

Union Contract

General Points

- **General**
 - Provides for a 1 year contract between the town and the union;
 - Clarifies that the contract does not cover the Chief, Lieutenants, Animal Control Officer and Chief's Administrative Assistant;
 - Policy institutes drug testing of officers if the Chief has cause;
- **Salary**
 - Contract brings officers of the bargaining unit up to the average local rate for our surrounding towns (Manchester, Merrimack, Hudson, Londonderry, Derry);
 - This is the first time in 9 years that the town has adjusted the salaries of the officers to match comparable salaries of other communities;
 - Union has forgone collection of any salary increases from the years of 2008, 2009;
 - Contract is written so as to not initiate an "evergreen" provision;
 - Officers called back into work will receive time and one-half for a minimum of two hours;
 - Officers attending Administrative hearings (in addition to court) shall be paid for three hours minimum at time and one-half;
 - Chief can deny overtime for reasons of NH Retirement liability;
 - Officers whose scheduled details are cancelled within 2 hours of their start are paid a minimum of 4 hours;
 - Salaries are brought up to final year end levels for full time employees in two jumps (April 1 and September 1, 2010);
 - Salaries for Part time employees are brought up in one jump in September 1, 2010;
 - Night shift employees have a premium of \$0.50 per hour;
 - Field Training Officer has a premium for actual training of \$1 per hour for up to 10 weeks of actual training of an individual;
- **Benefits**
 - Life insurance is maintained at \$25K per officers working greater than 5 hours per week;
 - Medical benefits stay the same;
 - Sick time is able to be accumulated but can not be cashed out if the officer terminates employment with the town;
 - Holidays are changes by adding one day to match the non-bargaining employees of the town i.e. 12 per year;
 - Vacations vest at a slightly faster rate over the 15 years of service;
 - Bereavement leave is not granted for a step-child;

April 2010 - Dec 31, 2010

SALARY ADJUSTMENTS

As of 12/4/09

	<u>Rate as of 3/2010</u>	<u>Rate as of 4/2010</u>	<u>Rate as of 9/2010</u>	<u>Total Increase</u>
<u>Sergeants</u>		April-Sept=920 hrs	Sept-Dec=640 hrs	
Donnelly	\$29.60	\$30.95	\$32.30	1.35 x 920 hrs x 2 = \$2,484.00
Costa				1.35 x 640 hrs x 2 = \$1,728.00
				2 Sergeants = \$4,212.00
<u>MPO's</u>				
Savage	\$25.85	\$26.89	\$27.92	1.04 x 920 hrs x 3 = \$2,870.40
Gott				1.03 x 640 hrs x 3 = \$1,977.60
Hartley				3 MPO's = \$4,848.00
<u>Officers</u>				
Whelan	\$23.91	\$24.87	\$25.82	.96 x 920 = \$883.20
				.95 x 640 = \$608.00
				\$1,491.20
LaPorte	\$20.98	\$22.88	\$24.78	1.90 x 920 = \$1,748.00
				1.90 x 640 = \$1,216.00
				\$2,964.00
Brown	\$20.37	\$22.08	\$23.78	1.71 x 920 = \$1,573.20
				1.70 x 640 = \$1,088.00
				\$2,661.20
<u>Dispatchers</u>				
Diviny	\$19.48	\$20.36	\$21.33	.88 x 920 x 2 = \$1,619.20
Bessette				.87 x 640 x 2 = \$1,113.60
				2 Dispatchers = \$2,732.80
<u>Shift Differential</u>		Two officers @ .50 per hour each x 1560 hrs. =		\$1,560.00
<u>FTO</u>				\$0
<u>Holiday</u>		Regular rate \$27.92 Overtime Rate \$41.88		\$670.08
		\$13.96 X 2 Officers x 24 hours =		\$3,173.00
<u>Retirement</u>				
TOTAL				\$24,312.28

ARTICLE 1
AGREEMENT

AGREEMENT made and entered into between the Town of Litchfield, New Hampshire (hereinafter "Town"), and the American Federation of State, County, and Municipal Employees, AFL-CIO (hereinafter "Union") on this 21st day of Dec., 2009.

ARTICLE 2
PURPOSE

The purpose of this Agreement is to set forth the agreements reached between the Town and the Union with respect to wages, hours and other terms and conditions of employment for employees in the bargaining unit described in Article 3.

ARTICLE 3
RECOGNITION

1. The Town recognizes the Union as the exclusive bargaining agent for the following full-time and part-time members of the Town's Police Department: Patrol Officers, Clerks, Secretary/Dispatchers, Detectives, Corporals and Sergeants.
2. Excluded from recognition or coverage under this Agreement is the Chief of Police, Lieutenants, Animal Control Officer and Chief's Administrative Assistant.

ARTICLE 4
DEFINITIONS

Employees, as hereinafter used, refer to members of the unit. Regular part time employees shall mean employees working 21 or more hours per week.

ARTICLE 5
NON-DISCRIMINATION

The Town and the Union agree not to discriminate against a member of the unit because of race, creed, color, sex, age, religion, national origin or membership or non-membership in the Union.

ARTICLE 6
UNION BUSINESS

1. The Union officers and representatives shall be the Chairman, the Steward and an alternate who shall be permitted to assume the duties of the Chairman or Steward in his or her absence.

2. The Union shall advise the Town of the names of the employees holding Union Offices.
3. Union officers as described above shall be permitted to process grievances during their scheduled hours of duty, provided they have prior approval of the Chief or his designee and the amount of time in which officers are engaged in such activity is reasonable.
4. Every effort will be made to schedule negotiating sessions at a time which does not conflict with the scheduled duty of employees who are members of the Union collective bargaining team. In the event that employees, not to exceed two (2) in number, who are members of the Union's negotiating team are scheduled for duty at a time during which a collective bargaining meeting will be held, said employees will be permitted to participate in negotiations without loss of pay.
5. The Town agrees that the Union may maintain a bulletin board within the squad room of the Police Department, for the purpose of posting Union meetings, notices, and information.

ARTICLE 7
MANAGEMENT RIGHTS

1. The Parties agree that all rights and responsibilities of the Town which have not been specifically provided for in this Agreement are retained in the sole discretion of the Town whose right to determine and structure the goals, purposes, function, and policies of the Town without prior negotiations with the Union and without being subject to the grievance and arbitration procedures of this Agreement shall include but not be limited to the following: a) the right to direct employees, to determine the qualifications, promotional criteria, hiring criteria, standards for work, and to hire, promote, transfer, assign, retain employees in position; and to suspend, demote, discharge or take other disciplinary actions against an employee for proper and just cause, subject to the other provisions of the Agreement, including grievance and arbitration; b) the right to relieve an employee from duty because of lack of work or other legitimate reasons; c) the right to take such action as in its judgment it deems necessary to maintain the efficiency of the Police Department operations; d) the right to determine the means, methods, budgetary, and financial procedures, and personnel by which the Police Department operations are conducted; e) the right to take such actions as may be necessary to carry out the missions of the Police Department in cases of emergencies; f) the right to make rules, regulations, and policies not inconsistent with the provisions of this Agreement and to require compliance therewith.
2. It shall be the right of the Union, however, to present and process grievances of its members whose wages, working conditions or status of employment changed in violation of the Agreement as a result of Management exercising the above mentioned rights, whenever such grievances exist.

ARTICLE 8
STRIKES AND LOCKOUTS

1. Under no circumstances will the Union cause, sponsor or participate in any strike, sit-down, stay-in, stay-out, work slow-down, withholding of services or any curtailment of work or restriction or interference with the operation of the Police Department of Litchfield during the term of this Agreement.
2. The Town agrees that it shall not participate in or be a party to any lock-out as provided under RSA 273-A:5, I (f)

ARTICLE 9
CONSULTATION

1. Representatives of the Union shall meet with the Chief of Police or his designee once a month to discuss matters of mutual concern, including those matters necessary to the implementation of this Agreement. A written agenda shall be submitted by the Union to the Chief of Police no less than five (5) days before the scheduled date of the meeting. At the discretion of the Chief of Police or his designee additional matters for discussion may be placed on the agenda. When the Chief adds items to the agenda, he shall give the Union reasonable notice of such additions. Nothing contained herein shall prevent the Chief of Police or his designee and the Union meeting on a less frequent basis upon mutual agreement.
2. Nothing contained herein shall prevent the Union from consulting with the Chief of Police or his designee at any time, if matters of mutual concern arise of an urgent or emergency nature.

ARTICLE 10
PROBATIONARY PERIOD AND SENIORITY

1. Newly hired employees shall be on probation from date of hire until six (6) months after graduation from the Police Academy, but under no circumstances shall the probationary period exceed one (1) year except employees who are hired and are not required to attend the Police Academy shall have a six (6) month probationary period commencing at date of hire. Probationary employees may be removed with or without cause.
2. The Town and the Union recognize seniority in total time with the department and in rank or grade. Department seniority, whenever used in this Agreement shall mean total time with the department commencing with date of hire. Classification seniority, whenever used in this Agreement shall mean time spent in rank or grade commencing with date of appointment or promotion. In the event two or more

employees have the same date of hire or entry classification, a coin flip shall determine who is the senior employee.

3. In the event of a reduction in force it is the intent of the parties that the senior employees, regardless of rank, will be retained provided they are capable of performing the duties in question. Accordingly, employees so reduced will be permitted to displace lesser seniority employees in a lower classification provided the senior employee is qualified to perform the duties of the classification. Any employee assuming a lower rank shall assume the lower rank pay.
4. Employees who are discharged and whose discharge is overturned by appropriate authority shall be placed back in the Seniority Rotation as if never discharged.

ARTICLE 11 **PROMOTIONS TO SERGEANT**

1. Jobs, covered by the Union contract, to be filled through promotion shall be posted for a period of five (5) working days on the Town bulletin board in the area within which the vacancy occurs. Management shall make a determination regarding the filling of such posted position no later than forty-five (45) working days after the close of the posting period.
2. Job posting shall include job specifications, rate of pay, job location, the shift, and also, if the job is regular, a regular rating.
3. Employees who bid on a posted position and who meet the minimum qualifications will be given the opportunity to qualify for the position by virtue of an oral board examination conducted by a panel of law enforcement officers from other New Hampshire departments. A member of the Board of Selectmen may attend the oral board examination as an observer.

ARTICLE 12 **HOURS OF WORK AND OVERTIME**

1. Normal Work Schedules - Detectives, Prosecutors, Sergeants, Corporals, full-time dispatchers, full-time secretary and full-time patrol officers shall have a normal work week schedule of five (5) eight (8) hour days followed by two (2) days of rest, or a normal work schedule of four (4) ten (10) hours days followed by three (3) days of rest.
2. Part-time dispatchers and part-time secretaries shall have a normal work schedule of five (5) four (4) hour days followed by two (2) days of rest.
 - a. The part-time dispatcher/secretary may also fill in during the absence of the full-time dispatcher/secretary as required by the Chief of Police or his designee. If the part-time dispatcher/secretary is not available, the fulltime

dispatcher/secretary may be utilized on an extended shift basis, to cover the necessary hours.

3. Part-time Patrol Officers: Part-time patrol officers shall be scheduled at the discretion of the Chief of Police or his designee provided said schedule does not interfere with the officer's primary employment.
4. In the event that an employee works during a shift that is affected by daylight savings time, the employee will be paid for eight (8) hours when only seven (7) hours are required and paid nine (9) hours when nine (9) hours are required to be worked.
5. All hours worked in excess of forty (40) hours per week shall be paid at one point five (1.5) times the normal hourly rate. Time spent on private work details shall not be counted in determining the number of hours worked for overtime purposes, however hours paid, but not worked, such as vacation and sick leave shall be considered.
 - a. Employees called back to work after having left the station at the end of their shift or during any other period of off-duty hours shall be paid a minimum of two (2) hours at time and one-half of the employee's regular hourly rate. Any employee who is called in one hour or less prior to the start of his or her normal shift receives such time at the overtime rate, but is excluded from the two (2) hour minimum guarantee.
 - b. Employees required to attend Court and Administrative Hearings during their off duty hours shall be paid a minimum of three (3) hours at time and one-half of the employee's regular hourly rate, and shall endorse over to the Town any witness fee received. .
6. All overtime must be authorized by the Chief of Police or his designee. Notwithstanding any policy or practice for scheduling over-time, the Chief of Police may deny over-time to any individual employee if the overtime pay will result in the assessment of an accrued liability contribution and/or payment benefits in excess of the normal contribution to the New Hampshire Retirement System.

ARTICLE 13 **OUTSIDE WORK DETAIL**

1. Effective April 1, 2010, payment for outside details shall be at a rate equal to the master patrol officer overtime rate.
2. Employees working outside details shall be paid a minimum of four (4) hours except if the work is canceled at least two (2) hours before the officer is to report for duty.

3. In the event that an employee works a detail for eight (8) continuous hours, all hours worked in excess of the eight (8) continuous hours shall be paid at one and one-half (1.5) times the applicable detail rate in Section 1 of this Article. This Section shall not apply to split details.
4. All details must be authorized by the Chief of Police or his designee. Notwithstanding any policy or practice for scheduling details, the Chief of Police may deny details to any individual employee if the detail pay will result in the assessment of an accrued liability contribution and/or payment of benefits in excess of the normal contribution to the New Hampshire Retirement System.

ARTICLE 14
SALARIES

1. This Agreement does not contain a "pay plan" within the meaning of RSA § 273-A:12.
2. During the period of April 1, 2010 ("Effective Date") through August 31, 2010, full-time employees shall be compensated at the following hourly rates:

Patrolman with less than 6 months of service as of the Effective Date:	\$19.80
Patrolman with 6 months of service as of the Effective Date:	\$20.68
Patrolman with 1 year of service as of the Effective Date:	\$21.32
Patrolman with 2 year(s) of service as of the Effective Date:	\$22.08
Patrolman with 3 year(s) of service as of the Effective Date:	\$22.88
Patrolman with 4 or more year(s) of service as of the Effective Date:	\$24.87
 Master Patrol Officers:	 \$26.89
 Corporals:	 \$28.86
 Sergeants:	 \$30.95
 Dispatchers with less than 6 months of service as of the Effective Date:	 \$16.22
Dispatchers with 6 months of service as of the Effective Date:	\$16.73
Dispatchers with 1 year of service as of the Effective Date:	\$17.23
Dispatchers with 2 year of service as of the Effective Date:	\$17.70
Dispatchers with 3 years of service as of the Effective Date:	\$18.24
Dispatchers with 4 or more years of service as of the Effective Date:	\$20.36

Each individual employee's hourly rate shall be established as of the Effective Date (April 1, 2010) and shall not change during the period of April 1, 2010 through August 31, 2010.

3. Effective September 1, 2010 ("Effective Date") full-time employees shall be compensated at the following hourly rates:

Patrolman with 0 year(s) of service as of the Effective Date:	\$21.49
Patrolman with 6 months of service as of the Effective Date:	\$22.15
Patrolman with 1 year of service as of the Effective Date:	\$22.84
Patrolman with 2 year(s) of service as of the Effective Date:	\$23.78
Patrolman with 3 year(s) of service as of the Effective Date:	\$24.78
Patrolman with 4 or more year(s) of service as of the Effective Date:	\$25.82

Master Patrol Officers: \$27.92

Corporals: \$30.04

Sergeants: \$32.30

Dispatchers with 0 year(s) of service as of the Effective Date:	\$16.91
Dispatchers with 6 months of service as of the Effective Date:	\$17.45
Dispatchers with 1 year of service as of the Effective Date:	\$17.97
Dispatchers with 2 year of service as of the Effective Date:	\$18.46
Dispatchers with 3 years of service as of the Effective Date:	\$19.02
Dispatchers with 4 or more years of service as of the Effective Date:	\$21.23

Each individual employee's hourly rate shall be established as of the Effective Date (September 1, 2010) and shall not be changed until such time as the Town and Union mutually agree otherwise and such change is approved by the legislative body of the Town of Litchfield.

4. Effective September 1, 2010 ("Effective Date"), Part-time employees shall be compensated at the following hourly rates:

Patrolman with 0 year(s) of service as of the Effective Date:	\$18.02
Patrolman with 6 months of service as of the Effective Date:	\$18.58
Patrolman with 1 year of service as of the Effective Date:	\$19.15
Patrolman with 2 year(s) of service as of the Effective Date:	\$19.74
Patrolman with 3 year(s) of service as of the Effective Date:	\$20.36
Patrolman with 4 or more year(s) of service as of the Effective Date:	\$20.99

Master Patrol Officers \$21.64

Corporals \$22.31

Each individual employee's hourly rate shall be established as of the Effective Date (September 1, 2010) and shall not be changed until such time as the Town and Union mutually agree otherwise and such change is approved by the legislative body of the Town of Litchfield.

- 5.. Master Patrol Officer: The rank of Master Patrol Officer will be bestowed upon a full time patrol officer with five (5) years of service as a full-time officer with the Department or a regular part-time patrol officer with ten (10) years of service as a part-time or full-time patrol officer with the Department following the passing of a sergeants written examination as selected and scheduled semi-annually by the Chief of Police or his designee. Two (2) years of prior law enforcement work shall be counted toward the five (5) years of service requirement for full-time officers. Three (3) years of prior law enforcement work shall be counted toward the ten (10) years of service requirement for part-time officers.
6. The rank of Corporal will be bestowed upon a Master Patrol Officer once that officer has completed five (5) consecutive years from the date of appointment as a Master Patrol Officer with the Litchfield Police Department. The Corporal insignia will be the traditional two stripes on the patrol uniform and collar brass.
7. The Town shall adopt the Tax shelter annuity Option/Plan for eligible employees within the bargaining unit provided by the N.H. State Retirement System whereby the Town will only tax an eligible employee on their income after the statutory NH State Retirement contributions have been deducted from their pay.
8. Employees appointed by the Chief of Police or his designee to serve in a higher level rank or classification for five (5) days in succession shall receive the rate of pay for the higher level rank or classification. Qualification of the employees and department seniority shall be used in filling the position.
9. All employees assigned to work during the midnight shift schedule (22:00 to 08:00 or 23:00 to 07:00 shifts) or any officer call in to cover a portion of the midnight shifts will be paid a shift differential of fifty cents (\$0.50) per hour.
10. All employees will receive an additional three percent (3%) pay increase upon completion of twenty (20) years of consecutive service to the Town.
11. Officers certified as a Field Training Officer ("FTO") will receive an additional one dollar (\$1.00) per hour during training of an employee, up to a maximum of ten (10) weeks.

ARTICLE 15
HOLIDAYS AND PERSONAL LEAVE

1. There shall be twelve (12) holidays per year, designated as:

New Year's Day	Independence Day	Day after Thanksgiving
President's Day	Labor Day	Christmas Day
Memorial Day	Thanksgiving Day	Three (3) Floating Holidays
Veterans Day		

2. Full-time employees who are normally assigned a shift that works during a holiday will receive an alternative day off.
3. Any employee who works on a holiday shall be paid at one and one-half (1.5) the employee's straight time rate of pay for all hours worked on the holiday.
4. Regular part-time employees will be paid holiday pay if they normally work on the day of the week the aforementioned holiday falls. Their holiday pay will be the number of hours that they normally work on that day of the week.
5. Full-time employees who are normally assigned to a shift that is scheduled off during a holiday will receive an alternative day off.
6. Holiday hours must be requested and granted within six (6) months from the date they were earned (i.e. date of holiday). However, Holidays and Personal Days will be considered as days (as opposed to hours) for purposes of calculation and scheduling.
7. The Chief of Police may deny any request for the use of holiday time if such request represents an excessive selection of ten (10) hour tours without justification by the employee. Denial is subject to the grievance procedure.
8. In the event of separation of employment the employee or his/her beneficiary shall be entitled to full payment for all accrued time.

ARTICLE 16
SICK LEAVE

1. Regular full (100%) time employees earn ten (10) sick days per year (.83 days per month), accruable to a maximum of sixty (60) days. Sick leave is available to full (100 %) time employees after six (6) months of employment.
2. Regular part-time Employees will earn sick time at a pro-rata amount.
3. Sick Leave shall not be considered a privilege which an employee may use at his or her discretion, but shall be allowed only in the case of actual necessity occasioned by illness or disability of the employee, or for doctor/dental appointments.
4. Abuse of the sick leave privilege will constitute misconduct subject to disciplinary action. Abuse of the sick leave privilege means use of sick leave for

purposes other than those stated above. Chronic abuse of the sick leave privilege may be used as a basis for discipline.

5. The Chief of Police has the right to require medical certification of cause of absence if absence extends beyond three (3) days.
6. In order to receive compensation while on sick leave the employee shall notify the department head as early as possible before the start of the regularly scheduled work day on the first day of absence. The employee may be requested to call in from time to time to keep the department head informed of the employee's status.
7. Sick leave may be used to supplement any employee's pay if that employee is absent due to an on-the-job injury to insure regular week's pay, but not to exceed it.
8. A medical certification of cause of absence will be required of any employee who takes sick leave after being given notice of termination, or has given their resignation.
9. Accumulated sick days will not be paid in the event of termination, resignation or lay-off.

ARTICLE 17

WITNESS, JURY DUTY, MILITARY LEAVE

1. Upon proper documentary evidence, the Town shall make up the difference between regular straight time pay lost and fees paid to regular full-time and part-time employees called as witnesses or for jury duty in a non-job related case.
2. Upon proper documentary evidence, the Town shall make up the difference between the regular straight time pay lost and the amount of pay received for military service by regular employees serving on annual duty in Military Reserve or National Guard not exceeding ten (10) regularly assigned duty shifts. Employees in the Military Reserve or the National Guard shall provide the Chief of Police with a copy of their annual drill schedule in order to avoid conflicts between their regular work schedule and their drill schedule.

ARTICLE 18

VACATIONS

1. Vacation for full-time employees is earned from date of employment as follows:
 - After one (1) year continuous service: 10 days
 - After five (5) years continuous service: 15 days
 - After ten (10) years continuous service: 20 days
 - After fifteen (15) years of continuous service: 25 days

2. A regular part-time employee working at the position for one (1) year shall receive vacation in accordance with Section 1 of this Article prorated to the employee's normal work hours.
3. No employee shall take more than two (2) weeks of earned annual vacation at any one time, unless approved by the Chief of Police.
4. It shall be the responsibility of the Chief of Police to so arrange vacations within the Department so as not to interfere with the operations of the Department. However, reasonable efforts will be made to accommodate an employee's request.
5. Employees are encouraged to take vacation time to which they are entitled in the current service year. Carry-over of vacation from one year to another shall be discouraged and will be allowed only in extraordinary cases and then, only with the approval of the Chief of Police. Notwithstanding the provisions of the preceding two sentences, if an employee covered by this contract is eligible for fifteen (15) days or more of vacation during the current service year, such employee shall be allowed to carry over five (5) of those vacation days at the beginning of that employee's anniversary date provided, however, all such carried over days must be used within four (4) months of that employee's anniversary date or such days will be lost.
6. Vacation shall be granted on a seniority basis with the most senior employee having preference provided application is made prior to March 15th of the year in which the vacation is to be taken. Applications made after that date will be scheduled on a first-come, first-serve basis as time is available.
7. Vacation pay shall be figured at the regular straight time rate for the number of straight time regular hours per day that the employee normally works.
8. In the event of voluntary resignation, layoff, retirement or death, the eligible employee or his beneficiary shall be entitled to payment for all unused vacations. Payment for any unused vacation shall not be made if an employee is involuntarily discharged.

ARTICLE 19
BEREAVEMENT LEAVE

1. In case of death in an employee's immediate family, a regular employee will be granted leave of absence with pay for the workdays following the time of death, not to exceed three (3) days. In special cases, the Chief of Police may grant additional leave of absence if it is deemed to be in the best interest of the employee and the Town of Litchfield. Additional time at the discretion of the Chief of Police may be granted to attend the funeral of another relative or of a Town employee.

2. "Immediate Family" is defined as the spouse, child, step-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 the employee.

ARTICLE 20
WORKERS' COMPENSATION

1. The Town of Litchfield shall purchase and pay the premiums for New Hampshire Workers' Compensation, the benefits of which will be available to all employees.
2. Employees must report all injuries received while on duty to the department head or immediate supervisor as soon as possible after an occurrence.

ARTICLE 21
LEAVE OF ABSENCE

1. Employees are allowed up to twelve (12) weeks of leave without pay, in each twelve (12) month period, for reasons provided under the Family Leave Act of 1993 (FMLA), i.e. (a) the birth of the employee's child, (b) the placement of a child with the employee for adoption or foster care, (c) caring for a spouse, child or parent in the event of a serious health condition, or (d) inability of the employee to perform the functions of his/her job because of a serious health condition. Accumulated sick leave must be used as part of the twelve (12) week period and before the authorized leave without pay begins.
 - a. During the twelve (12) week period of leave, the employee's health and dental insurance benefits will be maintained in a manner identical to that in effect for "active" employees and the employee's seniority and position in the department will not be affected by such leave.
 - b. Sick Leave will not accrue during the period of unpaid leave, except for those hours/days covered by Sick Leave benefits.
 - c. After twelve (12) weeks has elapsed, the employee's employment status will be continued only by virtue of return to duty.
 - d. The twelve (12) month period, for purposes of FMLA calculation, shall be the anniversary date of the initial granting of leave of absence under the Act and this Article of the Agreement.
2. Any full-time employee who accepts employment or who conducts a business during a leave of absence shall be immediately terminated unless said activities had been previously approved by the Board of Selectmen.

