

TOWN OF LITCHFIELD, NEW HAMPSHIRE
EMPLOYMENT CONTRACT

 ORIGINAL

AGREEMENT made this **22nd day of October 2018** by and between the Town of Litchfield (hereinafter "EMPLOYER") and Joseph E. O'Brion, Jr. (hereinafter "EMPLOYEE".)

FOR AND IN EXCHANGE OF the mutual promises contained herein, the parties hereby agree that the following terms and conditions shall govern the employment, duties, salary and benefits to which EMPLOYEE shall be obligated and entitled as Chief of Police of the Town of Litchfield pursuant NH RSA 105:1.

1.0 DURATION:

This Agreement shall commence on January 1, 2019 and terminate on March 31, 2020.

2.0 COMPENSATION AND BENEFITS:

2.1 Salary. EMPLOYEE shall receive a the sum of \$2,022.80 per week as salary effective January 1, 2019 (1% increase). It is acknowledged and agreed that EMPLOYEE is an "exempt" employee as that term is defined in the Fair Labor Standards Act and in that regard EMPLOYEE agrees and acknowledges that he is not entitled to be paid overtime for any hours worked beyond 40 hours in a workweek.

2.2 Earned Time. Employee shall accrue annually 320 hours of Earned Time.

2.2.1 Employee accrued leave balance as of January 1, 2019 shall be 554 hours (241 hours vacation and 313 hours sick). This amount shall be considered "vested" at an hourly rate of \$48.13 for a total of \$26,664.02.

2.2.2 Effective March 1, 2019 the Town will pay up to \$36,000.00 into EMPLOYEE 457-b retirement plan using available vested or accrued earned/vacation and sick time. All payments shall be subject to usual withholding (employee federal taxes, employee New Hampshire Retirement Contribution, and employee Medicare taxes).

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2.2.3 Employee shall be subject to all provisions of the Earned Time Policy as set forth in the Personnel Policy, except for the buyback provision in 2019 and the minimum usage of Earned Time shall be 10 days not 15 days.

2.3 Holidays. EMPLOYEE shall receive the same paid holidays as other town employees.

2.4 Bereavement. EMPLOYEE shall receive three paid bereavement days for deaths in his immediate family. "Immediate family" means spouse, child, grandchild, brother, sister, parent, step-parent, grandparent, parent-in-law, brother-in-law, sister-in-law, aunt, uncle, niece, nephew, uncle in-law, aunt in-law, or other blood relative or ward residing in the same household as EMPLOYEE.

2.5 Insurance. EMPLOYEE shall be eligible to participate in EMPLOYER's group medical and dental insurance plans along with long and short term disability,

2.5.1 EMPLOYER shall pay Ninety Percent of the premiums associated with such health insurance and EMPLOYEE shall pay Ten Percent of the premiums associated with such health insurance plan.

2.5.2 EMPLOYER shall pay Eighty Percent of the premiums associated with such dental insurance and EMPLOYEE shall pay Twenty Percent of the premiums associated with such dental insurance plan.

2.5.3 EMPLOYER shall pay 100% of the premiums for Short and Long Term Insurance. The short term disability coverage will provide for 66 2/3% of EMPLOYEE base salary for a period of twenty-six weeks. Payments begin the first day after an accident and eight days after an illness. The long term coverage shall provide for payments of sixty percent of EMPLOYEE base salary. Payment begins after one hundred eighty days of qualifying disability.

2.5.4 EMPLOYER shall pay 100% of the premiums for Life Insurance coverage in the amount of Fifty-Thousand Dollars. EMPLOYER may change insurance carriers as the need arises. In any such event, EMPLOYEE shall be notified in advance of any such change.

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2.6 Uniform Allowance. EMPLOYEE shall be provided with a uniform allowance of Four Hundred Dollars per year and any other benefits given to other employees of the Town,

2.7 Retirement. EMPLOYEE shall be eligible to participate in the Policeman's Retirement System (RSA Chapter 103) or the New Hampshire Retirement System (RSA Chapter 100-A)

2.8 Personnel Policy: EMPLOYEE shall be eligible for all benefits as outlined in the Town's Personnel Policy that are not specifically enumerated in this section. EMPLOYEE is subject to Personnel Policy except for those provisions enumerated in his employment contract, herein or rules and regulations of the Litchfield Police Department.

3.0 DUTIES AND RESPONSIBILITIES:

3.1 General. Subject to such written formal policies as may be adopted by the Board of Selectmen, EMPLOYEE shall be the department head of the Police Department and have the authority to direct and control all employees of the Police Department in their normal course of duty and shall be responsible for the efficient and economical use of all Police Department equipment. Employee shall be responsible for disciplining all employees of the Police Department, subject to grievance and appeal rights, if any, to the Board of Selectmen. EMPLOYEE shall report directly to the Board of Selectmen, shall exercise all lawful powers of his office as Chief of Police, and shall issue such lawful orders as are necessary to assure the effective performance of the Litchfield Police Department.

3.2 Law Enforcement. EMPLOYEE shall be responsible for the equal and fair enforcement of all laws coming within the legal jurisdiction of the Town of Litchfield.

3.3 Staffing. EMPLOYEE shall be responsible for planning, directing, coordinating, and staffing all activities of the Police Department. EMPLOYEE shall establish a routine of daily duties to be performed by police officers. EMPLOYEE shall be responsible for assigning, detailing or transferring any member or employee of the Police Department to or from any assignment. EMPLOYEE shall designate a police officer to serve as officer in charge in his absence and shall provide for investigations into all cases of alleged or apparent



misconduct by Police Department members or employees.

3.4 Rules and Regulations. EMPLOYEE shall be responsible for implementing and enforcing all rules, policies, and procedures, general and special orders within the Police Department.

3.5 Reports. EMPLOYEE shall be responsible for the completion and forwarding of such reports as may be required by proper authority.

3.6 Public Relations. EMPLOYEE shall be responsible for public relations with local citizens, local government and other related or law enforcement agencies.

3.7 Police Department Facility and Equipment. EMPLOYEE shall be responsible for the Police Department facility and property and equipment used by the Police Department. EMPLOYEE shall not be permitted to make any structural changes to the Police Department facility without prior consent of the Board of Selectmen, which consent may be withheld for any reason. He shall be responsible for the efficient and economical use of all equipment and shall maintain an inventory and maintenance record system of same.

3.8 Training. EMPLOYEE shall be responsible for the training of all members of the Police Department. EMPLOYEE shall ensure that all members have available a copy of the Rules and Regulations for the Police Department.

3.9 Department Organization. EMPLOYEE shall be responsible for maintaining a professional organizational structure for the Police Department.

3.10 Supervision. EMPLOYEE shall ensure that the duties and responsibilities of members and employees are being properly discharged. EMPLOYEE shall be responsible for the necessary delegation of authority to those under his command.

3.11 Inspection of Licensed Public Places. EMPLOYEE shall exercise general supervision and inspection of all licensed public places within the Town of Litchfield. Notwithstanding the foregoing, it is agreed and understood that the Health Department and the Fire Department shall maintain exclusive control with regard to restaurant inspections

3.12 Continuing Education and Development. The proposed continuing education the EMPLOYEE shall be consistent with industry standards for the continuing education of chiefs of police. The expense of the continuing education shall be paid from the Police Department's budget, if within the budget. EMPLOYEE will develop or adopt new techniques to improve effectiveness in the discharge of the Police Department's obligations. The EMPLOYER will allow the EMPLOYEE to attend classes without loss of compensation in the event the



class is held during day time hours. Upon successful completion of an educational degree while employed by the Litchfield Police Department the EMPLOYEE will receive a one time stipend. Stipends will be in the following amounts: Associates degree \$2000; Bachelor's degree \$4000, Master's degree \$6000.

3.13 Annual Report and Budget. EMPLOYEE shall submit an annual report to the Board of Selectmen concerning the activities of the Police Department. EMPLOYEE will be responsible for the preparation and justification of the annual Police Department budget and for the specification, purchase and control of all department equipment and expenses.

3.14 Records. EMPLOYEE will maintain a personnel record system which shall contain all pertinent information on all Police Department members and employees.

3.15 Employee Discipline. EMPLOYEE shall be responsible for the discipline of Police Department employees, said discipline to be carried out in a manner consistent with the Rules and Regulations of the Police Department and/or in the event the employee is a member of a Collective Bargaining Unit, the Collective Bargaining Agreement.

3.16 Police Prosecutor. EMPLOYEE shall have sole and exclusive authority in the supervision of the Police Prosecutor concerning all prosecutorial and law enforcement matters. EMPLOYEE shall keep currently advised of the status of all legal proceedings in which the police prosecutor is involved on behalf of the TOWN and the State of New Hampshire. EMPLOYEE shall review, examine and approve all bills for expenditures or the payment of money by the Police Prosecutor or in connection with any such legal proceedings. Subject to applicable law and the professional and ethical rules governing the practice of law, EMPLOYEE shall have final authority with regard to any decision to file a criminal complaint or enter into a plea bargain agreement. Notwithstanding the foregoing, it is agreed and understood that pursuant to RSA S 41:10-a, the Police Prosecutor serves at the pleasure of the Board of Selectmen who shall have the sole and exclusive authority concerning matters of appointment or termination.

3.17 Other. EMPLOYEE shall be responsible for any other duties assigned to him from time to time by the Board of Selectmen. EMPLOYEE shall report to and meet with board of Selectmen from time to time as they may require or as may be necessary and he shall submit such reports, budgets and other information concerning the Police Department as may lawfully be required.



4.0 EVALUATION:

EMPLOYEE is expected to perform and operate the Police Department in a professional and up-to-date manner. As such, he will be evaluated by the Board of Selectmen at a minimum, annually, in writing, with respect to the Duties and Responsibilities set forth in Paragraph 3 of the within Agreement.

5.0 LIABILITY:

The Town agrees to furnish professional police liability insurance for the EMPLOYEE in the amount of One Million Dollars covering lawsuits arising from false arrest, civil rights, use or force or firearms, and any others which may occur as a result of the performing his official duties.

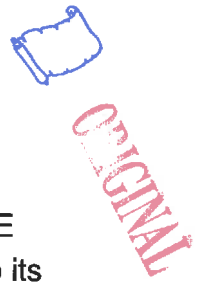
6.0 AUTOMOBILE:

The Town shall provide a vehicle for use by EMPLOYEE and all attendants operating and maintenance expenses and insurance shall be paid by the EMPLOYER. Said vehicle is to be used by the EMPLOYEE in the performance of his duties, for official Town business, for his professional growth and development and any other occasions approved by the Board of Selectmen. It may be used by the EMPLOYEE at times, in his best judgment for other reasons since the EMPLOYEE is "ON CALL" in the event of an emergency.

7.0 DISCIPLINE AND DISCHARGE:

7.1 EMPLOYEE shall only be disciplined using methods and procedures as outlined in the Rules and Regulations for the Police Department of the Town which shall include a progressive method of discipline of first a verbal notice, second a written notice, and third suspension or discharge for the same offenses or violation unless such offense is so serious or involves a crime that immediate suspension or discharge is required.

7.2 The Chief of Police may be suspended without pay and/or discharged prior to the expiration of this contract only for just cause upon proper written notice pursuant to RSA 105:2-a. In the event of a termination, EMPLOYEE shall continue to receive salary and benefits for a period of 45 days after the termination date regardless of whether or not EMPLOYEE appeals the termination. In the event of a successful appeal, this amount shall serve as a credit against any back wage award, if any.



8.0 RENEWAL AND TERMINATION:

8.1 Nothing herein shall prevent the EMPLOYER and the EMPLOYEE from renegotiating the terms and conditions of this Agreement subsequent to its execution. Any changes to the within Agreement must be in a writing signed by both parties

8.2 This Agreement may be voluntarily terminated with thirty days written notice upon mutual agreement of the EMPLOYER and the EMPLOYEE.

8.3 Upon the termination of employment of the Chief of Police, he shall be entitled to compensation for all accrued vacation time, Earned Time, and unused sick leave.

8.4 This Agreement shall terminate on March 31, 2020

9.0 MISCELLANEOUS:

9.1 EMPLOYEE is encouraged to take advantage of the latest developments and training in law enforcement and, as such, all dues and expenses relative to professional organizations, meetings and conferences shall be considered normal department expenses.

9.2 EMPLOYEE shall be allowed to attend the annual conferences of the New Hampshire Chiefs of Police, the New England Chiefs of Police and the International Association of Chiefs of Police.

9.3 It is understood and agreed that the EMPLOYEE may be required to work odd hours in order to function effectively and may be required to perform patrols, make field inspections, attend meetings, training, and participate in community activities. During any of the above activities, including attending conferences he shall be considered as working and entitled to any benefits and protection as allowed to him during normal working hours.

9.4 In matters concerning the welfare or liability of the Town, EMPLOYEE may consult with Town Counsel who will advise him in the best manner and interest of the Town and pursuant to the laws of the State of New Hampshire and the ordinances of the Town of Litchfield.

9.5 In matters involving possible discipline, criminal charges or termination of EMPLOYEE he shall have the right to be represented by his attorney at all times and any meetings or hearings relative to such matters will be held in non-public session unless the EMPLOYEE specifically requests that they be held in public session.

9.6 The EMPLOYER will match voluntary EMPLOYEE contributions of

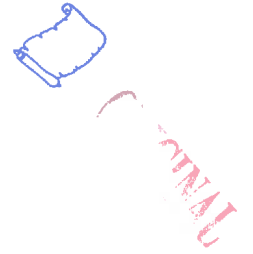


detail earnings to the EMPLOYEE'S 457(b) retirement program on an equal basis up to a total amount of \$1000 per calendar year for detail earnings. Unused match portions cannot be carried over to a subsequent year. The Town match will be paid in lump sum on a quarterly basis. Within two weeks of the end of the quarter, the EMPLOYER will provide the EMPLOYEE a report showing the year to date amount of EMPLOYEE deposits to the 457(b) program. The EMPLOYEE will return the request for the amount of EMPLOYER quarterly match, such that the amount does not exceed the employee's 457(b) contributions attributable to detail earnings and not in excess of the \$1000 cap within seven days. The EMPLOYEE can opt to receive all of his eligible match or a portion thereof in a given quarter, such that all eligible match is paid by the last quarter of the year.

10.0 COMPLETE AGREEMENT, CHANGES AND SEVERABILITY:

This Agreement supersedes all prior contracts and understandings between the EMPLOYEE and the EMPLOYER. No changes or modifications of this Agreement shall be valid unless they are in writing and signed by both parties. The invalidity of any part or parts of this Agreement shall not affect the validity of the remaining parts. The foregoing terms represents the entire agreement between the EMPLOYER and the EMPLOYEE.

EXECUTED this 22 day October of 2018



TOWN OF LITCHFIELD By its Board of Selectmen

Brent Lemire

Brent T. Lemire, Chairman

Date 10-22-18

John R. Brunelle

John R. Brunelle, Vice-Chairman

Kevin C. Bourque, Selectman

Kurt D. Schaefer

Kurt D. Schaefer, Selectman

Steven J. Webber

Steven J. Webber, Selectman

Joseph E. O'Brien, Jr.

Joseph E. O'Brien, Jr., Chief of Police

Date 10/22/18