

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

ORIGINAL

AGREEMENT made this 10th day of February 2020, by and between the Town of Litchfield (hereinafter "EMPLOYER") and Thomas R. Scotti (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:

The term of this contract shall be for a period commencing January 5, 2020 to December 31, 2024. See also, Section 6.0 regarding Renewal and Termination.

2.0 COMPENSATION AND BENEFITS:

2.1 Salary.

Effective January 5, 2020, EMPLOYEE shall receive a gross weekly salary of \$1,865.38 per week.

Effective July 1, 2020, EMPLOYEE shall receive a gross weekly salary of \$1,902.69 per week (2% increase).

Effective January 1, 2021, EMPLOYEE shall receive a gross weekly salary of \$1,940.74 per week (2% increase).

Effective January 1, 2022, EMPLOYEE shall receive a gross weekly salary of \$1,979.55 per week (2% increase).

Effective January 1, 2023, EMPLOYEE shall receive a gross weekly salary of \$2,019.15 per week (2% increase).

Effective January 1, 2024, EMPLOYEE shall receive a gross weekly salary of \$2,059.53 per week (2% 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. Current accrued earned time shall carry forward into this contract and shall be subject to the maximum accrual of 320 hours. EMPLOYEE shall accrue 240 hours of earned time annually. The EMPLOYEE shall not be eligible to participate in the annual earned time buyback program. All other provisions of the earned time section of the Town's Personnel Policy shall apply.

- 2.3 Holidays & Bereavement. to follow current town personnel policy.
- 2.4 Disability Insurance. EMPLOYER shall pay 100% of the premiums for short and long term disability Insurance. The short term disability coverage will provide for 66 2/3% of EMPLOYEE's base salary up to a maximum of \$900 weekly for a period of 26 weeks. Payments begin the first day after the accident or after 7 calendar days for all other eligible situations. The long term coverage shall provide for payments of 60% of EMPLOYEE base salary, up to a maximum of \$4,000 dollars monthly. Payment begins after 180 days of qualifying disability.
- 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 \$750 per year. EMPLOYEE shall be provided with a Class A Uniform at no cost to the EMPLOYEE. This shall be a one time expense. Future maintenance of the Class A Uniform shall come from the annual \$750 uniform allowance.
- 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.
- 2.10 Sick Leave Pool and Sick Pool hours. as written in personnel policy
- 2.11 Longevity. as written in personnel policy and paid in the same manner as for other eligible employees.
- 2.12 Automobile. The Town shall provide a vehicle for use by EMPLOYEE and all 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. In addition, it may be used for private use on and off duty within a 50 mile radius from the Police Station, since the EMPLOYEE is "ON CALL" in the event of an emergency. The Board of Selectmen may grant authorization for more extensive private use on a

case by case basis.

2.13 Separation, as written in personnel policy

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 Should negotiations for EMPLOYEE'S terms of employment beyond December 31, 2024 not be successful the EMPLOYEE shall continue his employment under the same terms and conditions, including salary and benefits, until a successor agreement is 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.

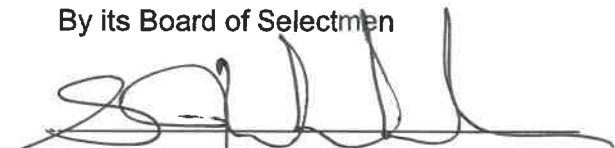
8.0 COMPLETE AGREEMENT; CHANGES AND SEVERABILITY:

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.


EXECUTED this 10h day of February 2020.

TOWN OF LITCHFIELD


By its Board of Selectmen




Steven J. Webber, Chairman



Kurt D. Schaefer, Vice-Chairman



Brent T. Lemire




F. Robert Leary Sr.



Kevin A. Lynch

LITCHFIELD POLICE CAPTAIN



Thomas R. Scotti

ORIGINAL