COLLECTIVE BARGAINING AGREEMENT

between

THE CITY OF CONCORD, NH

and

CONCORD POLICE PATROLMEN'S ASSOCIATION

1/1/2011 - 12/31/2013

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ARTICLE I

PREAMBLE

Section 1. Parties. This Agreement is entered into by and between the City of Concord, a municipal corporation of the State of New Hampshire having its principle place of business at 41 Green Street, Concord, New Hampshire, hereinafter referred to as "EMPLOYER" and the Concord Police Patrolmen's Association, hereinafter referred to as the "UNION".

Section 2. Purpose. This agreement has as its purpose the promotion of harmonious relations between the EMPLOYER and the UNION; the establishment of a workable procedure for the resolution of differences; and the setting forth of the terms of employment as provided by New Hampshire Revised Statues Annotated, Chapter 273-A.

ARTICLE II

RECOGNITION

Section 1. Bargaining Unit. The EMPLOYER recognizes the UNION as the exclusive bargaining agent for all full time, non probationary Employees within the single position classification of Police Officer or its successor title (herein after called "Employees" as defined pursuant to RSA 273-A:1) and excluding all other City Employees and position classifications.

Section 2. Representation and Employment. The UNION recognizes the City of Concord, N.H. as the primary EMPLOYER of all Employees within this bargaining unit.

Section 3. Recognition. The EMPLOYER shall have no obligation to bargain with and shall not bargain or enter into agreements with any committee of the UNION unless such persons have demonstrated specific designation by the UNION as authorized representatives for such purposes.

ARTICLE III

NOTICE UNDER AGREEMENT

Section 1. Written Communications. For purposes of this Agreement, all written correspondence, except as otherwise provided for in this Agreement, shall be addressed to:

FOR THE CITY: Director of Human Resources & Labor Relations
41 Green Street
Concord, New Hampshire 03301

FOR THE CITY: Chief of Police
35 Green Street
Concord, New Hampshire 03301

FOR THE UNION: President
Concord Police Patrolmen's Association
P.O. Box 981
Concord, N.H. 03302-0981

UNION ALTERNATE: Vice President
Concord Police Patrolmen's Association
P.O. Box 981
Concord, N.H. 03302-0981

Section 2. Proper Notification. All written notices to the EMPLOYER or UNION, respectively, will be deemed to have been properly given if delivered to the Chief of Police or the President of the UNION with copies sent to the Director of Personnel and Labor Relations and to the Vice President of the UNION.

Section 3. Change of address. Either Party, by written notice to the other Party, may change the address to which future written correspondence or written notices are to be mailed or delivered.

Section 4. Minimum Information. All written communications between the parties shall contain the following minimal elements:

A. Name and title of addressee.
B. Name and title of the sender.
C. Date.
D. A statement as to the subject and purpose of the correspondence.
E. Signature of the sender.

Section 5. Union Officers. A written list of UNION officers shall be furnished to the EMPLOYER immediately after their designation and the UNION shall notify the EMPLOYER immediately of any change.

ARTICLE IV

MANAGEMENT RIGHTS

Section 1. Retention of Rights. The EMPLOYER hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the constitution of the State of New Hampshire and of the United States, and shall not be deemed to be limited in any way in the exercise of the regular and customary functions of the municipal management. Further, all rights, which ordinarily vest in and are exercised by public employers except such as are specifically relinquished herein, are reserved to and remain vested in the EMPLOYER. The EMPLOYER retains the right to exercise managerial policy within its exclusive prerogative to manage its affairs efficiently and economically including, but not limited to, the use of technology, and EMPLOYER'S organizational structure, and selection, assignment, number, direction and discipline of its personnel; to determine the methods and means of operations; to determine work schedules, work shifts and numbers of hours to be worked. Further, the EMPLOYER retains the right to adopt, change, enforce or discontinue any rules, regulations, procedures and policies not in direct conflict with any

provisions of this Agreement, or existing applicable statutory law as delineated under N.H. Revised Statutes Annotated or U.S. Code, so as to continue public control of the City of Concord Police Department.

This enumeration of management's rights shall not be deemed to exclude other management rights not specifically enumerated and the Employer retains solely and exclusively all of its common law, statutory and inherent rights.

ARTICLE V

UNION REPRESENTATION

Section 1. Joint Meetings. An official UNION Representative shall be granted reasonable time at no loss of pay for attendance at grievance or other joint meetings which have been scheduled by mutual agreement of the parties.

Section 2. Contract Negotiations. Up to three (3) Employees may attend negotiation meetings without loss of pay. The UNION agrees that their committee shall have not more than two (2) persons from each bureau or two (2) persons from each patrol group.

Section 3. Grievance Investigation. An official UNION representative may be granted reasonable time at no loss of pay to investigate grievances subject to the sole discretion and approval of the EMPLOYER's designated representative.

ARTICLE VI

DUES DEDUCTIONS

Section 1. Authorization. Upon receipt of a signed voluntary authorization by an Employee, the EMPLOYER agrees to make a payroll deduction from the Employee's wages, once a week, or less often if the EMPLOYER shall so determine. The deduction shall be in an amount equal to the regular UNION dues as certified to be current by the Treasurer of the UNION. Authorization for such payroll deductions shall be in a form satisfactory to the EMPLOYER. The UNION shall provide the EMPLOYER a 30-day advance notice of changes in amount of dues deductions.

Section 2. Remittance. Payroll deductions shall be remitted by the EMPLOYER to the Treasurer of the UNION.

Section 3. Indemnification. The UNION shall save the EMPLOYER harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the EMPLOYER in reliance upon signed authorization furnished to the EMPLOYER by the UNION or an Employee or for the purpose of complying with any of the provisions of this Article.

ARTICLE VII

WAGES

Section 1. Across The Board Increase. Across the board increases (ATB) effective the first full pay period following the dates shown below:

A. Effective January 1, 2012, all employees shall receive a cost of living adjustment of .5%. Such adjustment is included as Appendix B, Wage Schedule.

B. Effective the first full pay period following January 1, 2008, and each year thereafter, all employees will be eligible for a "merit" increase in accordance with the City's current practices and policies. Upon a satisfactory recommendation, each employee will be eligible to move one merit step up on the merit plan. In the event that the employee is already at the maximum step (Step 6), the employee will be eligible for a 3% merit bonus in accordance with the City's current practices and policies. Upon the successful conclusion of probation, all employees will be placed on Step 2 or higher. In the event that an employee does not receive a merit increase, he or she may appeal this decision pursuant to the current City policy.

C. Effective the first full pay period following January 1, 2013, all employees shall receive a cost of living adjustment of at least 0% and not greater than 1.5% based upon the Consumer Price Index for all Urban Consumers (CPI-U) U.S. City Average for the average of the twelve (12) month period ending October 31, 2012 (i.e. beginning November 2011 – October 2012 e.g. Appendix D). Such adjustment shall be applied to Appendix B, Wage Schedule, for an across the board increase.

D. Effective 1/1/2008, members assigned to the Drug Enforcement Unit (DEU) shall receive an additional 5% of their current base pay added to their hourly wage. This additional pay shall be effective upon their assignment to DEU for the duration of the assignment. At the conclusion of their assignment to DEU, their hourly wage reverts to the appropriate hourly wage step for that individual under this agreement.

E. Effective 1/1/2008 members who are designated as Field Training Officers (FTO) shall receive an additional 5% of their current base pay added to their hourly wage. This additional pay shall be effective only when actively engaged in the role of a FTO while overseeing an officer in FTO status. Non-FTO overtime, outside duty, court duty or non-FTO regular duty will not be paid under this formula.

F. All disagreement arising from the application of the merit system will be resolved according to the provision of the City Charter and Personnel Plan and not under the provisions of the contract.

Section 2. Educational Assistance.

A. Tuition Reimbursement. Employees who would like to receive consideration for payment of department-related educational courses shall submit written requests to the department head documenting estimates for the course at least five (5) months prior to the beginning of the fiscal year, during the initial preparation of the departmental operating budget. Provided departmental funds are budgeted and available, the EMPLOYER shall reimburse one half (1/2) the cost of tuition for department-related

educational courses taken by employees when approved in accordance with this Agreement. Determinations relative to available funds and whether the course is department related shall be made at the sole discretion of the department head. All courses to be eligible for payment under this section shall:

1. Be reviewed and approved by the department head prior to enrollment in the course.
2. Be initiated and completed while in the employ of the EMPLOYER.
3. Be completed with sufficient evidence to the department head of a grade of "B" or better or a Pass in a Pass/Fail rated class.
4. Be attended on the employee's own time.

B. Educational Support. It is the desire of the EMPLOYER and the UNION to encourage all employees to avail themselves of additional educational advancement. To that end, the parties agree that efforts will be made to accommodate employees' work schedules who are enrolled in educational courses. While the parties acknowledge that it may not be possible to accommodate each employee's request, an effort will be made to make accommodations through the schedule bidding process, which may include modification of assignments or other flexible work schedules in order to accommodate class needs.

Whenever the employee's schedule cannot be accommodated by accommodations, the Employee shall be allowed to utilize substitutions (swaps) and annual leave time to complete their course requirements.

Section 3. Educational Degree Bonus. Employees who, after the effective date of this Agreement, receive any of the following degrees or meet any of the following conditions shall receive an educational degree bonus paid on a one-time basis following the employee's receipt of such degree or meeting such condition after satisfactorily providing appropriate evidence of such degree or condition as follows:

A. Employees who would like to receive payment of the Educational Degree Bonus shall submit written requests to the department head documenting degree completion, or expectation of degree completion, at least five (5) months prior to the beginning of the fiscal year during the initial preparation of the department operating budget.

Associate of Arts or Associates of Science Degree or one-half of credit hours necessary to complete a Bachelors program for which the employee has been admitted provided the employee has completed a minimum of three (3) courses:	$1,000
Bachelor of Arts or Bachelor of Science:	$1,500
Master of Arts or Master of Science:	$2,000
Ph.D. – JD:	$2,500

ARTICLE VIII

HOURS OF WORK

Section 1. Hours of Work. The standard hours of work for all Employees shall consist of five (5) eight (8) hour shifts within a seven (7) day period commencing Sunday and continuing through Saturday.

Patrol Officers' hours of work shall be a modified four (4) and two (2) schedule that shall include training days as scheduled.

Non Patrol Officers' hours of work shall be a standard five (5) and two (2) schedule.

Any other hours of work and modifications or changes thereto shall be at the sole determination and discretion of the EMPLOYER.

Section 2. Patrol Schedule

A. Administration. The patrol schedule selection process shall be administered by an oversight committee comprised of two (2) representatives of the Employer and two (2) representatives of the Union.

B. Schedule. The schedule shall consist of five shifts: (1) day shift; (2) night shift; (3) midnight shift; (4) relief shift; and (5) impact shift. The schedule shall run for twenty-four consecutive weeks and consist of four 8.25 hour days, which includes a fifteen minute preparation/training time prior to each shift followed by two days off. For the impact shift, the schedule shall consist of four 10 hour shifts with three days off in each seven day work period.

Employees who work a substitution (swap) prior to or immediately after their regular shift shall extend their day by fifteen (15) minutes.

C. Selection. Shift and time assignments shall be made by seniority. Thirty (30) to sixty (60) days prior to a schedule rotation (24 weeks), each employee will submit their choices of shift and time assignments in priority order. Excluding the Impact Shift, the term "time" shall refer to either pass or regular. The term "pass" is defined as 0700 – 1500, 1500 – 2300, or 2300 – 0700. The term "regular" is defined as 0800 – 1600, 1600 – 2400, or 2400 – 0800.

Assignments will be made by the oversight committee consistent with this Section by seniority for shift and time selection choice.

D. Selection Overrides. The parties recognize that, due to other circumstances, it may become necessary to override an employee's shift and time selection choice.

In the event the Department, at its sole discretion, shall either place an employee on a specific shift or limit the employee's shift choices for remedial or probationary purposes that employee's selection will be affected as will the ability of any other employee to access the position selected for that employee.

The Department's decision with respect to shift and time placement for remedial purposes shall not be grievable during the employee's initial placement on that remedial cycle. The Department may order such remedial placement on successive cycle rotations; however, such order may be grieved.

The Department shall retain the right to place an employee on a specific shift and time, or limit the employee's shift and time choices, for two full consecutive 24 week rotations following the employee's training in the FTO program.

E. Training. Employees will be assigned four (4) training days per 24-week rotation. The training days will occur on Tuesdays.

Impact shift members shall work a 5 day, 8 hour/day workweek on training weeks.

In addition to the required eight (8) training days per year, employees will be required to successfully complete certain self-directed training modules at the discretion of the employer.

Specialty employees will have additional scheduled training. Coverage will be provided by the relief and impact shifts to the extent possible.

F. Leave Schedule Changes. The parties recognize that during any 24-week rotation, schedule changes may be required to accommodate such reasons as injury, promotion, retirement, termination, or resignation.

In the event of such occurrences, a volunteer for the vacant position will be solicited. Posting for this volunteer will be done at least seventy-two (72) hours in advance of the vacant position. The most senior eligible employee will receive the assignment. If a volunteer is not forthcoming, the assignment will be made in inverse seniority.

Eligible volunteer employees or eligible employees shall mean unit employees, except those on probation, remediation or specialty placement; or employees within their first two 24-week rotations following the FTO program.

G. Impact Shift. The impact shift shall consist of four standard 10 hour shifts followed by three days off. In training weeks, impact shift officers will work a standard eight (8) hour shift for non-training days in addition to the eight (8) hour training day obligation.

The impact shift will serve to meet staffing needs of the Department. Their schedule shall be flexible but advance notice of schedule changes shall be provided. Impact shift members may be utilized for special assignments as well as patrol duty.

H. Program Review. The Parties agree that the patrol schedule shall be reviewed for effectiveness on an on-going basis. Either Party may terminate this schedule with 45 days notice prior to the end of the third cycle rotation and each three cycle rotation thereafter. In the event of such notice, the Parties agree to meet and discuss the reasons for the notifying Party's desire to end the schedule. If no resolution is successful, at the end of the then current rotation, the patrol schedule will revert to the previous schedule, as contemplated under the previous contract executed on July 12, 1996.

I. Grievances. In the event that an employee or a supervisor shall have a question as to the application or interpretation of this section (excluding second or successive remedial assignments), a grievance shall not be filed until such time as the question is presented to the Oversight Committee for their review. The Committee shall issue its decision clarifying the process, application or interpretation of this Section, or a statement indicating that the members of the Committee are unable to reach an agreement. In the event that the Oversight Committee renders a majority decision, that decision shall not be grievable. In the event that the Oversight Committee cannot reach a majority consensus, a final determination shall be made by the Chief or his designee. A grievance may thereafter be filed in accordance with the procedures set forth in this Agreement.

J. Clarifications and Amendments. The parties recognize that this schedule represents a major change in the assignment of patrol officers and that questions and circumstances anticipated and unanticipated by the Parties will arise. In order to be able to respond to issues which need clarification or possible amendment of this Section, the Parties agree that the Labor/Management Committee shall have the authority to issue binding clarifications and/or amendments to this Section during the term of this Agreement.

K. Regular patrol shift personnel will now be required to repay the City one hour over the course of a six week cycle. Such hour will be provided to the individual's officer, supervisor, or on-duty supervisor in his absence. The makeup hour can be completed in a variety of ways to include, but not limited to, shift coverage, report writing or an assigned or agreed upon community policing activity.

ARTICLE IX

OVERTIME AND CALLBACK

Section 1. General. The EMPLOYER reserves the right to require Employees to remain on duty or return to duty, at such times and for such lengths of time as it shall deem necessary. An employee may work up to 24 hours of overtime (includes all types excluding court time) in any pay week. Additional overtime above the 24 hour limit may be required by the Chief or his/her designee in cases of emergency.

Section 2. Overtime Rate. Overtime at the rate of one and one-half (1½) times the Employee's regular hourly rate shall be paid for all hours worked beyond an EMPLOYEE'S regular work day. Overtime premium rate shall not be pyramided, compounded, added together or paid twice for the same time worked.

Section 3. Flex Time. EMPLOYEES may, on an intermittent basis, mutually agree with the EMPLOYER and UNION to flex schedules which include irregular daily hours. The UNION is not required to be consulted on each individual flex time arrangement, but specifically reserves the right to withhold their agreement to flex time arrangements, at which point the flex arrangement will not be implemented.

EMPLOYEES shall not receive overtime for flex time hours over their regularly scheduled work day. The EMPLOYER shall provide reasonable access to view daily work schedules, including any changes prior to the implementation of any flex time arrangement.

The EMPLOYER shall not require an employee to accept flex time in lieu of overtime. Further, an employee may not be negatively affected for refusing to accept flex time in lieu of overtime.

The following general guidelines shall be utilized when considering flex time requests made by or of officers:

1. Employees and the Department may flex hours intermittently within fixed 28 day periods. These 28 day periods are fixed and begin at the commencement of a 24 week patrol shift cycle and continuing every 28 days subsequently. At no time shall any flex arrangement carry over from one 28 day cycle to another.
2. Employees may be able to be involved in up to 2 flex arrangements at any given time, with up to 16 ½ hours flexed at any given time. More than 2 flex arrangements per employee or total time involved being over 16 ½ hours is prohibited.
3. Reconciliation of the hours owed must be defined and scheduled at the time of the request and approval of the flex time.
4. The Department or the Employee may decline the flex arrangement.
5. No flex arrangements shall be approved that will result in a cost to the City.
6. Flexing of hours is not in any form intended to be a replacement for the appropriate and approved use of sick time, annual leave or regular shift substitutions.

Section 4. Callback Time. Callback shall pertain to work performed outside an Employee's regularly scheduled work day. Callback shall not pertain to work time annexed consecutively to one end or the other of the scheduled work day. An Employee called to duty within four (4) hours of the start of his regularly scheduled work day shall be paid overtime to the start of the regular work shift, whether he works the entire period or not. Callback shall not pertain to scheduled overtime. An Employee called back under this section shall be paid a minimum of four (4) hours at one and one half times the straight time hourly rate, except as otherwise provided herein.

A. Callback shall be further defined as an unscheduled work event that is outside an Employee's regularly scheduled work day and that is not previously known to the Employee prior to 8 (eight) calendar days before the beginning of the unscheduled work event.

Work performed outside an Employee's regularly scheduled work day, which is known to the Employee more than 8 (eight) calendar days before the beginning of the work, is considered to be scheduled overtime. Furthermore, scheduled overtime is for an event paid for by the City and are not outside details.

Scheduled overtime shall be paid as follows:

Employees working scheduled overtime shall be paid a minimum of two (2) hours at one and one half times the straight time hourly rate, or for actual time worked if the work is greater than two (2) hours.

Employees working scheduled overtime that begins within two (2) hours of the start of a regular work shift shall be paid overtime to the start of the regular work shift, regardless of the amount of time worked.

Employees working scheduled overtime that begins at the conclusion of a regular work shift shall be paid for the actual time worked.

Section 5. Off Duty Communications. A duty related communication to a third party, which is outside of an employee's regularly scheduled hours of work that had previously been

approved or ordered by a supervisor, shall be compensated at the following rate: 0-30 minutes, 1 hour pay at the employee's regular rate; 31 minutes or more, 1 hour at the employee's overtime rate or time actually worked at the overtime rate, whichever is greater. The actual time shall be documented and recorded on the payment request slip and shall include the authorizing official.

Section 6. Canine Officer – The K-9 Officer shall receive four (4) hours of overtime pay per week for feeding and caring for his/her dog while off duty.

ARTICLE X

OUT-OF-CLASSIFICATION WORK

Section 1. Definition. For the purposes of this article, out-of-classification work shall mean the assignment to a classification in a higher labor grade. Such an assignment shall be referred to as "acting status".

Section 2. Payment. An Employee who is assigned to perform out-of-classification work for a period of five (5) consecutive regular work days or longer shall, for all hours worked in such capacity, receive a wage rate to be determined by:

Adding five percent (5%) to the Employee's current regular hourly rate and then placing the Employee at the step in grade of the higher classification which is closest to this hourly rate without being less.

Section 3. Limitation on Applicability. The provisions of section 2 of this article shall not apply to out-of-classification work for periods of less than five (5) full shifts.

ARTICLE XI

WITNESS FEES

Section 1. Procedure: Any off-duty police officer who must physically appear (hereinafter "appearance") for matters arising out of his or her official duties, including conferences with prosecuting officials, hearings and complaints, signing of complaints, civil court, involuntary hospitalization hearings, depositions, parole or probation hearings, and motor vehicle hearings or any other approved meeting location directed or approved by a supervising officer, shall be compensated according to the following:

A. Where applicable: Employees shall be compensated by a minimum of three consecutive hours of the employee's overtime rate per day (minimum daily rate). The employee shall be paid their overtime rate for all time spent in court or hearings beyond the minimum daily rate. However, should an officer be required to make an appearance outside of the three consecutive hours of the first appearance, which is not contiguous in time, the officer shall be entitled to an additional minimum appearance rate. The Joint Labor Management Committee will issue interpretative guidelines to assist the parties in the application of this Article. Unless mutually agreed upon, the interpretative guidelines shall not control the interpretation of this Article.

B. Any breaks in the hearing time period which exceed one half (1/2) hour when scheduled by the presiding authority of said hearing (i.e. judges, court clerks, hearing officers or prosecutors), shall not be calculated as time worked for the purposes of paying overtime for time spent in court or hearings beyond the minimum daily rate.

ARTICLE XII

HOLIDAYS

Section 1. Observed Holidays. The following shall be recognized as paid holidays in accordance with provisions set forth herein:

New Year's Day	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Fourth of July	Day after Thanksgiving
Labor Day	Christmas

Section 1a. Floating Holidays. In addition to the above holidays, Employees shall be granted two additional floating holidays in lieu of Martin Luther King Day and State of N.H. Election Day. The holiday time shall be credited to each Employee's Annual Leave Balance on the last day of the month in the month preceding the month in which the holiday would otherwise have been observed.

Section 2. Eligibility.

2.1 Non-Patrol Assignments: Employees not assigned to the Patrol Division shall receive the holiday off with pay.

2.2 Patrol Assignments: Employees assigned to the Patrol Division shall work their regularly assigned shift as scheduled, without regard to the occurrence of the holiday, except that if the holiday falls on a Department training day the Employee shall receive the holiday off with pay.

2.3 Method of Payment, Patrol Assignments: If a holiday occurs on the Employee's regularly scheduled day off, or occurs on his regularly scheduled workday and he does not receive the holiday off, the Employee shall receive for each holiday, in addition to his regular pay, eight (8) hours of pay at his regular hourly rate.

ARTICLE XIII

ANNUAL LEAVE

Section 1. Formula. An Employee's annual leave accrual shall be based upon a fraction of an hour accrual for each of the standard annual work hours schedule (e.g. 2080 hours for a 40 hour per week employee) as shown below in column 2:

Column 1	Column 2	Column 3	Column 4
Years of Continuous Service	Hourly Accrual	Monthly Accrual	Annual Accrual
0 thru 1	.0462 hrs.	8.0 hrs.	96 hrs.
2 thru 5	.0500 hrs.	8.67 hrs.	104 hrs
6 thru 10	.0615 hrs.	10.67 hrs.	128 hrs.
11 thru 15	.0731 hrs.	12.67 hrs.	152 hrs.
16 thru 20	.0846 hrs.	14.67 hrs.	176 hrs.
21 thru 25	.0962 hrs.	16.67 hrs.	200 hrs.
Over 25 years	.1000 hrs	17.33 hrs	208 hrs.

MAXIMUM ACCRUAL ALLOWABLE: Effective upon the signing of the Agreement, the maximum accrual allowable will be two and one half times the annual accrual rate in hours.

Section 2. Procedure.

A. All requests for annual leave must be submitted in writing to the Employee's immediate supervisor, except in the case of Employees assigned to the Patrol Division who shall submit such requests to their Group Commander.

B. Requests for annual leave must be made no more than 75 nor less than 7 days in advance of the date upon which the requested leave will commence. All requests for annual leave require approval by the Employee's Bureau Director or the Chief of Police, except as provided in Section 2 below:

1. Exceptions to the 7 day minimum notice for routine annual leave may be granted by the Employee's Bureau Director or the Chief of Police.

2. Emergency annual leave requests for up to one work shift may be granted by the Watch Commander at any time for bona fide emergencies where the established advance notice is not possible.

C. Employees requesting annual leave shall be notified in writing of the approval or disapproval of their request within four (4) calendar days.

D. Annual leave shall be granted on a first come first serve basis, unless conflicting requests for similar dates are received within three days of each other, in which case leave shall be granted by classification seniority.

E. No more than two (2) weeks vacation shall normally be granted at one time. Exceptions may be made by the Chief of Police, provided the extra time does not prohibit another employee from receiving their requested leave.

F. Limitations on the number of Employees from organizational components or patrol groups allowed to be on leave at any given time are as follows:

Patrol group working day/evening shifts:
No more than two (2) Employees.

Patrol group working the midnight shift:
No more than one (1) Employee.

Other divisions and units:
No more than 50% of the assigned personnel, except for one-person units.

G. The Chief of Police or his designee may allow for exceptions to these guidelines based upon staffing levels or other organizational considerations.

Section 3. Holiday Occurrence. When a holiday occurs on an Employee's annual leave day, the Employee shall not receive holiday pay, nor shall he be charged an annual leave day. He shall, however, receive his regular, straight time pay for that day.

Section 4. End of Employment Applications.

4.1 Death: If an Employee dies while in the City's service, and there is remaining to his credit days of annual leave, it shall be payable to the following classes in the following order of priority:

A. A named beneficiary whose name has been filed by said Employee with the City Personnel Department;

B. When not having so filed a named beneficiary, to their spouse;

C. When not having named a beneficiary or not being survived by a spouse, to the estate of the deceased.

4.2 Other Separation: An Employee who retires or resigns from the service of the City or who is terminated or discharged through no fault or delinquency of their own shall be entitled to receive a lump sum payment of all accumulated annual leave.

ARTICLE XIV

SICK LEAVE

Section 1. Sick Leave Use. An Employee may only utilize accumulated sick leave for actual illness, injury and disability of the Employee; or to provide care for an ill dependent member of the Employee's immediate family or any other relative living in the same household; or to meet dental or doctor appointments. When sick leave is used due to illness in the immediate family, use of such leave shall not exceed three (3) days for any one occurrence of such family illness.

Sick Leave shall be accrued at the rate of .0308 hours for each hour worked based on a 40 hour work week up to a maximum of 200 hours.

1.1 Definition. "Immediate Family" shall include the Employee's spouse, mother, father, sister, brother, child, step-child, foster child, grandmother, grandfather.

Section 2. Procedure. In order to receive compensation for sick leave, an Employee must have an adequate balance in the appropriate sick leave account and meet the following requirements:

In the case of injury or illness commencing prior to the work shift, the Employee must notify his Department Head or designee at least one (1) hour before the start of his regular work shift.

In the case of injury or illness commencing after the Employee has reported for duty, an Employee must notify his Department Head or designee and gain approval for leave prior to leaving his duty station.

The approval of all sick leave shall be documented by the completion of an APPLICATION FOR LEAVE form.

Section 3. Proof of Illness. Proof of illness may be required by the Department Head or City Manager, but in any event absences for more than three (3) days shall be substantiated by a physician's certificate.

ARTICLE XV

BEREAVEMENT

Section 1. Leave. In the event of death in the immediate family of an Employee, the Employee shall be granted up to three (3) days of paid leave of absence to make immediate household arrangements or to attend funeral services.

Section 2. Definition. For purposes of this Article "Immediate Family" shall mean: the Employee's Spouse, Mother, Father, Step-Mother, Step-Father, Foster-Mother, Foster-Father, Father-in-Law, Mother-in-Law, Grandmother, Grandfather, Grandchild, Sister, Brother, Child, Step-Child, Foster Child, or any other relative living in the same household.

ARTICLE XVI

SUBSTITUTIONS

Section 1. General. Employees recognize the requirement that they adhere to established work schedules. Subject to the approval of the Police Chief or his designee, mutually qualified Employees may be permitted to substitute for one another. The following minimum conditions shall apply:

A. Substitutions for purposes of outside employment or business activity, except for extra duty assignments, are prohibited.

B. Substitutions for UNION business, if necessary, shall be allowed.

C. Such substitutions or a failure to complete the pay-back shall not result in additional costs to the EMPLOYER. The Employee who should have worked the shift under the substitution agreement will reimburse the EMPLOYER for all such additional costs.

D. At no time shall the hours worked by the substitute Employee be used in the computation of overtime wages.

E. Substitutions shall be repaid within 28 calendar days from when they occur. The pay-back date shall be included as part of the original substitution request and shall be subject to the same approval process. Any Employee who has not paid back a substitution during the normal pay-back period shall be ineligible for further substitutions until such pay-back has occurred.

F. Substitutions may only be arranged between two (2) employees, i.e. no third party swaps will be permitted. On a case by case basis, supervisors may authorize the swapping of hours between two employees on a given shift in order to facilitate a swap with another employee.

G. The Parties agree that a standard substitution form shall be established which will identify the employee who regularly works the substituted shift and the employee who will be the substitution. Both employees will sign off on the form or, in the case of telephone confirmation, it will be so indicated and initialed by the appropriate supervisor. The form will also require an appropriate supervisor to sign the substitution form in all cases.

H. Employees who work a substitution (swap) prior to or immediately after their regular shift shall extend their day by fifteen (15) minutes.

ARTICLE XVII

GRIEVANCE PROCEDURE

Section 1. Definition. A grievance is defined as a claim or dispute by an Employee arising out of the application or interpretation of this Agreement, under express, written provisions of this Agreement, and shall be processed in the following manner:

Section 2. Step 1. An Employee having a grievance must notify the Employee's immediate supervisor of the grievance within five (5) working days from the date of the event giving rise to the grievance. Such grievance shall be discussed between the Employee and his immediate supervisor at a mutually agreeable time. The immediate supervisor shall give his decision within five (5) working days from the date of the discussion with the Employee.

Section 3. Step 2. If the grievance remains unresolved following the decision of the immediate supervisor, then such grievance may be submitted to the next official in the Employee's chain of command. It must be submitted in writing within five (5) working days from the date of the decision by the immediate supervisor at Step 1.

The written grievance shall take the following form:

A. A complete statement of the grievance and the facts upon which it is based;
B. The Article(s), or section(s) of this Agreement claimed to have been violated;
C. The remedy or correction requested; and
D. The signature of the grievant.

Any grievance which does not contain these minimal elements shall not be subject to the arbitration procedure set forth in this Article.

The official shall render his decision within seven (7) working days from the date the grievance was received.

Section 4. Step 3. If the grievance remains unresolved following the completion of Step 2, the written grievance may be submitted to the appropriate Bureau Director within five (5) working days from the date of the decision rendered at Step 2. The Bureau Director shall render his decision within seven (7) working days from the date the grievance was received. In the event that the Bureau Director was the official involved at Step 2, the Employee may proceed directly to Step 4.

Section 5. Step 4. If the grievance remains unresolved following the decision of the Bureau Director, the written grievance may be submitted to the Chief of Police within five (5) working days from the date of the decision rendered by the Bureau Director at Step 3. The Chief of Police shall render his decision within ten (10) working days from the date the grievance was received.

Section 6. Step 5. If the grievance remains unresolved following the decision of the Chief of Police, the UNION may submit said grievance to arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association (AAA), or another mutually agreed third party, such action to be filed with AAA or the other mutually agreed third party within fifteen (15) calendar days following the decision of the Chief of Police. If the UNION fails to submit said grievance to arbitration, the grievance shall be deemed abandoned and no further action shall be taken with respect to such grievance.

Section 7. Step 6. Arbitration. The Arbitrator shall convene a hearing at the earliest possible date for the purpose of hearing the grievance.

7.1. The Arbitrator shall have no authority to amend, modify, nullify, ignore, add to, or subtract from the specific written provisions of this Agreement. The Arbitrator shall only consider and make a decision with respect to the specific issue submitted by the Parties, and shall have no authority to make a decision on any other issue not so submitted. The Arbitrator shall provide the parties with his decision within thirty (30) days following the close of the hearing. The Arbitrator's decision shall be final and binding on all Parties as to the matter in dispute.

7.2. Nothing in this section limits the right of the Parties to be represented by legal counsel during the arbitration process.

7.3. Each Party shall pay the expenses of their own representatives, and they shall equally share the cost of the Arbitrator.

7.4. If either Party desires a verbatim record of the proceedings, it may cause a record to be made, providing it pays for the record and makes copies available without charge to the other Party and to the Arbitrator.

7.5. Any award recommended by the Arbitrator may be retroactive to the date the grievance was submitted at Step 1 or up to an additional five (5) days if the event occurred within this time period. In no case shall a grievance be deemed to have occurred prior to the effective date of this Agreement, except as specifically acknowledged and identified in writing by the parties on the date this Agreement is signed.

Section 8. Time Limits. The time limits for the processing of grievances may be extended by written consent of both Parties. Where the specified time limits have lapsed and no extension has been provided for as specified herein, the grievance shall be considered settled in accordance with the EMPLOYER'S last response.

Section 9. Right of Employer. Nothing contained herein shall be construed as limiting the right of the EMPLOYER to pursue resolution of a grievance under this Article.

Section 10. Exclusions. Questions involving the City Charter, City Ordinances, published policies and regulations, provisions of RSA 273-A, and other provisions of law or policies and regulations of appropriate authorities outside the City shall not be subject to the grievance and arbitration procedure set forth herein, regardless of whether such matters are quoted, cited, or otherwise incorporated in this Agreement. This grievance procedure shall not cover any matter for which statutory appeals procedures exist.

ARTICLE XVIII

SENIORITY

Section 1. Type. Seniority shall refer to the time an Employee has been continuously employed by the Department in the classification of Police Officer. An Employee shall receive seniority status after the completion of probation. When two or more Employees have the same date of hire, seniority shall be established in the order they are listed on the employment eligibility roster. In the event this does not resolve the tie, then seniority shall be determined according to the earliest employment application date.

Section 2. Loss of Seniority. An Employee shall lose seniority and employment with the EMPLOYER shall be considered terminated for all purposes if:

A. The Employee quits.
B. The Employee is absent without leave for three consecutive days.
C. The Employee fails to report to work at the termination of a leave of absence.
D. The Employee who has been part of a reduction in force fails to respond within five (5) working days after being recalled.

E. The Employee is separated from the payroll of the EMPLOYER by a reduction in force action lasting more than twelve (12) months.
F. The Employee is discharged.
G. The Employee retires.

Section 3. Application: This article shall have application only as specifically provided for within this Agreement.

ARTICLE XIX

REDUCTION IN FORCE

Section 1. Procedure. In the event of a reduction in force for any reason within the position classification of Police Officer, Employees with the least seniority will be laid off first.

Section 2. Employer Prerogatives. Nothing in this Article shall in any way restrict the prerogatives of the EMPLOYER to determine whether there shall be a reduction in force, the form such reduction shall take or the duration of such reduction in force.

Section 3. Return to Bargaining Unit. Any Sergeant who is laid off may return to this bargaining unit replacing the Police Officer having the least departmental seniority, provided that his own department seniority is greater and that he is otherwise qualified for the position. This section shall apply only to those Employees who held the rank of Police Officer in this department.

Employees who are promoted to the classification of Sergeant may re-enter this bargaining unit at any time during their probationary period, even if the Police Officer with the least departmental seniority must be laid off. This section shall apply only to those Employees who held the rank of Police Officer in this department.

Section 4. Order of Recall. Employees shall be called back in the inverse order of lay-off by classification recalled.

Section 5. Stipulations. A laid off Employee shall be eligible for recall if the recall notice is issued within twelve (12) months from date of layoff. Nothing in this Article shall be construed to eliminate the requirement of recalled Employees to continue to meet job qualifications. Failure by an Employee to report to work in accordance with the provisions of a recall notice shall result in loss of all rights of recall.

Section 6. Notification of Recall. Employees who are eligible for recall shall be sent a recall notice by registered mail. The Employee must notify the Chief of Police in writing within five (5) working days after receiving the notice of recall of his/her intention to return to work. Failure by the Employee to so notify the Chief of Police shall represent a decision not to accept the recall. The EMPLOYER shall be deemed to have fulfilled its obligations under this Section by mailing the recall notice by registered mail to the last address provided by the Employee. It shall be the obligation and responsibility of the Employee to immediately notify the Chief of Police of any changes in mailing address during the twelve (12) month period from layoff provided by this section.

ARTICLE XX

BULLETIN BOARD

Section 1. Bulletin Board. The EMPLOYER will provide the UNION reasonable space on a bulletin board in a non-public area. The UNION shall use this board for posting of notices pertaining to recreational and social activities, UNION elections, reports of the UNION, or its committees, UNION meeting notices, legislative enactments, decisions of the Public Employee Labor Relations Board (PELRB), and judicial decisions affecting public employee labor relations. The UNION shall not post any materials which are obscene, defamatory, or which impair the operation of the department, or which constitute partisan political campaign material.

Where the EMPLOYER finds material posted on the bulletin board to be objectionable, as violative of this Agreement, it will consult with the UNION or any representative. If such consultation does not resolve the EMPLOYER'S objections, the material in question shall be promptly removed from the bulletin board by the UNION. In the event that the UNION fails to remove the objectionable material, the EMPLOYER may do so. The UNION may pursue the matter through the grievance procedure for resolution.

ARTICLE XXI

UNIFORMS - EQUIPMENT

Section 1. Items to be Provided. The EMPLOYER shall provide all articles of uniforms and equipment which are required by the Employer, provided said articles are unique to police service and not suitable for off-duty wear. All such articles which are determined by the EMPLOYER to have been damaged in the line of duty shall be repaired or replaced by the EMPLOYER.

Section 2. Items to Be Returned. Employees, at the time of termination of employment, are required to return all articles of uniforms and equipment which were provided by the EMPLOYER.

Section 3. Cleaning of Uniforms. The EMPLOYER shall provide cleaning for two pairs of uniform trousers per week per Employee.

Section 4. Clothing Allowance. Employees whose assignments require them to routinely wear civilian clothing in lieu of a uniform shall be provided with a clothing allowance of $550.00 per year, effective 1/1/2008, paid in two semi-annual installments. This allowance shall be pro-rated for Employees who are not eligible to be paid the full year's allowance.

ARTICLE XXII

ACCESS TO PREMISES

Section 1. Provisions. Access to Department premises or contact with on-duty Employees by accredited non-Employee representatives of the Concord Police Patrolmen's Association

shall be subject to the sole discretion and approval of the EMPLOYER'S designated representative.

ARTICLE XXIII

INTERNAL UNION BUSINESS

Section 1. Duty Hours. The internal business of the Union shall be conducted during non-duty hours.

Section 2. City Facilities, Vehicles and Equipment. Use of EMPLOYER'S facilities to conduct internal UNION business shall be allowable by permission of the Chief of Police and at his sole discretion, but shall not be unreasonably denied. Requests to use the EMPLOYER'S facilities shall be made at least one week in advance of the meeting date.

City vehicles, equipment, supplies, devices or on-duty Employees shall not be used in the support of internal UNION business activities or UNION meetings. The initiation, typing, and filing of a grievance shall be exempt from this paragraph.

Section 3. Union Leave. With approval of the Police Chief, the Officers of the Union or their designated representatives shall be entitled to a combined total of forty (40) hours leave with pay per calendar year for official UNION business and conventions. The following conditions shall apply to such leave:

A. Requests for leave shall be made to the Police Chief by the officers at least one (1) week in advance whenever possible.
B. No more than two (2) Union Officers shall be granted such leave at any one time without the approval of the Police Chief.
C. Such leave may not be granted if the Police Chief determines that it may disrupt or interfere with department operations.
D. Additional non-pay status leave may be granted upon request by the UNION to the Police Chief. Employees granted such non-pay status leave will not be required to use their accrued annual leave, but may do so if both parties mutually agree.

ARTICLE XXIV

NO STRIKES

Section 1. No Strikes. Neither the UNION nor any officers, agents or Employees will instigate, cause, encourage, participate in or support any strike. In the event of any strike or threat of a strike on the part of any Employee during the term of this Agreement, the UNION shall, upon the occurrence of such strike or learning of the threat thereof, notify the Employees involved that such action by them is unauthorized and in violation of the provisions of this Agreement.

ARTICLE XXV

WAIVER OF AGREEMENT

Section 1. Waiver. The failure of the EMPLOYER or the UNION to insist, in any one or more situations, upon performance of any of the terms or provisions of this agreement shall not be considered a waiver or relinquishment of the right of the EMPLOYER or the UNION to future performance of any such term or provision of this agreement. The obligations of the EMPLOYER and the UNION to such future performance of the terms or provisions of this agreement shall continue in full force and effect.

ARTICLE XXVI

FINAL RESOLUTION

Section 1. General. The Agreement expressed herein, in writing, constitutes the entire Agreement between the Parties and no oral statement shall add to or supersede any of its provisions. Any change in this Agreement must be mutually agreed upon by the parties and must be in writing.

ARTICLE XXVII

MID TERM BARGAINING

Section 1. Procedure. In the event the EMPLOYER contemplates a change in a condition of employment, which is a mandatory subject of bargaining during the course of the contract period, the EMPLOYER will give notice to the UNION. The UNION may initiate a request to bargain such a change. Such a request must be initiated in writing within 7 days after notification to the UNION.

The following procedure shall govern:

1. The parties will meet to negotiate the change to resolution or impasse. In the event of an impasse, the EMPLOYER may implement its last official proposal.

Section 2. Dispute Resolution. In the event there is a claim that there has been a violation of this article, the matter will be subject for review only by the applicable procedures of the New Hampshire Public Employees' Labor Relations Board (PELRB) and shall not be subject to the grievance procedure embodied in this agreement.

ARTICLE XXVIII

LABOR MANAGEMENT COMMITTEE

The Parties agree that it is in their best interests to maintain an open dialogue with respect to the administration of this agreement and the exchange of information relative to the performance of the Department's mission and the work performance of Unit members.

The Parties agree that a Labor/Management Committee shall be established as of the effective date of this Agreement. The Labor/Management Committee shall consist of the members of the Parties' respective negotiating committees.

The Labor/Management Committee shall meet at least every other month, as needed, at a mutually agreeable time. Agenda items shall be exchanged between the Parties seven (7) days prior to such meetings, provided that additional items may be added to any agenda without notice. More frequent meetings of the Labor/Management Committee may be scheduled by the mutual agreement of the Parties at any time.

ARTICLE XXIX

MASTER POLICE OFFICER

On the 10th anniversary of full-time sworn police officer service with the City of Concord,(or 10 years of full-time sworn police officer service with a minimum of 3 years with the City of Concord), any officer below the rank of Sergeant may be bestowed the title of Master Police Officer. The officer must:

A. At the time of appointment be in good standing with the police department. Good standing is defined as obtaining a satisfactory overall score on the officer's most recent annual evaluation.

B. Have obtained a score of 80% on the Sergeant's Written Examination. Employees not obtaining a score of 80% shall be permitted to re-take the Sergeant's Written Examination after thirty (30) days. A total of three re-takes, with at least thirty (30) days between test dates, shall be allowed before the Employee will have to wait until the next available testing date, as set forth in section D of this article.

C. Employees are deemed to be eligible to take the Sergeant's Written Examination commencing no sooner than 12 months prior to when they can become a Master Police Officer.

D. If no Sergeant's Written Examination has been offered during that time period, or if the employee was unable to take the test at the time it was offered, an examination will be administered during the month of October for those eligible.

E. Effective July 1, 2005, those Employees presently designated as Master Police Officers shall be grandfathered as Master Police Officers and, as such, are not required to take the Sergeant's Written Examination.

F. The eligibility date for the Master Police Officer bonus shall be November 10th of each year. All the above criteria must be met on or before November 10th in order to receive the bonus cash payment.

G. Duly qualified Master Police Officers shall receive a 2% (of their current annual base salary at the time of payment) cash bonus. This bonus increases to 2.5% effective on 11/10/2011 subject to the terms set forth in this article.

H. Payment of the Master Police Officer bonus will be made annually in November with this payment being credited into the payroll system on November 10th (or in the case where this day is a holiday or weekend day, the next regular business day).

I. Once the Master Police Officer designation has been achieved, it shall not be removed by the City. However, in order to continue to receive the bonus, the Employee shall maintain good standing as defined above in Section 1.

This position will have no more authority than any other officer. The position will serve to recognize the officer to all citizens, merchants, family and peers for their landmark achievement. In accordance with this title, the officer will wear a single silver stripe with a rocker stripe surrounding a single star on his/her shirt sleeve to be consistent with the practices of the Concord Police Department pertaining to the wearing of rank.

ARTICLE XXX

MARKET ADJUSTMENT

In an effort to be fair and equitable to all parties involved, every officer with 20 or more years of service will receive a yearly market adjustment to their salary. Effective January 1, 2011, the officers will receive a $1500.00 adjustment to their salary annually to coincide with the payment of the officers' merit increase/bonus (the first full pay period following the anniversary date of each employee). This annual market adjustment shall increase to $1650.00 effective January 1, 2012.

ARTICLE XXXI

HEALTH INSURANCE

Section 1. General. The EMPLOYER will provide Employees with points (dollars) to be utilized in making purchases from the optional portions of the City's Beneflex (flexible benefits) Program. These points will be based upon the health insurance plan designations: One Person, Two Person, and Family Plan. Individual Employee point allocations shall be determined by the Plan for which the Employee is eligible. The EMPLOYER contributions will be as follows:

Effective 1/1/11 – 6/30/11, the amount the EMPLOYER contributes will be equal to 8,030 for a One Person, 16,093 for a Two Person and 23,073 for a Family Plan. The EMPLOYER'S contribution will be adjusted using the formula listed below:

Change in EMPLOYER'S Contribution = [(New Two Tier POS Rate x 1.2712) – (Current Two Tier POS Rate x 1.2712)]/2

Effective 7/1/11, the amount the EMPLOYER contributes will be equal to 8,267 for a One Person, 16,571 for a Two Person and 23,747 for a Family Plan. For subsequent years, the EMPLOYER'S contribution will be adjusted using the formula below.

Increase in City Points = [(New HMO 250– Current HMO 250) x .84777)]

New points for the current year = current points + increase in city points.

Any costs above this ceiling shall be contributed by the EMPLOYEE. Contributions of both parties are cumulative year to year.

The EMPLOYER reserves the right to change or provide alternate insurance carriers as the EMPLOYER deems appropriate, so long as the new coverage and benefits are similar to the plan it is replacing.

Section 2. Beneflex Program The EMPLOYER'S Beneflex Program is a matter of City policy and is not a part of this Agreement, nor shall any benefits provided under the Beneflex Program be otherwise provided for within this Agreement. Any matter, any issue, or any question concerning the content or the administration of the City's Beneflex Plan remains within the sole discretion of the City and any review or resolution of those matters will be accomplished through the applicable City procedures and forums.

ARTICLE XXXII

RETIREMENT BADGE

Members of the Union shall be eligible to obtain a "Retirement Badge" of a model and style consistent with that in use at the time of this agreement upon their retirement from the Concord Police Department. Only those members who have left the Concord Police Department with a "Service Retirement" or a "Disability Retirement" (as defined by the New Hampshire Retirement System on the effective date of retirement) and are in good standing are eligible under this article. There shall be no cost in any way to the City under this article.

For the purposes of this article, good standing shall be defined as having not engaged in any conduct that brings disrepute upon the Department and/or the City.

ARTICLE XXXIII

COMMAND AREA DESK NOTES

At the time of an employee's annual evaluation, notes for individual employees are to be deleted except for the preceding 24 months.

ARTICLE XXXIV

RESIDENCY

All sworn members of the Concord Police Patrolmen's Association shall reside within fifty (50) road miles of the Concord city line.

Sworn officers shall submit a written notice (Change of Address Form) to the Chief of Police when moving from one permanent address to another.

ARTICLE XXXV

TERM OF AGREEMENT

EXPLANATION: This Agreement covers the period from 1/1/11 - 12/31/2013. It shall not take full force and effect until it is ratified and signed by both parties. This means that upon the signing of this Agreement by both parties, the terms of this Agreement will then be in full force and effect from that date forward only.

Section 1. Duration. This Agreement shall take effect as of date of signing to continue in full force and effect through 12/31/2013. Thereafter, it shall be automatically renewed from year to year, beginning 1/1/2014, unless either Party acts to terminate it.

Section 2. Termination. If either party desires to terminate the automatic renewal of this Agreement, or any part thereof, written notice of such intention shall be delivered to the other Party, no later than June 10th, immediately preceding the desired termination date of 12/31/2013. A Party, upon receipt of notice of termination, shall, no later than July 10, notify the other Party if it desires to terminate all or part of this Agreement. In the event that either party notifies the other of its intent to terminate this Agreement, then this Agreement shall terminate on 12/31/2013.

Section 3. Negotiations. In the event either Party issues a notice of termination as provided above, both parties hereby agree to commence, in good faith, collective bargaining with respect to terms of a new Agreement no later than September 10th . If either the date of the notice or date of the commencement of negotiations falls upon a Saturday, Sunday or Holiday, such date shall be considered to be the next following regular working day of the EMPLOYER. Negotiations hereunder shall be conducted by authorized representatives of the UNION and the EMPLOYER.

In witness whereof, the parties hereunto cause their names to be hereunto affixed and to duplicate hereof by their duly authorized officer, as of the 23rd day of September 2011. Both such signed copies shall be considered originals.

Witness:

Suzanne Sterns

The City of Concord
By:

City Manager

Witness:

Suzanne Sterns

The Concord Police Patrolmen's Association
By:

President

Approved as to form and execution

By:

James Kennedy, ~~Deputy~~ City Solicitor

LETTER OF UNDERSTANDING
BETWEEN

THE CITY OF CONCORD

AND

CONCORD POLICE PATROLMEN'S ASSOCIATION

CONCERNING REDUCING THE NUMBER OF PERSONNEL INVESTIGATIONS OF THE CONCORD POLICE PATROLMEN'S ASSOCIATION

The Parties agree that a well defined system for the administration of discipline including objective standards and guidelines that are administered in a consistent fashion should be applied to all employees equitably and without bias or prejudice.

The Parties recognize that it is in the best interests of all members of the Concord Police Department that the investigation of a complaint should be conducted in a prompt, thorough and impartial manner in regard to any allegations of possible misconduct of members of the Unit. In pursuit of these common goals, the Parties agree to the following:

A. The Parties shall strive to make a reduction in personnel investigations, in regard to externally and internally generated complaints, a Departmental goal.

B. The City will develop and maintain a database with regard to the type and nature of both internally and externally generated complaints. In maintaining this database, the City shall at all times abide by any state, local or federal laws, regulations and rules in regard to confidentiality of employee records.

C. The City shall share this information with the Union, or any bona fide representative of the Union, in regard to the database collection. The Union agrees that the City may redact identifying information to protect the confidentiality of individual patrolmen. However, the City shall disclose individual employee records upon the request and agreement of the individual employee.

D. The Parties agree that it is the right of each patrolman to be provided with a copy of the City of Concord's disciplinary procedure, whether it entails a City of Concord Police Department General Order or the City of Concord Personnel Rules and Regulations or any other source. The City will initiate a workshop or seminar for all employees to attend in order to explain to each employee their rights and obligations under the City of Concord's disciplinary procedure and the interaction between the collective bargaining agreement, the City of Concord Police Department's Rules and Regulations, the City of Concord's Personnel Regulations and any other rule or matter that may be utilized by the City of Concord in administering discipline. This workshop or seminar should be updated periodically to reflect changes in policy and to inform new hires of their rights and obligations.

E. The City agrees to amend its General Orders, Rules and Regulations and/or Personnel Rules in regard to individual investigations to include the following rights of the employees:

F. The City agrees to provide sufficient information in regard to any complaint initiated against an individual to allow that individual to be able to adequately respond.

G. The City agrees that the employee may request a status report as to the investigation of any particular matter.

H. The Parties agree that any individuals who have availed themselves of an appeal of discipline from their superiors to the City of Concord Personnel Appeals Board may request an informal review of the discipline in order to attempt to resolve the issue prior to the actual Personnel Appeals Board hearing. The employee or their representative must file a request for an informal session within thirty (30) calendar days from receipt of the written discipline. This time limit may be waived by agreement of the Parties. The notice of a request for an informal review will be forwarded to the Chief of Police and the Personnel Director of the City of Concord.

For the UNION: Timothy King

Date: 9-23-11

For the CITY: [illegible]

Date: 9.23.11

LETTER OF UNDERSTANDING

BETWEEN

THE CITY OF CONCORD

AND

CONCORD POLICE PATROLMEN'S ASSOCIATION

CONCERNING COMMUNITY POLICING

WHEREAS, it is recognized and understood by the Parties that the Parties have a mutual interest in initiating and further developing community policing; and

WHEREAS, the Parties have defined community policing as solving problems in partnership with community organizations, both formal and informal; and

WHEREAS, the Parties wish to work together to balance the need to respond to calls for emergency service with the approach of non-emergency outreach in order to prevent crime through developing problem-solving partnerships with the community.

THEREFORE, the Parties agree to work together to identify areas of the City with problems, to train and educate officers regarding what steps they can take to promote community policing and what resources are available, to assist officers in understanding the Department's expectations, identifying those skills such as listening, courtesy, interpersonal communication skills and follow up contact needed to promote community policing thereby improving the quality of services provided by the Concord Police Department to the citizens which it serves.

For the UNION: Timothy Kay

Date: 9/23/11

For the CITY: [illegible]

Date: 9.23.11

LETTER OF UNDERSTANDING
BETWEEN

THE CITY OF CONCORD

AND

CONCORD POLICE PATROLMEN'S ASSOCIATION

CONCERNING MASTER POLICE OFFICER EXAMINATION

The parties agree that a labor management committee shall meet within sixty (60) days following the ratification of this agreement to begin discussions regarding the creation of a new Master Police Officer examination. The new Master Police Officer examination should consist of topics such as Concord Police Department directives, State of New Hampshire laws, Federal Laws, and other relevant topics. The existing Master Police Officer examination shall remain in place until the mutual agreement of both parties to make any change to the examination.

For the UNION: _____

Date: 9-23-11

For the CITY: _____

Date: 9.23.11

Appendix A

Effective January 2011

Effective 1/1/2011	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	MAX	MAX + MPO	MAX+MPO+20+
Hourly	$20.55	$21.78	$23.09	$24.48	$25.95	$27.50	$27.50	$27.50	$27.50
Weekly	$822.00	$871.20	$923.60	$979.20	$1,038.00	$1,100.00	$1,100.00	$1,100.00	$1,100.00
Yearly	$42,744.00	$45,302.40	$48,027.20	$50,918.40	$53,976.00	$57,200.00	$57,200.00	$57,200.00	$57,200.00
Merit 3%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,716.00	$1,716.00	$1,716.00
MPO 2.5% *	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,430.00	$1,430.00
Market Adjustment	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,500.00
Total Yearly	$42,744.00	$45,302.40	$48,027.20	$50,918.40	$53,976.00	$57,200.00	$58,916.00	$60,346.00	$61,846.00

**** Effective 11/10/2011 MPO changes from 2.00% to 2.50%***

Appendix B

Effective January 2012

Effective 1/1/2012	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	MAX	MAX + MPO	MAX+MPO+20+
Hourly	$20.65	$21.89	$23.21	$24.60	$26.08	$27.64	$27.64	$27.64	$27.64
Weekly	$826.00	$875.60	$928.40	$984.00	$1,043.20	$1,105.60	$1,105.60	$1,105.60	$1,105.60
Yearly	$42,952.00	$45,531.20	$48,276.80	$51,168.00	$54,246.40	$57,491.20	$57,491.20	$57,491.20	$57,491.20
Merit 3%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,724.74	$1,724.74	$1,724.74
MPO 2.5%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,437.28	$1,437.28
Market Adjustment	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,650.00
Total Yearly	$42,952.00	$45,531.20	$48,276.80	$51,168.00	$54,246.40	$57,491.20	$59,215.94	$60,653.22	$62,303.22

Appendix C

Member Steps as of August 2011

Seniority	Last Name	First	Hired	As of 8/23/2011
1	Partington	Kevin	8/23/1987	MPO 20+
2	Reilly	Daniel	5/28/1989	MPO 20+
3	Dexter, Jr.	William	6/10/1990	MPO 20+
4	McDonald	Daniel	8/26/1990	MPO 20+
5	Nelson	Matthew	1/8/1995	MPO
6	Wimpey	Jason	4/21/1996	MPO
7	Cassidy	Michael	6/16/1996	MPO
8	Wright	Joseph	8/9/1998	MPO
9	Ford	Sean	9/27/1998	MPO
10	Crane	Eric	9/27/1998	MPO
11	Guarino	Michael	12/27/1998	MPO
12	Hassapes	Mark	4/18/1999	MPO
13	Dumas	Mark	4/25/1999	MPO
14	Brouillet	William	4/25/1999	MPO
15	King	Timothy	5/2/1999	MPO
16	Howe	Ryan	5/30/1999	MPO
17	Curtin	Julie	6/27/1999	MPO
18	Fallon	James	11/28/1999	MPO
19	DeAngelis	Chris	11/28/1999	MPO
20	Pellecchia	Andrew	1/23/2000	MPO
21	McGonagle	Marc	3/26/2000	MPO
22	Martel	Steven	9/3/2000	MPO
23	Cook	Brian	10/15/2000	MPO
24	Reed	Amanda	11/5/2000	MPO
25	Marcos	Katherine	1/7/2001	6
26	Tellifson	Richard	2/4/2001	MPO
27	Fanjoy	Adam	3/18/2001	MPO
28	Buelte	Robert	1/27/2002	MPO
29	Fanjoy	Scott	7/21/2002	6
30	Notarangeli Jr.	Carl	7/21/2002	6
31	Pitta	Joseph	12/8/2002	MPO
32	Dexter	Dana	8/3/2003	6
33	Levesque	Craig	12/7/2003	6
34	Cregg	Brian	12/7/2003	6
35	Lankhorst	Matthew	12/12/2004	6
36	Yerkes, Jr.	Thomas	2/20/2005	6
37	Dzelic	Almedin	4/3/2005	6
38	Levasseur	Joshua	7/31/2005	6
39	Pfefferle	Melissa	7/31/2005	6
40	Chaput	Joseph	11/27/2005	6
41	Moulton	Barrett	5/7/2006	MPO

Seniority	Last Name	First	Hired	As of 8/23/2011
42	Levesque	Nicole	8/6/2006	6
43	Scott	Dick	8/6/2006	MPO
44	Sargent	Andrew	7/29/2007	5
45	Pichler	Eric	7/29/2007	5
46	Spaulding	Laura	12/9/2007	5
47	Murray	Nicole	12/9/2007	4
48	St. Cyr	Ryan	8/3/2008	4
49	Russell	Joseph	10/26/2008	5
50	Brown	Wade	11/2/2008	5
51	Wroblewski	Charles	12/7/2008	3
52	Buffis	Kaila	4/4/2010	2
53	Womersley	Brian	4/4/2010	2
54	Kiewlicz	Andrew	4/4/2010	2
55	Haglund	Erik	8/8/2010	2
56	Casey	Matthew	8/8/2010	2
57	Wright	Andrea	12/12/2010	Probationary
58	Croft	Bryan	12/12/2010	Probationary
59	Garcia	Daniel	1/30/2011	Probationary
60	Lovejoy	Christian	4/3/2011	Probationary
61	Schneible	Mark	8/7/2011	Probationary
62	Carroll	William	8/7/2011	Probationary

Appendix D

CPI-U

UNITED STATES DEPARTMENT OF LABOR

BUREAU OF LABOR STATISTICS

Home | Subject Areas | Databases & Tools | Publications | Economic Releases | Beta

Databases, Tables & Calculators by Subject

Change Output Options: From: 2001 To: 2011 GO

include graphs

More Formatting Options

Data extracted on: August 22, 2011 (4:03:20 PM)

Consumer Price Index - All Urban Consumers

:onsumer Price Index - All Urban Consumers
)riginal Data Value

eries Id: CUUR0000SA0
ot Seasonally Adjusted
rea: U.S. city average
em: All items
ase Period: 1982-84=100
ears: 2001 to 2011

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
)01	175.1	175.8	176.2	176.9	177.7	178.0	177.5	177.5	178.3	177.7	177.4	176.7	177.1	176.6	177.5
)02	177.1	177.8	178.8	179.8	179.8	179.9	180.1	180.7	181.0	181.3	181.3	180.9	179.9	178.9	180.9
)03	181.7	183.1	184.2	183.8	183.5	183.7	183.9	184.6	185.2	185.0	184.5	184.3	184.0	183.3	184.6
)04	185.2	186.2	187.4	188.0	189.1	189.7	189.4	189.5	189.9	190.9	191.0	190.3	188.9	187.6	190.2
)05	190.7	191.8	193.3	194.6	194.4	194.5	195.4	196.4	198.8	199.2	197.6	196.8	195.3	193.2	197.4
)06	198.3	198.7	199.8	201.5	202.5	202.9	203.5	203.9	202.9	201.8	201.5	201.8	201.6	200.6	202.6
)07	202.416	203.499	205.352	206.686	207.949	208.352	208.299	207.917	208.490	208.936	210.177	210.036	207.342	205.709	208.976
)08	211.080	211.693	213.528	214.823	216.632	218.815	219.964	219.086	218.783	216.573	212.425	210.228	215.303	214.429	216.177
)09	211.143	212.193	212.709	213.240	213.856	215.693	215.351	215.834	215.969	216.177	216.330	215.949	214.537	213.139	215.935
)10	216.687	216.741	217.631	218.009	218.178	217.965	218.011	218.312	218.439	218.711	218.803	219.179	218.056	217.535	218.576
)11	220.223	221.309	223.467	224.906	225.964	225.722	225.922							223.598	

:onsumer Price Index - All Urban Consumers
l2-Month Percent Change

;eries Id: CUUR0000SA0
lot Seasonally Adjusted
ırea: U.S. city average
tem: All items
)ase Period: 1982-84=100
'ears: 2001 to 2011

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
:001	3.7	3.5	2.9	3.3	3.6	3.2	2.7	2.7	2.6	2.1	1.9	1.6	2.8	3.4	2.2
:002	1.1	1.1	1.5	1.6	1.2	1.1	1.5	1.8	1.5	2.0	2.2	2.4	1.6	1.3	1.9
:003	2.6	3.0	3.0	2.2	2.1	2.1	2.1	2.2	2.3	2.0	1.8	1.9	2.3	2.5	2.0
:004	1.9	1.7	1.7	2.3	3.1	3.3	3.0	2.7	2.5	3.2	3.5	3.3	2.7	2.3	3.0
:005	3.0	3.0	3.1	3.5	2.8	2.5	3.2	3.6	4.7	4.3	3.5	3.4	3.4	3.0	3.8
:006	4.0	3.6	3.4	3.5	4.2	4.3	4.1	3.8	2.1	1.3	2.0	2.5	3.2	3.8	2.6
:007	2.1	2.4	2.8	2.6	2.7	2.7	2.4	2.0	2.8	3.5	4.3	4.1	2.8	2.5	3.1
:008	4.3	4.0	4.0	3.9	4.2	5.0	5.6	5.4	4.9	3.7	1.1	0.1	3.8	4.2	3.4
:009	0.0	0.2	-0.4	-0.7	-1.3	-1.4	-2.1	-1.5	-1.3	-0.2	1.8	2.7	-0.4	-0.6	-0.1
:010	2.6	2.1	2.3	2.2	2.0	1.1	1.2	1.1	1.1	1.2	1.1	1.5	1.6	2.1	1.2
:011	1.6	2.1	2.7	3.2	3.6	3.6	3.6							2.8	