details shall be worked on a voluntary basis. Outside duty requests shall be posted as soon as practicable. Any qualified sworn police officer regardless of rank may be eligible to work outside duty.

14.2 Known outside duty shall be listed on un-posted schedules and schedules shall be posted no later than four weeks before shift change. Officers will be given forty-eight hours notice that the next monthly schedule will be posted at a particular date and time. Included in the notice will be a reference that there are available outside duty assignments that need to be filled. Any qualified sworn officer may sign up for a detail at the time of posting. An officer may not sign up for more than one known detail at that time except as provided in Section 14.3, below.

14.3 If a detail goes unfilled up to seventy-two hours prior to the start of a detail any qualified officer may then sign up.

14.4 Hours of outside details worked by a particular officer shall not interfere with regularly scheduled shifts.

14.5 Emergency outside details that are requests for a police officer as soon as possible shall be filled by the senior officer on duty using whatever means that are reasonable and necessary.

14.6 The hourly rate for outside duty with a four-hour minimum shall be set as follows for periods commencing on July 1st:

Outside Details **$45.00**

If less than a two hour cancellation, the four-hour minimum will be paid.

14.7 The rate of outside duty shall be set at one and one half (1.5) times the hourly rate on Sundays, Thanksgiving, Christmas Day, Christmas Eve, New Years Eve, and New Years Day.

15.0 LEAVE

15.1 Employees shall earn sick leave at the rate of (1/4) day for each week worked. Such leave shall accrue at this rate regardless of the hours worked in a week, except that no employee shall accrue sick leave during any unauthorized leave or unpaid leave of absence, while on non-job related sick leave in excess of a continuous five day period or while on Family and Medical Leave.

Employees may accrue up to ninety (90) days of sick time.

Upon retirement, lay off or death, employees will be entitled to the accumulated sick time he/she has on the books at a rate of pay equal to the rate at the time of the employee's separation. In the event of death, the benefit shall be paid to the employee's beneficiary. **Association members hired after July 1, 2014, will be entitled to 50% of their accrued sick time.**

After three (3) working days absence, the employee shall produce a doctor's note indicating that the employee has been seen for legitimate medical reasons as a condition for payment.

Abuse of sick leave may result in discipline up to and including termination.

15.2 Employees can earn the following incentive days if on July 1st their sick balance is:

30 – 59 Days Balance	-	One Incentive Day
60 – 89 Days Balance	-	Two Incentive Days
90 Days Balance	-	Three Incentive Days

15.3 Vacation benefits shall be provided to employees (full-time) and shall be figured from the hire date (date of employment) as follows:

At the completion of one through six years of service	**10 Days**
At the start of seven years through twelve years of service	**15 Days**
At the start of thirteen years through nineteen years of service	**20 Days**
At the start of twenty years of service or more	**25 Days**

No more than a maximum of one half of an employee's vacation may be used during the months of June, July, and August and shall be granted subject to the approval provisions provided below.

Employees are to take vacation time to which they are entitled in the current accrual year. Carry over of vacation time from one year to the next and the terms and conditions of such carry over shall be assessed on a case-by-case basis and shall be granted at the sole discretion of the Chief of Police. Any unauthorized unused annual leave shall be forfeited.

Vacation leave use must be requested by all employees at least thirty (30) days in advance of the date the leave is requested for. The request will be done by an employee completing a department supplied form for that purpose. The form shall then be submitted to the Operations Division Commander for purposes of approval and scheduling. The Operations Division Commander's decision shall be subject to the review and approval of the Chief of Police. The Operations Division Commander or the Chief must approve or deny the requested vacation time within ten (10) days of it being filed.

Vacation time may be taken in half day, four (4) hour increments.

Vacation pay shall be figured at the employee's base rate of pay. In the event of termination, resignation, layoff, retirement or death, the eligible employee or his/her beneficiary shall be entitled to payment for all unused vacation leave.

15.4 Employees who are required, as members of the National Guard or a Reserve Unit, to attend a training period not to exceed fifteen (15) days will be granted the necessary time off with pay. They will be paid the difference in the amount they normally receive from the City of Laconia and the amount received from the government for this training. Such employees shall present to the department a statement from the Commanding Officer as to the length of training and the amount of monies received for the period of training.

A reservist or member of the National Guard may make application to the Chief of Police for a leave of absence without pay to attend training.

Reservists or guardsmen may request that their vacation leave or portion thereof be scheduled for the period of their military training.

15.5 Family and Medical Leave shall be provided in accordance with Department policy affixed hereto as Attachment 1.

15.6 Leaves of absence for jury duty will be granted to full-time employees of the Laconia Police Department and upon presentation of proof of such duty and compensation received, the Department will pay the employee the difference between the amount he/she receives for jury duty and his/her regular straight time wage for that period.

15.7 Any employee may submit a written request for a leave of absence to initiate or to continue in higher education. Such request will be considered by the Laconia Police Commission on a case by case basis, based upon the significance of the education as directly related to the officer's/employee's performance of duties in relation to the Laconia Police Department. A factor in determining the granting of such a request would be consideration of the

best interest of the Laconia Police Department. Decisions of the Commission shall be final and binding. Such leaves are without pay.

15.8 In the event of death of an employee's mother, father, spouse, child, brother, sister, mother-in-law, father-in-law, grandparents, **siblings of spouse, grandparents of spouse**, bereavement leave of four (4) working days with pay between the date of death and the date of the funeral, inclusive, shall be granted and shall not be deducted from sick leave.

An employee may submit a written request to the Chief of Police for his approval for an extension of this benefit in extreme circumstances.

15.9 Any employee confronted with an emergency situation may seek approval from the Chief of Police for use of paid annual/sick leave to enable him/her to be absent from work during the emergency. The Chief of Police may grant the use of paid annual/sick leave after evaluating the situation on a case by case basis. The number of days granted shall be at the discretion of the Chief of Police. Decision of the Chief of Police shall be final and binding.

15.10 An employee may be granted time off during his/her regularly scheduled shift with pay to attend any meeting or hearing relating to a grievance he/she may file provided he/she has prior permission from his/her Watch Supervisor and the amount of time involved is not unreasonable.

15.11 Any employee who, after submitting a request to the Administrative Division Commander, wishes to transfer accrued leave to another employee may do so with the Chief of Police's approval under the following conditions:

1. The employee receiving the leave must be on sick leave or injury leave and have used up all earned time (vacation and compensatory time).

2. The employee transferring the leave may request a transfer of sick leave, provided that the employee transferring the sick leave will have at least a balance of twenty (20) days sick time on the books after the transfer.

3. An employee may not transfer sick leave to another employee who wishes to take a leave of absence, extend annual leave, or cover a disciplinary suspension.

4. Any employee wishing to transfer more than fifteen (15) days in any twelve (12) month period may do so with permission of the Chief of Police.

5. Any Officer/employee receiving donated time will continue to be bound by the caps on accrual of all other forms of leave from year-to-year.

16.0 HOLIDAYS

All employees of the Laconia Police Department are entitled to holiday pay and/or time off for the following holidays:

New Year's Day
Martin Luther King Day
Presidents' Day
Christmas Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
Day After Thanksgiving

17.0 GROUP INSURANCE

17.1 The plan will be similar to the Harvard Pilgrim HMO Best Buy.

HMO Low $20 - $2,000 (LMF)

For all members enrolled in the health insurance on July 1, 2014, 2015, and 2016, a payment of $250 will be issued to each member as a health insurance stipend.

The City will place $1,000 into an HRA account for each member enrolled in the health plan, each year of the plan (single, two-person or family).

17.3 Co-Pay Health Insurance Premiums.

2014 – 2015	**8%**
2015 – 2016	**9%**
2016 – 2017	**10%**

In the event that the health benefit plan offered to members of the Laconia Police Officers Association, in accordance with this Agreement, becomes subject to the excise tax on high cost health plans, the City shall provide the Association with notice within seven (7) days of the employer becoming aware that the plan may be subject to the tax based on prospective costs exceeding the applicable dollar limit established pursuant to 26 USC 49801. The notice will include the prospective costs of the plan(s) and be accompanied by statements from the health insurer, carrier, and/or plan actuary certifying that costs for the ensuing plan year shall exceed the applicable limit. The employer shall promptly provide the Association with information relevant and necessary to verifying prospective plan costs subject to any restrictions under Law.

Within sixty (60) days of the notice described above, the City shall provide the Association with plan design change options (increases in co-insurance, co-payments, deductibles, narrower networks, higher out of pocket limits, etc.) accompanied by the cost

reduction to the plan associated with each change. The employer shall obtain estimated plan cost reductions for other plan design options proposed by the Association. The Association shall select from the plan design option offered by the City plan changes that will reduce prospective plan costs below the applicable dollar limits. In the event that the Association fails or refuses to select plan changes, the City may implement a plan change of its choosing that will reduce prospective plan costs below the applicable dollar limits.

Fifty percent (50%) of the City's cost savings resulting from plan design changes shall be used to offset required health care benefit contributions from employees. Upon application of the plan design cost savings, the employee percentage contribution in each year described in Article 17.3 shall not change, but the City shall reduce the total amount paid by employees by the amount saved by the City at each tier level.

17.5 Health Insurance Buy-Out: This program is provided to employees who are eligible for the City of Laconia's group health insurance and elect not to enroll in the City's plan for the fiscal year (July 1 through June 30). This program will not apply to employees whose spouse is employed by the City of Laconia.

Upon proof of other health insurance coverage, the City will pay the employee a payment of $50% of the City's cost of a single plan, payable in quarterly installments. These payments will be subject to Federal taxes. For those individuals who opt out of the City's plan during the fiscal year, that year's quarterly payments will be pro-rated.

If a qualifying event occurs where the employee is no longer eligible for coverage on the non-City plan, he/she must notify the City's Personnel Specialist in writing within thirty (30) days of this event, at which time the lump sum payment will terminate.

17.6.1 The City shall administer an individual and/or family dental insurance plan to employees who elect such insurance. Employees who elect to participate in the dental insurance plan shall pay 100% of the cost of that insurance.

Employees agree that if another City of Laconia Bargaining Unit is granted dental insurance, paid part or in whole by the City, exclusive of the dental benefits provided in the health insurance plan, as a benefit during the duration of this Agreement, dental insurance shall be open to negotiations by the parties at that time.

18.0 WORKERS' COMPENSATION

The Commission agrees to provide and pay 100% of the premium for workers' compensation coverage and benefits as prescribed and to the extent required by the laws of the State of New Hampshire. However, employees may use their accrued sick leave benefits to supplement workers' compensation benefits and/or light duty pay up to an amount equal to their normal take home pay.

19.0 RETIREMENT

The Commission agrees to provide retirement coverage and benefits as prescribed and to the extent required by the laws of the State of New Hampshire.

20.0 WAGES

20.0 Amended summary of pay scales to provide for the following increases as Follows:

October 1, 2014	**2.0%**
July 1, 2015	**2.25%**
July 1, 2016	**2.5%**

20.1 Firearms instructors, defensive tactics instructors, and driving instructors shall receive the following instructor's pay to be paid annually, on or about December 1st:

Firearms	$300.00 Annually
Defensive Tactics	$200.00 Annually
Driving Instructor	$200.00 Annually

20.2 Shift Differential.

C-Watch (1545 – 0015 Hours)	**$.60 per Hour**
A-Watch (2345 – 0815 Hours)	**$.80 per Hour**

For shifts that carry over from one shift to another, shift differential shall be paid at the beginning shift rate. Shift differential pay will not change for an OT shift.

21.0 LONGEVITY

Longevity shall be paid to employees during the month of the employee's anniversary as follows:

5 years	1 days pay plus one (1) incentive day
10 years	2 days pay plus one (1) incentive day
15 years	3 days pay plus one (1) incentive day
20 years	4 days pay plus one (1) incentive day
25 years	5 days pay plus one (1) incentive day

22.0 UNIFORM CLEANING ALLOWANCE

22.1 A uniform cleaning allowance will be paid to a vendor on behalf of each member in accordance with the following monthly rate:

$24.50

22.2 Each member assigned to the Detective Unit shall receive a clothing allowance of $400 in the first year assigned and $300 for each year thereafter. Said clothing allowance shall be paid semi-annually.

23.0 MANAGEMENT RIGHTS

Section 1

It is agreed that except as specifically delegated, abridged, granted or modified by this Agreement or required by Statutory Law, all of the rights, power, and authority the Department possessed prior to the signing of this Agreement are retained by the Department and remain the exclusive right of Management without limitation.

Management of the Department, its operation, direction of the workforce and the authority to execute all the various duties, functions, and responsibilities in connection therewith are vested in the Department. The exercise of such duties, functions and responsibilities shall not conflict with this Agreement.

It is understood and agreed that the Department has all the customary and usual rights, powers, functions, and authority of Management. Any of the rights, powers, functions or authority which the Department had prior to the signing of this Agreement, including those in respect of rates of pay, hours of employment, or conditions of work, are retained by the Department except as those rights, powers, functions or authority are specifically abridged or modified by this Agreement.

Without limitation, but by way of illustration, the exclusive prerogatives, functions, and rights of the Department shall include the following, except as abridged or modified by this agreement;

To plan, direct, supervise and control all operations, functions and policies of the Department in which the employees in the Bargaining Unit are employed.

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

To establish, revise and implement standards for hiring, classification, evaluation, promotion, quality of work, safety, materials, uniforms, appearance, equipment, methods, policies and procedures, work rules and regulations.

To assign shifts, work days, hours of work and work locations subject to the terms of this contract.

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

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

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

To discipline, suspend, demote or discharge an employee for just cause, subject to the terms of this contract and other pertinent law.

To assign and distribute work.

To determine the need for additional educational courses, training programs, on-the-job training and cross-training.

To contract out any work it deems necessary in the interests of efficiency, economy, improved work product, equipment or emergency.

To determine the Mission, Policies, and Standards of service offered to the public.

The Department may prepare, issue, enforce rules and safety regulations necessary for safe, orderly, and efficient operations.

24.0 FIELD TRAINING OFFICERS

Field Training Officers shall have a minimum of one year law enforcement experience and not be a probationary employee.

A one-year appointment shall be made at the discretion of the Administrative Division Commander. Officers interested shall submit letters to the Administrative Division Commander explaining their interest. Letters may be submitted at any time.

The Administrative Division Commander may appoint as many F.T.O.'s as he feels necessary to carry out the training function.

Appointment is based upon interest in the assignment, job knowledge, ability to communicate and instruct, law enforcement experience, organization skills, thoroughness, patience and prior personnel evaluations.

While assigned to train a full time recruit officer, the F.T.O. will receive a pay adjustment of ten (10) percent over his/her hourly rate of pay. The ten percent incentive included in this article shall be afforded only for individual, not group, training, instruction, or evaluation.

25.0 RECRUITING INCENTIVE

Section 1: Incentive

The Laconia Police Commission recognizes the benefits of hiring certified patrol personnel as well as professional, qualified, unsworn personnel. In an effort to encourage officers/employees to assist in recruiting qualified personnel, the Commission has authorized a recruiting incentive policy, described as follows:

1. Any officer/employee who introduces a prospective officer/employee who is a certified police officer and this introduction results in the hiring of that person, the officer/employee making the introduction will be granted three days off with pay at the discretion of the Administrative Division Commander and subject to the normal scheduling and approval requirements.

2. Any officer/employee who introduces a prospective officer/employee who is non-certified or for a civilian position within the Department which results in the hiring of that person, the introducing officer/employee will receive one day off with pay at the discretion of the Administrative Division Commander and subject to the normal scheduling and approval requirements.

Section 2: Qualification

1. To qualify for this recruiting incentive, the officer/employee must provide the Administration with a completed application, provide the prospective officer/employee with a tour of the facility and make an introduction of the officer/employee to the Administrative Division Commander.

2. Nothing in this policy will abbreviate the Department's hiring process currently in effect. The entire procedure will be followed and the officer/employee making the introduction will only be eligible subsequent to the hiring of the person introduced.

Section 3: Use of Incentive

All officers/employees wishing to utilize a recruitment incentive day off shall be required to complete a form provided by the Department for this purpose. This form will then be submitted to the Scheduling Officer for approval. After he has approved it, he shall forward it to the Administrative Division Commander who shall check that officer's/employee's recruitment incentive records to determine that the officer/employee is eligible for the day off. He shall then forward the request to the Chief of Police for final approval.

26.0 PERSONAL DAYS

26.1 Bargaining unit employees shall be entitled to three (3) paid personal leave days which shall be accrued annually on April 30, August 31, and December 31, of each year. Personal days

shall be accruable up to a maximum of five (5) days. Any employee who accrues a sixth day, must use the sixth personal day within thirty days after the date of accrual or said day shall be forfeited. The use of personal days shall be governed by Written Directive P-102, Section XII, and any future applicable revisions.

27.0 EDUCATIONAL BENEFITS

Any member desirous of furthering his/her education will be reimbursed the cost of undergraduate or graduate education not to exceed $1,000 annually. This reimbursement will be given upon successful completion of said course with a C average or greater. Curriculum must, however, be pertinent to law enforcement, police science, police administration, and approved by the Chief of Police.

28.0 SEPARABILITY

Should any article, section or portion thereof of this Agreement be in violation of a State law or Municipal ordinance, or be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific article, section or portion thereof directly specified in the decision upon the issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated article, section or portion thereof and the remainder of the Agreement shall remain in full force and effect.

29.0 DURATION OF THE AGREEMENT

This Agreement shall remain in full force and effect commencing **October 1, 2014**, and shall continue in full force and effect through midnight of **June 30, 2017**. Thereafter, this Agreement shall remain in effect from year to year unless otherwise provided in any section herein, or unless written notice of desire to cancel, modify, or terminate the Agreement is served by either party upon the other at least one hundred and twenty (120) days prior to the City's budget adoption date.

IN WITNESS WHEREOF, the parties hereto have caused these present to be signed by their duly authorized officers and representative or either, on the 18th day of September, 2014.

FOR:
THE LACONIA POLICE COMMISSION

FOR:
THE LACONIA POLICE OFFICERS
ASSOCIATION

ATTACHMENT 1

LACONIA POLICE COMMISSION

LACONIA POLICE DEPARTMENT

FAMILY AND MEDICAL LEAVES OF ABSENCE

I. GENERAL PROVISIONS

Under the provisions of the Family and Medical Leave Act of 1993 ("FMLA"), all employees who worked at least 1,250 hours during the prior twelve (12) months are entitled to take not more than twelve (12) work weeks unpaid FMLA leave of absence in a twelve (12) month period (as defined below) in the event of:

(A) the birth of a child in order to care for the child (leave must be taken within twelve (12) months of the birth);

(B) an adoption or foster care placement of a child in order to care for the child (leave must be taken within twelve (12) months of the placement);

(C) a serious health condition of the employee's parent, spouse, minor child, or adult child when the ill person is not capable of self-care and the employee is needed for such care; or

(D) a serious health condition of the employee which results in the employee's inability to perform his or her job.

As stated above, an eligible employee is entitled to a total of twelve (12) work weeks of leave during any twelve (12) month period. That twelve (12) month period is defined as a "rolling" twelve (12) month period measured backward from the date an employee begins any FMLA leave. Each time an employee begins a FMLA leave; he is eligible to use any of the maximum of twelve (12) weeks leave not used in the prior twelve (12) months. For example, if an employee has used eight (8) weeks of FMLA leave during the twelve (12) months prior to a new leave request, the employee is then eligible to take an additional four (4) weeks of leave. As further example, if an employee takes four (4) weeks of FMLA leave beginning September 1, 1994, and four (4) weeks of FMLA leave beginning December 1, 1994, an employee requiring additional FMLA leave on March 1, 1995, would have four (4) weeks of FMLA leave available. In other words, the number of weeks which an employee has available upon the beginning of a FMLA leave shall be twelve (12) weeks less the number of FMLA leave weeks taken in the twelve (12) month period prior to the beginning of the current FMLA leave (the "Available Leave Weeks").

FMLA leaves for the birth or placement for adoption or foster care of a child, as described in paragraphs A and B above, must be taken all at once unless otherwise agreed to by the Department. If medically necessary, FMLA leaves due to illness as described in paragraphs C and D above may be taken on an intermittent or reduced leave schedule. If FMLA leave is requested on this basis, the Department may require the employee to transfer temporarily to an alternate position which better accommodates periods of absence or a part-time schedule, provided that the position has equivalent pay and benefits.

When a FMLA leave is approved, an employee's accrued, unused vacation and/or sick time will be included as part of the twelve (12) week leave requirement for A, B or C FMLA leaves listed above. For example, an employee with two (2) weeks earned, unused vacation is required to use that time before taking not more than ten (10) additional unpaid weeks. In addition, for type C and D FMLA leave, an employee will be required to use all accrued sick time.

When an employee requests any leave of absence which qualifies as leave under the FMLA, the Department may designate such leave as FMLA leave upon written notification to the employee.

II. STATUS OF EMPLOYEE BENEFITS

While on FMLA leave, employees may continue to participate in the Department's group health insurance in the same manner as employees not on FMLA leave. In the event of unpaid FMLA leave, an employee shall pay to the City's Finance Director the employee's share of any medical insurance premiums once per month in advance on the first day of each month. In the event that the employee elects not to return to work upon completion of a FMLA leave of absence, the Department may recover from the employee the cost of any payments to maintain the employee's medical coverage, unless the employee's failure to return to work was for reasons beyond the employee's control.

Benefit entitlements based on length of service will be calculated as of the last paid work day prior to the start of the leave of absence; for example, an employee on leave will not accrue vacation or sick time. At the end of an authorized FMLA leave, an employee will be reinstated to his or her original or a comparable position.

III. BASIC REGULATIONS AND CONDITIONS OF LEAVE

The Department will require medical certification to support a claim for FMLA leave for an employee's own serious health condition or to care for a seriously ill child, spouse or parent. For the employee's own medical leave, the certification must include a statement that the employee

is unable to perform the functions of his or her position. For FMLA leave to care for a seriously ill child, spouse or parent, the certification must include an estimate of the amount of time the employee is needed to provide care. In its discretion, the Department may require a second medical opinion and periodic recertification at its own expense. If the first and second opinions differ, the Department, at its own expense, may require the binding opinion of a third health care provider, approved jointly by the Department and the employee.

IV. NOTIFICATION AND REPORTING REQUIREMENTS

When the need for FMLA leave is foreseeable, such as the birth or adoption of a child, or planned medical treatment, the employee must provide reasonable prior notice, and make efforts to schedule leave so as not to disrupt Department operations. In cases of illness, the employee will be required to report periodically on his or her FMLA leave status and intention to return to work. At the expiration of any FMLA leave due to the employee's own illness, the employee must present a written authorization from his/her doctor stating that the employee is ready to return to work.

V. PROCEDURES

(A) A Request for Family and Medical Leave of Absence Form must be originated in duplicate by the employee. This form should be completed in detail, signed by the employee, submitted to the immediate supervisor for proper approvals, and forwarded to the Chief of Police. If possible, the form should be submitted thirty (30) days in advance of the effective date of the FMLA leave.

(B) All requests for FMLA leaves of absence due to illness must include the following information attached to a completed Request for Family and Medical Leave of Absence Form:

Sufficient medical certification stating:

1) the date on which the serious health condition commenced;
2) the probable duration of the condition; and
3) the appropriate medical facts within the knowledge of the health care provider regarding the condition.

In addition, for purposes of FMLA leave to care for a child, spouse, or parent, the certificate should give an estimate of the amount of time that the employee is needed to provide such care. For purposes of FMLA leave for an employee's illness, the certificate must state that the employee is unable to perform the functions of his or her position. In the case of certification for intermittent FMLA leave or FMLA leave on a reduced leave schedule for planned medical treatment, the dates on which such treatment is expected to be given and the duration of such treatment must be stated.

VI. COORDINATION WITH MATERNITY LEAVE

The Department provides employees a leave of absence for the period of temporary physical disability resulting from childbirth and related medical conditions. A maternity leave begins when an employee is medically determined to be disabled and ends when medically determined to be able to return to work.

Maternity leave will be treated in the same manner as a type D FMLA leave of absence; that is, the employee is required to exhaust accrued, unused vacation, personal and sick time before taking any unpaid leave. However, maternity leaves are not limited by any measure other than the period of medical disability.

An employee who uses less than the Available Leave Weeks for type D leave for maternity may take additional type A FMLA leave after the end of the disability period for a period not to exceed the Available Leave Weeks.

VII. COORDINATION WITH OTHER DEPARTMENT POLICIES; REFERENCE TO FMLA AND FEDERAL REGULATIONS

In the event of any conflicts between this policy and other Department policies, the provisions of this policy shall govern; however, if any provision of the collective bargaining agreement exceeds the benefit offered herein the agreement shall control for those covered employees. The FMLA and the FMLA federal regulations issued by the U.S. Department of Labor contain many limitations and qualifications for entitlement and governance of FMLA leave not stated herein. The terms of the FMLA and the FMLA federal regulations are incorporated herein and will be applied in all instances of requested or designated FMLA leave.

Laconia Police Department

Summary of Pay Scales for FY 2015-2016

RANK		1	2	3	4	5	6	7	8	9	10	11
Division		$ 87,858.65	$90,494.39	$93,209.32								
Commander		$1,689.59	$1,740.28	$1,792.49								
Lieutenant		$76,935.50	$79,627.65	$82,414.70	$85,299.38							
		$1,479.53	$1,531.30	$1,584.90	$1,640.37							
Uniformed		$60,806.49	$63,257.84	$65,752.57	$68,420.86	$71,110.83	$73,974.30	$75,666.44				
Sergeant		$1,169.36	$1,216.50	$1,264.47	$1,315.79	$1,367.52	$1,422.58	$1,455.12				
		$29.23	$30.41	$31.61	$32.89	$34.19	$35.56	$36.38				
	probationary								after 8 yrs.	master ptl.	master ptl.	master ptl.
Patrolman	$43,430.11	$44,015.83	$45,881.46	$47,855.55	$49,916.42	$52,085.76	$54,320.17	$56,185.80	$58,463.61	$60,806.49	$61,999.62	$63,236.14
	$835.19	$846.46	$882.34	$920.30	$959.93	$1,001.65	$1,044.62	$1,080.50	$1,124.30	$1,169.36	$1,192.30	$1,216.08
	$20.88	$21.16	$22.06	$23.01	$24.00	$25.04	$26.12	$27.01	$28.11	$29.23	$29.81	$30.40
MIS *		$43,278.25	$44,818.48	$46,358.71	$48,029.10	$49,634.41	$51,391.57	$53,192.12	$55,079.44	$56,424.43	$58,637.15	
		$832.27	$861.89	$891.51	$923.64	$954.51	$988.30	$1,022.93	$1,059.22	$1,085.09	$1,127.64	
		$20.81	$21.55	$22.29	$23.09	$23.86	$24.71	$25.57	$26.48	$27.13	$28.19	
Dispatcher		$35,316.79	$36,705.17	$38,115.23	$39,742.24	$41,260.77	$42,952.85	$44,666.53	$46,413.79	$47,571.54	$49,786.26	
		$679.17	$705.87	$732.99	$764.27	$793.48	$826.02	$858.97	$892.77	$914.88	$957.43	
		$16.98	$17.65	$18.32	$19.12	$19.84	$20.65	$21.47	$22.32	$22.87	$23.94	
Admin. Asst.		$33,646.40	$34,926.31	$36,336.38	$37,746.45	$39,199.68	$40,805.21	$42,323.73	$44,013.83	$45,360.82		
	0.00	$647.05	$671.66	$698.78	$725.89	$753.84	$784.72	$813.92	$846.46	$872.32		
	0.00	$16.18	$16.79	$17.47	$18.15	$18.85	$19.62	$20.35	$21.16	$21.81		

* 1 position is grandfathered into this payscale maxing out at step 8 1/1/2013

Civil. Seasona $11.00 hr.

Civil. Pt. $13.00 hr.

2.25% cola