

**TOWN OF LITCHFIELD, NEW HAMPSHIRE
EMPLOYMENT CONTRACT**

AGREEMENT made this 23 day of January 2017, by and between the Town of Litchfield (hereinafter "EMPLOYER") and Benjamin Sargent (hereinafter "EMPLOYEE").

WHEREAS the EMPLOYER desires to employ the services of EMPLOYEE as Police Captain of the Litchfield Police Department;

WHEREAS the EMPLOYEE desires to accept continued employment as Police Captain for the EMPLOYER;

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 Captain of the Litchfield Police Department.

1.0 DURATION:

This Agreement shall be in effect for an original term of one (1) year, commencing on signing date and ending December 31, 2017. This Agreement will be automatically renewed for 2 consecutive year periods unless either party notifies the other in writing of its intent to terminate this Agreement at least thirty (30) days prior to the expiration of the term. See also, Section 6.0 regarding Renewal and Termination.

2.0 COMPENSATION AND BENEFITS:

2.1 Salary. Commencing January 23, 2017, EMPLOYEE shall receive a gross weekly salary of \$1,634.62 per week which equates to \$85,000 annually. Commencing January 1, 2018, EMPLOYEE shall receive a 2% wage increase. Commencing January 1, 2019, EMPLOYEE shall receive a 2% wage increase. Thereafter, future adjustments to salary shall fall under the Town's prevailing wage plan for salary adjustments and evaluation. 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, including any time spent outside of his normal working hours on administrative matters or attending board meetings and hearings. However, due to anticipated staffing shortages in 2017 and 2018, EMPLOYEE will be allowed to cover regular department shifts, as approved by the Chief of Police. Shift coverage shall be paid at time and one half his regular hourly rate. In 2017, compensation for shift coverage overtime shall not exceed 15% of the EMPLOYEE'S base salary. In 2018, compensation for shift coverage overtime shall not exceed 7.5% of the EMPLOYEE'S base salary. In 2019, EMPLOYEE shall no longer be eligible for shift coverage overtime. If EMPLOYEE is called back to work for various emergency situations, such as but not limited to, crime scenes, bombings, civil disturbances, natural disasters, suicides, suspicious death investigations, use of force investigations, untimely death, internal investigations, sexual assault,

autopsies and to oversee search and arrest warrants, he shall be paid at time and one half his regular hourly rate.

- 2.2 Earned Time. Employee shall accrue 208 hours of earned time per year with a maximum accrual of 320 hours. Current accrued earned time and sick leave will carry forward into this contract and shall be subject to the maximum accrual. All other provisions of the Earned Time section of the Town's Personnel Policy shall apply. The EMPLOYEE will be able to exercise the opportunity for buyouts in both June and December subject to the usage restrictions of the Town Personnel Policy.
- 2.3 Holidays & Bereavement. to follow current town personnel policy.
- 2.4 Disability Insurance. EMPLOYER shall pay 100% of the premiums for Short Term and Long Term Insurance. As of the date of this contract, the short term disability coverage provides for 66 2/3% of EMPLOYEE base salary for a period of twenty-six (26) weeks. Payments begin the first day after an accident and eight (8) days after an illness. The long term coverage provides for payments of sixty percent (60%) of EMPLOYEE base salary. Payment begins after one hundred eighty (180) days of qualifying disability. The Town may change these coverages at its discretion.
- 2.5 Life Insurance. EMPLOYER shall pay 100% of the premiums for Life Insurance coverage in the amount of Twenty Five Thousand Dollars (\$25,000.00). EMPLOYER may change insurance carriers as the need arises. In any such event, EMPLOYEE shall be notified in advance of any such change.
- 2.6 Medical and Dental Insurance. EMPLOYEE shall be eligible to participate in EMPLOYER'S health and dental plans as written in the personnel policy. If EMPLOYEE chooses not to take the EMPLOYER'S offer of Health Insurance and demonstrates coverage under another plan, EMPLOYEE will receive a buy-out based on the level of health insurance for which the employee would be eligible. The value of the buyout will be based on one half of the Town's share of health insurance premium for the HMO (or prevailing equivalent plan), or a pro-rated value for the remaining weeks in the health insurance year based on the EMPLOYEE'S election to participate in the buyout program. Eligible avoided premium cost will be paid to the EMPLOYEE in equal payments through the EMPLOYER'S regular payroll process. EMPLOYER may change insurance carriers, plans, benefits, or its payment policy as the need arises. In any such event, EMPLOYEE shall be notified in advance of any such change.
- 2.7 Uniform Allowance. EMPLOYEE shall be provided with a uniform allowance of Five Hundred dollars (\$500) per year
- 2.8 Retirement. EMPLOYER shall maintain membership of EMPLOYEE in the New Hampshire Group II retirement benefits, and make appropriate contributions as required by State.
- 2.8.1 The EMPLOYER offers a voluntary retirement deferred compensation plan commonly referred to as 457(b) plan.
- 2.8.2 The EMPLOYER will match voluntary EMPLOYEE contributions to a 457(b) retirement plan up to \$2,000.
- 2.10 Sick Leave Pool and Sick Pool hours. as written in personnel policy
- 2.11 Longevity. as written in personnel policy and paid in same manner as for other eligible employees.
- 2.12 Separation. as written in personnel policy



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3.0 DUTIES AND RESPONSIBILITIES:

- 3.1 General. EMPLOYEE agrees to devote EMPLOYEE'S full time and attention to the position of Captain to the utmost of EMPLOYEE'S skill, training and expertise. Subject to the direction and control of the Chief, the Captain is responsible for the supervision and control of all officers and is personally responsible for the efficiency and effectiveness of the Police Department. The Captain performs various functions relative to the administration and operation of the Department, as directed by the Chief. In the absence of the Chief, the Captain will assume the powers, duties, and responsibilities of the Chief, subject to any limitations set by the Chief.
- 3.2 Be accountable for the actions or omissions of those under his supervision.
- 3.3 Coordinate the training of all members of the Police Department.
- 3.4 Faithfully carry out all orders from the Chief and communicate to the members of the Department the nature of any orders that affect them.
- 3.5 Familiarize himself with the authority delegated to him by the Chief, and be familiar with the responsibilities of those under his command.
- 3.6 Handle serious infractions of Department's standards. When a member of the Department has consistently refused to improve his/her conduct, despite efforts by him/her and his/her supervisor, require a written report be submitted to the Chief, including full details of the incident or series of incidents, and convey that report to the Chief with written comments on the situation and a recommendation as the action to be taken.
- 3.7 Inform the Chief of any significant events or developments within the Department.
- 3.8 Keep himself and the Chief abreast of any changes or developments in the general field of law enforcement which might affect the Department or its operation and if changes or revisions in any current practices of the Department should seem advisable, submit a written report the matter to the Chief.
- 3.9 Perform Such other duties, even though not stated here, as may be assigned by the Chief.
- 3.10 Periodically inspect the incident reporting system to ensure compliance with Department procedures.
- 3.11 Make recommendations regarding the hiring, firing, advancement, promotion or other change of status of employees to the Chief and/or under his authority.

4.0 EVALUATION:

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

5.0 DISCIPLINE AND DISCHARGE:

EMPLOYEE shall only be disciplined using methods and procedures as outlined in the Rules and Regulations for the Police Department of the Town which at present includes 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.

6.0 RENEWAL AND TERMINATION:

- 6.1 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 writing signed by both parties.
- 6.2 This Agreement may be voluntarily terminated with thirty (30) days written notice upon mutual agreement of the EMPLOYER and the EMPLOYEE.
- 6.3 Upon the termination of employment the EMPLOYEE shall be entitled to compensation for all accrued earned time.
- 6.4 Notice of intent to negotiate new terms and provisions of this Agreement shall be provided by either party on or before July 1, 2019, six months prior to the expiration date of this Agreement.
- 6.5 Should negotiations for EMPLOYEE'S terms of employment beyond December 31, 2019 not be successful but both parties agree that EMPLOYEE shall continue his employment at the same salary and benefits enjoyed as of December 31, 2019 until a successor agreement can be negotiated.

7.0 MISCELLANEOUS:

- 7.1 EMPLOYEE is encouraged to take advantage of the latest developments and training in law enforcement and professional development, and as such, all dues and expenses relative to professional organizations, classes, meetings and conferences authorized by the Chief shall be considered normal department expenses. Upon successful completion of a Master's degree or Juris Doctor (JD) degree while employed by the Litchfield Police Department the EMPLOYEE shall receive a one time \$6,000 stipend.
- 7.2 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.
- 7.3 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.
- 7.4 For all items not specifically detailed in this contract or within the police department rules and regulations, the provisions of the Town of Litchfield's Personnel Policy shall apply.

8.0 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.

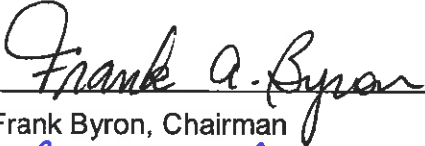


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EXECUTED this 23rd day of January 2017.

TOWN OF LITCHFIELD


By its Board of Selectmen



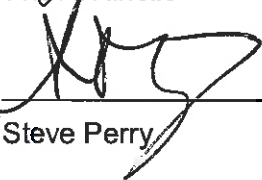
Frank Byron, Chairman



Brent Lemire, Vice-Chair



John Brunelle



Steve Perry

Kevin Bourque

LITCHFIELD POLICE CAPTAIN



Benjamin E. Sargent