DPAA II

COLLECTIVE BARGAINING AGREEMENT

CITY OF DOVER, NEW HAMPSHIRE

AND

DOVER POLICE ADMINISTRATORS ASSOCIATION

July 1, 2005 through June 30, 2008

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COLLECTIVE BARGAINING AGREEMENT
CITY OF DOVER, NH & DPAA

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COLLECTIVE BARGAINING AGREEMENT
BETWEEN
CITY OF DOVER, NEW HAMPSHIRE
and the
DOVER POLICE ADMINISTRATORS ASSOCIATION

This Agreement entered into by and between the City of Dover, New Hampshire, hereinafter referred to as the "City" or the "Employer", and all active members of the Dover Police Administrators Association on the date this Agreement is executed, hereinafter referred to as the "Association" or "Employee", has as its purpose the promotion of harmonious relations between the City and the Association, and the establishment of an equitable and peaceful procedure for the resolution of differences arising between them concerning the terms of salary and fringe benefits to be observed between the parties hereto.

ARTICLE I: RECOGNITION:

The Employer recognizes the Association as the sole and exclusive bargaining agent for the purposes of collective bargaining as to salary, wages and fringe benefits for all of its members whose positions are shown on Appendix A attached hereto.

ARTICLE II: EMPLOYEE RIGHTS:

Section 1 All employees covered by this agreement shall be permitted to join the collective bargaining unit, and shall not be favored or discriminated against because of their membership or non-membership in the collective bargaining unit.

Section 2 Newly hired employees shall serve a probationary period of twelve months, and shall have no departmental seniority status during this period. Upon completion of the probationary period, this time shall be considered as part of the employee's seniority time.

Section 3 Newly hired employees may be terminated at any time during their probationary period with or without cause. Employees serving a probationary period resulting from a promotion or re-assignment shall be subject to termination with just cause.

Section 4 Department seniority shall be defined as the length of time an employee has been employed by the City within his/her department, regardless of the employee's time in classification, grade or bargaining unit. Unit seniority shall be defined as the length of time the employee has been a member of the bargaining unit. Classification seniority shall be defined as the length of time the employee has been employed in a particular position, classification, or grade.

Section 5 Unit and classification seniority shall prevail in matters concerning layoffs and re-hiring. In the event of a permanent lack of work or layoff in any position, a qualified employee may replace another employee in an equally classified position provided that they have greater classification seniority or in a lesser classified position provided they have greater unit seniority. Any employee scheduled for layoff shall be provided with 30 days written notice before involuntary termination. Available and qualified bargaining unit members on layoff shall be reinstated before new employees are hired provided that the member shall notify the City of his/her intention to return to work within ten (10) calendar days of the City's notification to do so, and must return fit to work within fifteen (15) calendar days of notice, otherwise he/she shall be considered to be permanently terminated from City employment. The City shall be obligated for a period of one (1) year from the date of the layoff to provide a written notice of an available position to be sent by mail to the last known address of the former member. The member shall be obligated to inform the City in writing of any changes in address. Upon reinstatement from a layoff, an employee shall retain all previously accrued seniority.

5.1 In the interest of all employees of the Police Department, it is agreed that members of the DPAA(2) may "bump back / return to" the Dover Police Association in the event of layoff, reorganization, reduction in rank resulting from reorganization, failure to successfully complete a promotional probationary period or upon the request of an employee to be reduced in rank for voluntary reasons.

5.2 In the event of a "bumpback/return to unit" or reduction in rank that causes an employee to return to their previous rank or bargaining unit, an employee "bumped back" within their bargaining unit, or between bargaining units shall, for purposes of classification seniority, incorporate their classification seniority (time spent) in the higher rank into the classification seniority of the rank that they are assuming.

5.3 The bumpback rights afforded herein shall be subject to acceptance by the Dover Police Association. Should these rights not be afforded by the Dover Police Association, no additional obligation shall fall upon the City other than the notification and reinstatement provisions specified above.

Section 6 An employee promoted to a higher paying job classification other than temporarily, shall receive a minimum five percent (5%) increase provided such rate does not exceed the maximum rate for the higher graded position and further provided such rate is at least the minimum rate of the higher graded position.

ARTICLE III: STABILITY OF AGREEMENT:

Section 1 No amendment, alteration or variation of the terms or provisions of this Agreement shall bind the parties hereto unless made and executed in writing.

Section 2 To provide a clear understanding of the contents of the Agreement, the City agrees to provide sufficient copies of the Agreement to an Association representative for distribution to each employee concerned.

ARTICLE IV: GRIEVANCE PROCEDURE:

Section 1 A grievance is defined as an alleged violation, misinterpretation or misapplication of the provisions of the collective bargaining agreement with respect to one or more employees covered by the collective bargaining agreement.

Section 2 Step 1. An employee having a grievance is encouraged to discuss the matter informally with the employee's immediate supervisor and/or superintendent/division head in an attempt to resolve the matter. The employee shall be required to discuss the matter informally with the employee's department head prior to initiating a formal written grievance.

Section 3 Step 2. If the aggrieved employee or the bargaining unit is not satisfied with the informal discussion and resolution of the department head and desires to proceed with the grievance, a grievance shall be made, in writing, to the department head stating those specific sections of the contract which have been violated, the specific grievance and the remedy desired. Filing of the grievance with the department head, in any case, shall be done within thirty (30) calendar days from the date the employee could reasonably have been first made aware of the event or should have reasonably known of the event. The department head shall render a decision within thirty (30) calendar days of receiving the written grievance. The department head or employee may require that a grievance hearing be conducted prior to the issuance of a decision.

Section 4 Step 3. If the aggrieved employee or the bargaining unit is not satisfied with the decision of the department head and desires to proceed with the grievance, an appeal shall be made, in writing, to the City Manager stating those specific sections of the contract which have been violated and the basis of the appeal of the department head's decision. Filing of the appeal with the City Manager shall be done within thirty (30) calendar days of receipt of the written decision from the department head. The City Manager or a designated representative shall conduct a grievance hearing and shall render a decision within thirty (30) calendar days from receipt of the written appeal.

Section 5 Step 4. If the bargaining unit is not satisfied with the decision of the City Manager or the designated representative, the bargaining unit may submit, in writing, a request to the American Arbitration Association to submit the names of prospective arbitrators to the parties. The parties shall then select an arbitrator under the Association's rules and request the Association to appoint the arbitrator to resolve the grievance. If the bargaining unit fails to submit a written request for the appointment of an arbitrator within twenty (20) calendar days of the City Manager or the designated representative's decision, the grievance shall be deemed abandoned and no further action shall be taken with respect to such grievance.

Section 6 The decision of the arbitrator shall be final and binding upon the parties as to the matter in dispute.

Section 7 The expense of the arbitrator shall be paid by the losing party. Each party shall make arrangements for and pay the expense of witnesses who are not City employees who are called by them. In settlement decisions, where a clear losing party is not identifiable, the arbitrator may apportion expenses in a non-punitive manner as part of the arbitration ruling.

Section 8 The time limits required in the grievance procedure may be extended or by-passed by mutual agreement of the parties.

Section 9 All decisions involving wages, wage rates, promotions, transfers, hours worked and not worked, shall be retroactive to the date the grievance first occurred at the discretion of the arbitrator.

ARTICLE V: SALARIES:

Section 1 Wage Schedule

1.1 Effective the beginning of the first full pay period immediately following July 1, 2005, all members of the Union shall receive a cost of living adjustment of two and one half percent (2 ½%). Such adjustments shall be applied to the Appendix B and Appendix C Step Plan Wage Schedules.

1.2 Effective the beginning of the first full pay period immediately following, July 1, 2006, all members of the Union shall receive a cost of living adjustment of two and three quarters percent (2 ¾%) Such adjustment shall be applied to the previously adjusted Appendix B and Appendix C Step Plan Wage Schedules.

1.3 Effective the beginning of the first full pay period immediately following, July 1, 2007, all members of the Union shall receive a cost of living adjustment of three percent (3%). Such adjustment shall be applied to the previously adjusted Appendix B and Appendix C Step Plan Wage Schedules.

Section 2 Wage Rate Adjustments

2.1 During the period of July 1, 2005 through June 30, 2008 , all employees shall be eligible to receive a step rate increase on the position anniversary date for their current position. The step increase shall only be awarded following the satisfactory completion of a full twelve (12) months of service and in accordance to the step rates established in Appendix B (for all employees represented in the bargaining unit on the date of signing) or Appendix C (for all new employees hired into the department and represented in the bargaining unit after the date of signing) as revised per Section 1 above for the employee's position and grade identified in Appendix A.

2.1.1 "Satisfactory completion" shall be defined as having received an overall annual performance evaluation score of 80% or greater.

2.1.2 The overall evaluation score shall consist of a combination of the following; 60% weighting applied to the supervisor written evaluation and a 40% weighting applied to the annual average of the weekly computerized training (CAT) test scores taken by the employee, except that employees above the rank of Lieutenant, those sworn employees responsible for the development of the CAT tests, and all non-sworn employees shall not be required to participate in the CAT testing. For employees excluded from the CAT testing, the supervisor written evaluation shall comprise 100% of the annual performance evaluation score.

2.1.3 For purposes of this section, the supervisor rating shall generally be based upon work habits, performance and other related factors. The evaluation shall be as objective in nature as possible and shall be job related. The annual evaluation shall only consider those events that have transpired during the immediate reporting period and shall be completed annually on or about the employee's anniversary date of employment or promotion to their current position or grade.

2.1.4 Upon receiving an overall evaluation score which results in a step rate increase, an employee shall receive the step increase as

commencing on their anniversary date of employment or promotion.

2.2 In no event shall an employee receive an increase resulting in a base rate in excess of the maximum step rate established for his/her position.

Section 3 Salaries shall be paid weekly. Provided that if the City and the Dover Police Administrator's Association contractually agree to bi-weekly payment, such bi-weekly payment shall be adopted as a provision of the Agreement.

ARTICLE VI: OVERTIME:

Section 1 The workweek shall be construed as being 41 ¼ hours per pay period for all sworn personnel and non-sworn supervisory personnel. The workweek for all other members of the unit shall be 40 hours or less per pay period as may be prescribed by the Chief of Police. Overtime shall be designated as authorized work performed in excess of 41 ¼ hours per week for FLSA-Non-exempt sworn personnel and non-sworn supervisory personnel, and 40 hours per week for all other FLSA-Non-exempt personnel.

Section 2 All overtime shall be compensated at time and one-half the employee's regular hourly rate as determined by the pay scale established in the Appendix to this Agreement, excepting as otherwise provided herein.

Section 3 FLSA-Non-exempt employees called back to work after completing their regular tours of duty shall be compensated for a minimum of two hours at their overtime rate of pay as provided herein.

Section 4 In recognition of the FLSA-Exempt status of the Captain and Police Prosecutor positions, the affected employees shall continue to perform their respective duties in accordance with current practices excluding premium payments for overtime hours.

ARTICLE VII: VACATIONS:

Section 1 Upon completing one year of employment, employees shall accrue and be entitled to paid vacations as follows:

Employees represented in the bargaining unit on the date of signing shall be allowed upto forty (40) days of maximum accrual of vacation time and Employees hired into the department after the signing date of the contract shall be allowed upto (30) days maximum accrual of vacation time;

LENGTH OF SERVICE	VACATION	
	40 hr/wk	41.25 hr/wk
After one (1) year	80 hr/yr	82.5 hr/yr
After five (5) years	120 hr/yr	123.75 hr/yr

After ten (10) years 160 hr/yr 165 hr/yr
Plus 8 (40 hr/wk) or 8.25 (41.25 hr/wk) additional vacation hours per year for each year of service above fifteen (15) years.

Provided that no employee's accrual rate shall exceed 200 (40 hr/wk) or 206.25 (41.25 hr/wk) paid vacation time in any one (1) calendar year. Provided further that any vacation time in excess of ten (10) working days in any one (1) calendar year shall be taken at the discretion of the Chief of Police.

Section 2 When an employee represented in the bargaining unit on the date of signing terminates his/her employment with the Police Department for any reason, he/she shall be compensated for a maximum of 320 (40 hr/wk) or 330 (41.25 hr/wk) hours accrued vacation time. When an employee hired into the department after the signing date of the contract terminates his/her employment with the Police Department for any reason, he/she shall be compensated for a maximum of 240 (40 hr/wk) or 247.5 (41.25 hr/wk) hours accrued vacation time.

Section 3 Employees maintaining a minimum of eighty (80) hours of accrued vacation shall be eligible to receive weekly cash payments to "buy-down" a portion of such accruals in an amount not to exceed the value of one hundred and forty (140) vacation hours per fiscal year. To receive an accrual "buy-down" payment, an employee will be required to complete and submit an accrual buy-down election form during the annual Benefit Open Enrollment process. Payment for the eligible "buy-down" shall be made to the employee weekly during the corresponding benefit plan year. Any vacation buy-down payment made to an employee shall be calculated based upon the employee's base hourly rate in effect the first full pay period immediately following July 1 of the corresponding benefit plan year with vacation accruals awarded at 100%. The minimum and maximum hour limitations and application time periods specified herein may be waived solely at the discretion of the City Manager upon written request by the employee.

ARTICLE VIII: HOLIDAYS:

Section 1. All bargaining unit employees shall receive an amount equivalent to their regular daily pay for the following holidays, and any other day proclaimed as a holiday by the City Manager:

New Year's Day
Civil Rights/Martin Luther King Day
Presidents' Day
Memorial Day
Independence Day
Labor Day

Columbus Day
Veterans' Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Day

Section 2. Holidays which fall on a Sunday will be observed on the following Monday and holidays which fall on a Saturday will be observed on the preceding Friday.

Section 3. Employees shall be entitled to receive holiday pay if they work or use an approved leave of absence which shall include any paid leave time provided for within this agreement for their regularly scheduled shifts immediately prior to and immediately following the designated holiday.

Section 4. Payments for holidays shall normally be made in the pay period in which the holiday occurs.

ARTICLE IX: OUTSIDE DETAILS:

Section 1 For work assigned through the Police Department, but not paid out of the Police Department budget, other than regularly assigned patrol and shift positions, the employee shall be paid his/her applicable overtime rate for a minimum of four (4) hours.

Section 2 FLSA-Exempt positions shall be eligible to receive a premium payment equivalent to one and one-half (1 1/2) times the hourly rate calculated for their position times the number of hours worked for outside details as defined in Section 1 above.

ARTICLE X: SICK LEAVE AND WORK CONNECTED INJURIES:

Section 1 It is hereby acknowledged by the parties to this Agreement that employees of the Police Department are involved in hazardous employment that often places them in circumstances endangering their well-being. Considerations of the employer for sick leave benefits on behalf of police Employees are therefore different than the considerations relating to any other City department.

Section 2 Personal Sickness & Injury Leave

2.1 Eligibility

2.1.1 Each regular full-time employee and regular part-time employee on a pro-rata basis will be eligible to up to ten (10) paid excused days per contract year for personal illness or injury excepting new hires who must first complete the probationary period.

2.1.2 Any single absence in excess of five (5) regularly scheduled workdays will be treated in accordance with the provisions of ARTICLE X, Section 4, Personal Sickness and Accident Disability.

2.1.3 There will be no carry-over of personal sickness and injury days from year to year.

2.1.4 At the discretion of the Chief of Police, and at no cost to the employee, a doctor's certificate may be required for any absence due to personal sickness or injury in excess of two (2) but less than six (6) regularly scheduled workdays. Any absence in excess of five (5) regularly scheduled workdays will require a doctor's certificate for payment eligibility as provided in ARTICLE X, Section 4, Personal Sickness and Accident Disability.

2.1.5 It is understood that abuse of sick leave may result in discipline.

2.2 Prior carry-over

2.2.1 Incumbents on roll effective July 1, 1993 who previously had negotiated accrued carry-over sick leave will be grandfathered for purposes of retaining such negotiated accrual.

2.2.2 Incumbents with such accrual may supplement eligibility limits as provided in 2.1.1 and subject to the provisions of 2.1.4 above as may be needed.

2.2.3 Upon termination, incumbents grandfathered under 2.2.1 will be paid an allowance of any unused accrual based on the following:

Retirement under the applicable NH Retirement Group	-	75%
Resignation/Layoff	-	50%
Death Beneficiary		
* non-job related	-	75%
* job related	-	100%

2.2.4 Employees having grandfathered sick leave accruals, may make application to receive a cash payment to "buy-down" all or a portion of such accruals. To be considered for a grandfathered sick leave accrual "buy-down" payment, an employee will be required to complete and submit an accrual buy-down election form during the annual Benefit Open Enrollment process which shall then be considered by the City as part of the annual budgeting process. Subject to annual funding availability and other limitations as may be established by the City, payment for all or a portion of the requested "grandfathered sick leave buy-down" shall be made weekly during the corresponding benefit plan year. Any grandfathered sick leave buy-down payment made to an employee

shall be calculated based upon the employee's base hourly rate in effect the first full pay period immediately following July 1 of the corresponding benefit plan year with grandfathered sick leave accruals awarded at 75%. Should employment with the City be terminated within 12 months of receiving a "buy-down" payment, an employee shall be responsible for reimbursing the City 25% of the payment attributable to grandfathered sick leave.

2.3 Any member who completes one full fiscal year without any use of sick time will be paid the equivalent of two (2) day's pay at their current rate of pay. Any member who completes one full fiscal year with no more than one day of sick time used will be paid one (1) day's pay at their current rate of pay.

Section 3 Workers' Compensation:

3.1 The parties to this Agreement hereby agree that an employee out of work due to a job connected injury shall receive Workers' Compensation: the difference between the amount paid to the employee through Workers' Compensation and his/her regular salary shall be paid to the employee by the employer for a period of the first ninety (90) calendar days of said job connected injury, said amount shall not be charged against the Employee's accumulated sick leave or vacation time. At the end of the first ninety (90) calendar day period of said job connected injury, the employee shall be paid the difference between Workers' Compensation and his regular salary through application to said Workers' Compensation payment of his vacation time and/or accumulated sick leave; said weekly payments not to exceed his regular rate of pay. Provided, that the difference between Workers' Compensation payments and the Employee's regular salary shall, for the first five (5) day absence due to any job connected injury, be applied against the Employee's accumulated sick leave. Provided further, that after expiration of the first ninety (90) calendar day period, the Chief of Police shall at once order a complete physical and/or mental examination of said Employee by two registered physicians, if the report of their examination establishes the injury as one which permanently incapacitates said Employee, application shall be made for retirement under the provisions of the New Hampshire Retirement Law. Application under the New Hampshire Retirement Law shall end the Employer's obligation for further accrual and continued payment of vacation time

and/or accumulated sick leave under this section. Provided further, that if it is determinable immediately after an Employee is injured, by two registered physicians selected by the Chief of Police, that an Employee will not be able to return to his regular duties at any time in the future, the Employer shall not be obligated to pay the difference between Workers' Compensation and the Employee's regular salary for the first ninety (90) calendar days of injury in compliance with this section.

3.2 Sworn employees who suffer a permanent line of duty disability resulting in no work capacity and surviving spouses/eligible dependents of sworn employees suffering a line of duty death shall continue to receive health insurance coverage under the same terms and conditions afforded to active members of the bargaining unit. In the event no group health insurance is available to the active members of the bargaining unit, the City's sole obligation is to tender to the disabled employee or surviving spouse/eligible dependents an amount equal to the premium paid by the City for such employee when coverage was available.

3.2.1 Eligibility for continued health insurance coverage resulting from a sworn employee's disability shall be subject to verification of permanent disability and lack of work capacity as determined under the NH Workers' Compensation and State of NH Retirement System guidelines.

3.2.2 An employee or surviving spouse/eligible dependents continuing health coverage under this section must file for a reduction in coverage due to a change in family/marital status. In no event shall the employee, surviving spouse/eligible dependents be permitted to opt for increased membership coverage.

3.2.3 An employee or surviving spouse/eligible dependents continuing health coverage under this section shall coordinate benefits with Social Security, Medicare and any other federal/state disability or health insurance related programs that may be available.

Section 4 Personal Sickness and Accident Disability

4.1 Eligibility

4.1.1 A regular full-time employee or regular part-time employee on a pro-rata basis will be eligible for

Personal Sickness and Accident Disability benefits beginning with the sixth regularly scheduled workday of absence upon presentation of a physician's certificate based on the following schedule:

6 months but less than 2 yrs:	- 6 wks full pay
2 yrs but less than 5 yrs:	- 12 wks full pay
5 yrs but less than 10 yrs:	- 20 wks full pay
10 yrs but less than 15 yrs:	- 36 wks full pay
15 yrs but less than 20 yrs:	- 48 wks full pay
20 yrs +:	- 52 wks full pay

4.1.2 An employee having grandfathered sick leave under the provisions of ARTICLE X, Section 2, Grandfathered Personal Sickness and Injury Leave, may utilize such accruals to supplement the provisions of 4.1.1 in the event the term of a disability exceeds the Employee's eligibility schedule provided in 4.1.1.

4.1.3 Maintaining eligibility for the term of absence will require ongoing evidence that the employee is under the ongoing care of physician and following an approved, recommended treatment program. Reinstatement from a disability absence will require a physician's certificate verifying the Employee's fitness for work.

4.1.4 Personal Sickness and Accident Disability benefits shall be paid net of any Workers Compensation payments received from outside employers.

4.1.5 Second and Third Medical Opinions

4.1.5.1 The City may, at its expense and discretion and as a condition for continued coverage or reinstatement, schedule an employee absent under this ARTICLE to see a second physician of the City's choosing if it has reason for concern relative to either the employee's treatment program or expected recovery period.

4.1.5.2 In the event that there is a difference of opinion between the employee's treating physician and the City's second opinion physician, the City may, at its expense and discretion and as a condition for continued coverage or reinstatement, schedule the employee for a third medical opinion with a physician mutually agreed upon by the treating and second opinion physicians.

4.1.5.3 The City will rely on the above process in determining eligibility for continued coverage or reinstatement.

4.1.5.4 An employee who refuses to provide evidence of ongoing treatment, and/or refuses to submit to second and third medical opinion diagnosis and/or to modify the treatment program as determined appropriate through second/third medical opinion process shall not be eligible to continue benefits under this ARTICLE and may be subject to disciplinary action.

4.1.5.5 If, after receiving benefits for a medically certified disability absence, an employee returns to work for less than two weeks and becomes disabled again for the same or another disability, benefits will resume on the first day of absence. If an employee returns to work for two, but less than twelve (12) weeks, benefits will not start again until the sixth regularly scheduled workday. In either case, the duration of benefits paid during the previous absence is counted in determining the amount and duration of benefits regardless of whether the absences are due to the same or a different cause.

4.1.5.6 After twelve (12) weeks back at work an employee will again be eligible for the full benefit payment schedule as provided for in 4.1.1.

4.1.6 Partial Disability

4.1.6.1 In the event an employee is determined fit to return to work on a part-time basis, benefits for the difference between the part-time and full-time hours will be paid in accordance with the schedule provided in 4.1.1 above. In no case shall the application of full and/or partial benefits extend beyond the benefit schedule provoked in 4.11.

Section 5 Care of Newborn Child (CNC)

5.1 Eligibility

5.1.1 Each employee will be eligible for a leave of absence for care of a newborn child for a period of up to ninety (90) calendar days at any time within 12 months from the date of birth inclusive of any period of disability, if applicable, associated with delivery.

5.1.1.1 CNC Leave will be without pay but with full service credit and benefits.

5.1.2 An employee may apply to the City Manager for an extension of CNC prior to expiration of the initial ninety (90) calendar days leave provided that:

a) the employee will exhaust all vacation time prior to the start of any extended leave; and

b) the request is substantiated by evidence that the child has a certified medical condition requiring extended parental attention and/or the operating needs of the City permit an extension of the leave; and

c) that the total period of the initial CNC, vacation and the extended leave will not exceed 120 days from date of birth inclusive of any period of disability, if applicable, associated with delivery.

5.1.2.1 Any extension of the CNC will be without service credit or benefits.

5.2 Termination

5.2.1 Upon completion of the CNC leave, the employee shall return to work or be considered as having resigned.

5.2.2 In the event that the employee cannot be re-instated to his/her position as a result of a force reduction, he/she will be treated in accordance with the applicable movement of personnel procedures.

5.2.3 An employee on leave for CNC shall not be eligible to collect unemployment compensation. In the event an employee applies for unemployment compensation during the period of CNC leave, he/she will be considered as having resigned.

5.3 Nothing in Sections 5.1 or 5.2 above will preclude an employee from taking such leave by utilization of previously accrued and grandfathered sick leave and/or vacation.

ARTICLE XI: EDUCATIONAL INCENTIVE:

Section 1 The parties of this Agreement hereby acknowledge the importance and benefit of maintaining a well educated and capable Police Department.

Section 2 In accordance with the acknowledgment set for in Section 1, the Employer agrees to provide the following educational incentives in addition to an employee's regular salary for employees who attend (or attended) accredited colleges and studies in the field of police work or other related fields:

a) $456/yr. for completion of 15 semester hours.
b) $534/yr. for completion of 30 semester hours.
c) $768/yr. for completion of 60 semester hours.
d) $1,212/yr. for completion of an Associate degree.
e) $1,675/yr. for completion of a Bachelor degree.
f) $1,950/yr. for completion of a Master's degree.

ARTICLE XII: CLOTHING ALLOWANCE:

Section 1 All uniforms and equipment will be provided by the employer.

Section 2 The Employer shall repair or replace uniforms and personal clothing, shoes, eyeglasses, dentures and watches, not to exceed the actual depreciated value of such items that are damaged or destroyed in the line of duty, under procedures and standards established by the employer. In the event of a dispute, said dispute shall be subject to the grievance procedure.

Section 3 Each non-sworn employee shall receive sixty-five dollars ($65.00) and each sworn employee shall receive one hundred dollars ($100.00) quarterly (4/1, 7/1, 10/1, 1/1) for use in cleaning clothing soiled during employment.

ARTICLE XIII: COURT TIME:

Section 1: Effective upon the signing of this Agreement by all parties, any Employee who, because of his official duties is required to make a court appearance on behalf of the Employer or the State of New Hampshire, shall when said appearance is made be compensated in accordance with the provisions of New Hampshire Revised Statutes Annotated, Chapters 516:16 and 592(a):13. In addition thereto, shall be compensated an additional amount by the City in order to equal his/her regular overtime rate for the hours in attendance.

ARTICLE XIV: PERSONAL LEAVE:

Section 1 Excused Workdays. Each regular full-time employee and regular part-time employee on a pro-rata basis, with a six month's term of employment on July 1, shall be eligible for three (3) excused workdays during the fiscal year with pay at his/her base rate. Employees who achieve a six month's term of employment after July 1, but not later than December 31, shall be eligible for two excused workdays during the fiscal year with pay at his/her base rate upon achieving the six month's term of employment.

1.1 In all cases, the employees with eligibility as specified above must reserve at least one excused workday until December 31, or until the City renders a decision or declaration, whichever is sooner, as provided for.

1.2 The City shall have the option of converting one (1) paid Excused Workday to a designated day provided the City so designates prior to December 31st.

1.2.1 An employee who is not otherwise eligible for a paid Excused Workday shall be excused and paid for such City designated workday.

1.3 In the event an employee is scheduled to work on a designated Excused Workday, he/she shall reschedule in the fiscal year or in the event the day cannot be rescheduled due to business conditions, shall be paid in lieu of the designated Excused Workday at his/her base rate.

1.4 An employee who is absent with pay on a designated Excused Workday may reschedule the day provided such rescheduling is in the same fiscal year.

1.5 Non-designated Excused Workdays shall normally be scheduled 24 hours in advance with approval of the Chief of Police.

1.5.1 An employee who is otherwise absent with pay on a non-designated Excused Workday shall be permitted to reschedule in the same fiscal year.

1.5.2 There shall be no payment in lieu of or carry-over from one fiscal year to the next of unused non-designated Excused Workdays.

Section 2: The City Manager, at his/her sole discretion, may grant other leaves of absence with or without pay and/or service credit and/or benefits when the good of the City is benefited.

ARTICLE XV: BEREAVEMENT LEAVE:

Section 1 In the event of a death in the immediate family of an employee, he/she will be granted leave in the amount of three (3) days, including regularly scheduled days off, and such leave will not be charged to sick leave, personal leave, or vacation leave. Immediate family shall be defined as including spouse, children, parents, brothers, sisters, grandparents, and mothers- and fathers-in-law.

Section 2 In addition to leave as enumerated in Section 1 herein, the Chief of Police may grant up to three (3) days emergency leave in compliance with provisions set forth in the City of Dover, New Hampshire Merit Plan.

ARTICLE XVI: PHYSICAL FITNESS

Section 1 As a condition of continued employment, each sworn officer shall maintain a standard of physical fitness acceptable to the City. Such fitness requirement shall be job-related and will be determined by a fitness examination administered annually within thirty (30) days of the Employee's anniversary date of employment to their current grade or position. Sworn employees who fail the physical fitness examination may retake the entire physical fitness examination once, three months from the date of the employee's anniversary date, and will be considered as passing the physical fitness examination if they pass the test at this time. Failure to receive a satisfactory annual rating two years in succession may, at the discretion of the Chief of Police, result in termination.

ARTICLE XVII: FALSE ARREST PROTECTION:

The Employer shall provide at no cost to the employee, insurance coverage in the amount of not less than one million dollars ($1,000,000) per claim for liability protection for actions rising out of the performance of the employee's duties including action for false arrest.

ARTICLE XVIII: INSURANCE AND MEDICAL COVERAGE

Section 1 The City shall offer a comprehensive cafeteria benefits program for regular full-time employees consisting of health, dental, and life insurance options. In addition, the City's benefits program will allow for Section 125 pre-tax flexible spending accounts, a 457 deferred compensation retirement savings program and may include other additional or supplemental insurance plans and benefit offerings.

Section 2 An employee may continue to choose their own health plan from the offerings provided as part of the City's cafeteria plan during the City's annual open enrollment period. The City will pay for each regular full-time employee hired into the department and represented in the bargaining unit after the date of signing eighty percent (80%) of the health insurance premium for single, two-person or family coverage of the plan chosen by the employee. Whereas, for each regular full-time employee represented in the bargaining unit upon the date of signing, the City will pay the following percentages

2.1 Effective July 1, 2005, eighty eight percent (88%)
2.2 Effective July 1, 2006, eighty five percent (85%)
2.3 Effective July 1, 2007, eighty percent (80%)

An employee will be required to supplement the City's health premium contribution with payroll deductions made on a pre-tax basis (subject to federal and State of NH regulations).

Section 3 For regular full time employees selecting health coverage under the Lumenos plan option, the City will pay the employee an amount equivalent to the full bridge amount for the eligible coverage level not to exceed the annual premium cost savings realized by the City between the available Mathew Thornton and Lumenous plan premiums.

Section 4 The City will pay the monthly dental insurance premium for each regular full-time employee up to an amount equal to the two person base coverage premium. An employee may continue to choose their own dental plan from the offerings provided as part of the City's cafeteria plan during the City's annual open enrollment period. An employee will be required to supplement the City allowance by paying for more expensive dental benefits with payroll deductions made on a pre-tax basis (subject to federal and State of NH regulations).

Section 5 Each regular full-time employee will be required to secure, at a minimum, a basic package of health and dental insurance for themselves. Employees may avoid the minimum health & dental insurance coverage requirements and receive a cash payment in lieu of coverage provided they show satisfactory proof of coverage in a non-City or non-Dover School health and/or dental insurance plan. Regular full-time employees having alternative non-City or non-School health and/or dental insurance coverage and electing to forgo the City insurance plans, may receive cash payment in the amount equal to the following percentage of the City's greatest avoided cost.

Effective July 1, 2005	40%
Effective July 1, 2006	45%
Effective July 1, 2007	50%

To receive this payment, an employee must complete a benefits selection and cash option election form during the annual open enrollment period. The cash payment shall be made in weekly installments during the corresponding benefit plan year.

Section 6 Life Insurance: The City agrees to provide employees term life insurance in the amount equal to the next even $1,000 of his/her salary with double indemnity in a job-related accident.

Section 7 457 Matching Incentive Program and Retired Employee Health Insurance Coverage.

Paid health insurance coverage for employees retired with a minimum of 20 years service shall continue to be provided for any City employee active on or before March 17, 1998 per the terms and conditions indicated below. All new employees shall not be eligible for this benefit but will have the option of participating in an employer sponsored 457 program allowing for a 10% matching City contribution capped at $900/year per employee. All employees

eligible for the paid retiree health insurance coverage will be provided the option to forgo such future paid health coverage by electing to enroll in an employer sponsored 457 Matching Incentive savings program. Such employer sponsored 457 program shall allow for a 50% matching City contribution capped at $900/year per employee.

7.1 For those employees retaining the paid health insurance coverage for retirees benefit, the City shall pay the full monthly health insurance premium for those employees active upon the signing date of this agreement who retire with twenty years of employment with the City. This retiree health benefit shall be at no cost to the retiree and is limited to the City's group health insurance benefit plan available to active members of the bargaining unit. In the event no City group health insurance is available to the active members of the bargaining unit, the City's sole obligation is to tender to the retired employee an amount equal to the premium paid by the City for such retired employee when coverage was available.

7.1.1 Following retirement, an employee shall file for a reduction in coverage when a change in family/marital status occurs. In no event shall a retired employee be permitted to opt for increased membership coverage.

7.1.2 The retired employee shall coordinate this coverage with Medicare and any other federal/state retiree health insurance related programs that may be available to the retired employee.

7.1.3 Active employees upon July 2, 2002 who subsequently have a break in service shall no longer be eligible for this paid retiree health insurance benefit.

ARTICLE XIX: LONGEVITY:

Section 1 An annual longevity bonus shall be paid to each regular full-time employee (pro-rated for regular part-time employees) for completion of each year of continuous service with the City according to the following non-cumulative schedule:

a)	five (5) years up to ten (10) years	$400
b)	ten (10) years up to fifteen (15) years	$800
c)	fifteen (15) years up to twenty (20) years	$1,200
d)	twenty (20) years or more	$1,600

1.1 For those employees active March 17, 1998 who received a greater longevity amount during the period

July 1, 1997 through June 30, 1998 than that allowed by the schedule above, such employees shall continue to be "red-circled" for purposes of future longevity payments. These "red-circled" employees shall continue to receive an annual longevity amount equivalent to their actual total longevity payment received during the July 1, 1997 through June 30, 1998 period. These "red-circled" longevity payments shall continue from year to year until such time as the employee becomes eligible to receive a greater amount per the schedule above.

1.2 For the purposes of calculating eligibility for longevity payments under this section, active employees upon July 2, 2002 with no subsequent breaks in service shall have their total years of service calculated consistent with the previous year's method of calculation.

Section 2 Longevity bonus payments for all employees shall be calculated and paid annually on the first full pay period in December of each year.

ARTICLE XX: EMT PAY:

Section 1 Each employee of the Police Department having been certified as an Emergency Medical Technician (EMT) shall be paid Three Hundred and sixty-four Dollars ($364.00) annually on a prorated basis on or about December 15th of each year.

ARTICLE XXI: DURATION OF AGREEMENT:

Section 1 This Agreement shall be in full force and effect commencing July 1, 2005 through June 30, 2008 unless otherwise provided specifically in any Article hereof. This Agreement shall continue to govern the working relations between the City and the Association until such time as a new Agreement is ratified by both parties.

Section 2 Should an Article, Section or portion thereof be held unlawful and/or unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific Article, Section or portion thereof directly specified in the decision, and upon the issuance of such a decision, the parties agree to immediately negotiate a substitute for the invalidated Article, Section or portion thereof.

Section 3 In the event of a conflict between the provisions of this Agreement and the existing policies and procedures of the City with regard to wages, hours of work, and working conditions, it is agreed that this Agreement shall govern the relationship between the parties and shall supersede such other existing policies and procedures referred to.

ARTICLE XXII: PROCEDURE FOR FUTURE NEGOTIATIONS:

Section 1 The parties to this Agreement hereby agree that in the event either party serves notice upon the other in compliance with ARTICLE XXI, the parties will designate their respective authorized bargaining representatives within ten (10) days of receipt of said notice and begin negotiations no later than twenty (20) days after said notice is received. In the event agreement cannot be reached within forty (40) days of the initial negotiation meeting upon any matter that is subject to negotiation, either party may request mediation and fact-finding which shall be conducted in compliance with New Hampshire RSA 273-A.

Section 2 As it will continue to be the desire of both parties to reach agreement on a successor agreement prior to the expiration of this contract term, either party may initiate negotiations for a successor agreement up to one (1) year in advance of the expiration date by giving written notice to the other party. This provision shall not prohibit mutually agreed upon amendments at any time during the term of this agreement nor shall it relieve either party of the specific notice requirements as established by NH RSA 273-A.

ARTICLE XXIII: ACKNOWLEDGMENT OF AUTHORITY:

The City of Dover hereby acknowledges its authority to enter into this contract in accordance with the contract's terms regardless of the term of or duration of any specific member upon the City Council of the Employer. It is the intention of the City to continue in full force and effect this Agreement regardless of the specific membership on the City Council of the Employer at any specific time.

ARTICLE XXIV: MANAGEMENT RIGHTS

Section 1 The City hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and 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 employer's except such as are specifically relinquished in this collective bargaining agreement are reserved to and remain vested in the City. The City retains the right to exercise managerial policy within its exclusive perogative to manage its affairs efficiently and economically including, but not limited to, the use of technology, and City's organization 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 City retains the right to adopt, change, enforce or discontinue any rules, regulations, procedures and policies not in direct conflict with any provisions of this collective bargaining 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 departments. This enumeration of management rights shall not be deemed as to exclude other management rights not specifically enumerated and the City retains solely and exclusively all of its common law, statutory and inherent rights.

IN WITNESS WHEREOF, the parties hereto have caused these present to be signed by their duly authorized officers and representatives or either, on the 11th day of August, 2005.

FOR THE CITY OF DOVER

FOR D.P.A.A.II

Signature Date: 8/11/05

Appendix A

Position	DPAAII Grade
Personnel Assistant	15
Executive Secretary to Police Chief	16
Records Supervisor	21
Communications Supervisor	21
Police Sergeant	24
Police Lieutenant	27
Police Prosecutor/Legal Advisor	27
Police Captain	30

Note: Although hourly rates are shown in the Appendix B and Appendix C tables, effective July 1, 1999 all FLSA-Exempt positions are to be compensated on a weekly salaried basis.

The title of Police Captain remains the same with the parties understanding and agreeing that the duties and responsibilities for purposes of comparison are similar to those of Deputy Police Chief in other communities.

Appendix B

Appendix B (Employees active upon signing date of Agreement)

Grade/Step	1	2	3	4	5	6	7	8	9	10	11	12
1	6.84	7.15	7.47	7.81	8.16	8.52	8.91	9.31	9.40	9.50	9.59	9.69
2	7.18	7.51	7.84	8.20	8.57	8.95	9.36	9.78	9.87	9.97	10.07	10.17
3	7.54	7.91	8.23	8.61	8.99	9.40	9.82	10.27	10.37	10.47	10.58	10.69
4	7.91	8.28	8.65	9.04	9.45	9.87	10.32	10.77	10.88	10.99	11.10	11.21
5	8.31	8.69	9.09	9.48	9.92	10.36	10.83	11.31	11.42	11.54	11.65	11.77
6	8.73	9.12	9.53	9.96	10.41	10.88	11.37	11.88	12.00	12.12	12.24	12.37
7	9.17	9.58	10.01	10.46	10.94	11.43	11.94	12.47	12.59	12.72	12.85	12.98
8	9.62	10.06	10.51	10.98	11.47	11.99	12.54	13.10	13.23	13.36	13.50	13.63
9	10.10	10.56	11.04	11.53	12.05	12.60	13.16	13.76	13.89	14.03	14.17	14.32
10	10.61	11.09	11.59	12.11	12.66	13.22	13.82	14.44	14.58	14.73	14.87	15.02
11	11.15	11.65	12.16	12.72	13.29	13.89	14.51	15.16	15.31	15.47	15.62	15.78
12	11.70	12.22	12.77	13.35	13.96	14.58	15.23	15.92	16.08	16.24	16.41	16.57
13	12.28	12.83	13.42	14.01	14.65	15.31	15.99	16.72	16.89	17.06	17.23	17.40
14	12.90	13.48	14.09	14.72	15.38	16.08	16.80	17.55	17.73	17.90	18.08	18.26
15	13.55	14.16	14.79	15.46	16.15	16.88	17.63	18.43	18.61	18.80	18.99	19.18
16	14.23	14.86	15.53	16.23	16.95	17.73	18.52	19.35	19.55	19.74	19.94	20.14
17	14.93	15.61	16.31	17.04	17.81	18.60	19.45	20.33	20.53	20.73	20.94	21.15
18	15.68	16.38	17.12	17.89	18.70	19.54	20.42	21.33	21.55	21.76	21.98	22.20
19	16.46	17.20	17.97	18.79	19.63	20.51	21.44	22.40	22.62	22.85	23.08	23.31
20	17.28	18.07	18.87	19.73	20.62	21.54	22.52	23.52	23.76	23.99	24.23	24.48
21	18.15	18.97	19.82	20.71	21.65	22.62	23.64	24.70	24.95	25.20	25.45	25.71
22	19.06	19.92	20.81	21.74	22.73	23.74	24.82	25.93	26.19	26.46	26.72	26.99
23	20.01	20.91	21.85	22.83	23.86	24.94	26.06	27.23	27.51	27.78	28.06	28.34
24	21.02	21.95	22.95	23.98	25.06	26.18	27.36	28.59	28.88	29.17	29.46	29.75
25	22.06	23.05	24.10	25.17	26.31	27.49	28.73	30.02	30.32	30.62	30.93	31.24
26	23.16	24.21	25.30	26.44	27.62	28.87	30.16	31.52	31.83	32.15	32.47	32.80
27	24.32	25.42	26.57	27.76	29.00	30.31	31.67	33.10	33.43	33.76	34.10	34.44
28	25.54	26.68	27.89	29.14	30.45	31.82	33.26	34.75	35.10	35.45	35.80	36.16
29	26.81	28.02	29.28	30.61	31.98	33.42	34.93	36.49	36.86	37.23	37.60	37.98
30	28.16	29.42	30.75	32.13	33.58	35.09	36.67	38.32	38.70	39.09	39.48	39.88
31	29.57	30.90	32.29	33.74	35.26	36.85	38.50	40.24	40.64	41.04	41.46	41.87
32	31.04	32.44	33.90	35.43	37.02	38.69	40.43	42.25	42.67	43.10	43.53	43.96
33	32.60	34.06	35.60	37.20	38.87	40.62	42.45	44.36	44.80	45.25	45.70	46.16
34	34.23	35.77	37.38	39.06	40.82	42.65	44.57	46.58	47.04	47.51	47.99	48.47
35	35.94	37.56	39.25	41.01	42.86	44.79	46.80	48.91	49.40	49.89	50.39	50.89
36	37.74	39.43	41.21	43.06	45.00	47.03	49.14	51.35	51.87	52.38	52.91	53.44
37	39.62	41.41	43.27	45.22	47.25	49.38	51.60	53.92	54.46	55.00	55.55	56.11
38	41.60	43.48	45.43	47.48	49.61	51.85	54.18	56.62	57.18	57.75	58.33	58.92
39	43.68	45.65	47.70	49.85	52.09	54.44	56.89	59.45	60.04	60.64	61.25	61.86
40	45.87	47.93	50.09	52.34	54.70	57.16	59.73	62.42	63.04	63.67	64.31	64.95

Appendix C

Appendix C (Employees hired into City after signing date of Agreement)

Grade/Step	1	2	3	4	5	6	7	8	9	10	11	12
1	6.84	7.02	7.21	7.41	7.82	8.03	8.25	8.47	8.70	9.18	9.43	9.69
2	7.18	7.37	7.57	7.78	8.21	8.43	8.66	8.90	9.14	9.64	9.90	10.17
3	7.54	7.75	7.96	8.17	8.62	8.86	9.10	9.34	9.60	10.13	10.40	10.69
4	7.91	8.13	8.35	8.58	9.05	9.29	9.55	9.80	10.07	10.62	10.91	11.21
5	8.31	8.54	8.77	9.01	9.50	9.76	10.02	10.30	10.57	11.16	11.46	11.77
6	8.73	8.97	9.21	9.46	9.98	10.25	10.53	10.82	11.11	11.72	12.04	12.37
7	9.17	9.42	9.67	9.93	10.48	10.76	11.05	11.35	11.66	12.30	12.63	12.98
8	9.62	9.89	10.15	10.43	11.00	11.30	11.61	11.92	12.25	12.92	13.27	13.63
9	10.10	10.38	10.66	10.95	11.55	11.87	12.19	12.52	12.86	13.57	13.94	14.32
10	10.61	10.90	11.19	11.49	12.13	12.46	12.79	13.14	13.50	14.24	14.63	15.02
11	11.15	11.45	11.76	12.08	12.74	13.08	13.44	13.80	14.18	14.95	15.36	15.78
12	11.70	12.01	12.34	12.68	13.37	13.74	14.11	14.49	14.89	15.71	16.13	16.57
13	12.28	12.62	12.96	13.31	14.04	14.42	14.82	15.22	15.63	16.49	16.94	17.40
14	12.90	13.25	13.61	13.98	14.75	15.15	15.56	15.98	16.41	17.31	17.78	18.26
15	13.55	13.91	14.29	14.68	15.48	15.90	16.33	16.78	17.23	18.18	18.67	19.18
16	14.23	14.61	15.01	15.41	16.26	16.70	17.15	17.62	18.10	19.09	19.61	20.14
17	14.93	15.33	15.75	16.18	17.07	17.53	18.01	18.50	19.00	20.05	20.59	21.15
18	15.68	16.10	16.54	16.99	17.92	18.41	18.91	19.42	19.94	21.04	21.61	22.20
19	16.46	16.91	17.37	17.84	18.82	19.33	19.85	20.39	20.94	22.09	22.69	23.31
20	17.28	17.75	18.23	18.73	19.76	20.29	20.84	21.41	21.99	23.20	23.83	24.48
21	18.15	18.64	19.15	19.67	20.75	21.31	21.89	22.48	23.10	24.37	25.03	25.71
22	19.06	19.58	20.11	20.65	21.79	22.38	22.98	23.61	24.25	25.58	26.27	26.99
23	20.01	20.55	21.11	21.68	22.88	23.50	24.13	24.79	25.46	26.86	27.59	28.34
24	21.02	21.59	22.17	22.77	24.02	24.67	25.34	26.03	26.73	28.20	28.96	29.75
25	22.06	22.66	23.27	23.90	25.22	25.90	26.60	27.32	28.07	29.61	30.41	31.24
26	23.16	23.79	24.43	25.10	26.48	27.19	27.93	28.69	29.47	31.09	31.93	32.80
27	24.32	24.98	25.66	26.35	27.80	28.56	29.33	30.13	30.94	32.65	33.53	34.44
28	25.54	26.23	26.94	27.67	29.19	29.98	30.80	31.63	32.49	34.27	35.20	36.16
29	26.81	27.54	28.29	29.05	30.65	31.48	32.34	33.22	34.12	36.00	36.97	37.98
30	28.16	28.92	29.71	30.51	32.19	33.06	33.96	34.88	35.83	37.80	38.82	39.88
31	29.57	30.37	31.19	32.04	33.80	34.72	35.66	36.62	37.62	39.69	40.76	41.87
32	31.04	31.89	32.75	33.64	35.49	36.45	37.44	38.46	39.50	41.67	42.80	43.96
33	32.60	33.48	34.39	35.32	37.26	38.27	39.31	40.38	41.47	43.75	44.94	46.16
34	34.23	35.16	36.11	37.09	39.13	40.19	41.28	42.40	43.55	45.94	47.19	48.47
35	35.94	36.91	37.91	38.94	41.08	42.20	43.34	44.52	45.72	48.24	49.55	50.89
36	37.74	38.76	39.81	40.89	43.14	44.31	45.51	46.74	48.01	50.65	52.02	53.44
37	39.62	40.70	41.80	42.93	45.29	46.52	47.78	49.08	50.41	53.18	54.62	56.11
38	41.60	42.73	43.89	45.08	47.56	48.85	50.17	51.53	52.93	55.84	57.36	58.92
39	43.68	44.87	46.08	47.33	49.94	51.29	52.68	54.11	55.58	58.63	60.22	61.86
40	45.87	47.11	48.39	49.70	52.43	53.86	55.32	56.82	58.36	61.57	63.23	64.95

MEMORANDUM OF AGREEMENT

THE CITY OF DOVER, NH – and – DPAAII

The City of Dover, NH and DPAAII having agreed to terms and conditions for a Collective Bargaining Agreement covering the period July 1, 2005 through June 30, 2008 are further agreed that:

During the period July 1, 2005 through December 31, 2006, a retirement incentive shall be provided for those employees who voluntarily retire per the service retirement provisions of the NH Retirement System. Such incentive shall require the City to increase the pay out percent for grandfathered accrued sick leave as specified in Article X: Sick Leave and Work Connected Injuries, Section 2.2.3 of the collective bargaining agreement from 75% to 100% .

Employees who commit in writing to a service retirement during the July 1, 2005 through December 31, 2006 period can buyout up to 50% of their grandfathered accrued sick leave for the 2005 tax year provided such commitment, election and payment is made prior to December 31, 2005.

Employees not retiring during the period of this retirement incentive, will remain eligible throughout the term of the collective bargaining for the vacation/grandfathered sick leave buy-down program as specified in Article VII: Vacations, Section 4 of the collective bargaining agreement.

FOR THE CITY:

FOR DPAAII:

Signature Date: 8/11/05

MEMORANDUM OF AGREEMENT

THE CITY OF DOVER, NH – and – DPAAII

The City of Dover, NH and the Dover Police Administrators Association having agreed to terms and conditions for a Collective Bargaining Agreement covering the period July 1, 2005 through June 30, 2008 are further agreed that:

During the term of this Agreement (July 1, 2005 through June 30, 2008) should any City bargaining unit in recognition of the increased employee health insurance premium cost share negotiate a wage schedule adjustment beyond the COLA wage adjustment provided in ARTICLE V: SALARIES SECTION 1 or a lesser employee health insurance premium cost share provided in ARTICLE XVIII INSURANCE AND MEDICAL COVERAGE SECTION 2 or a longer duration provided in ARTICLE XXI DURATION OF AGREEMENT, negotiations on such issue shall be reopened with the intent being that a similar adjustment(s) shall be granted to the membership of the Dover Police Administrators Association.

FOR THE CITY:

FOR DPAAII:

Signature Date: 8/11/05

Collective Bargaining Agreement
Dover Police Administrators Association
FY06 – FY08

MEMORANDUM OF AGREEMENT
THE CITY OF DOVER, NH – and – DPAAII

The City of Dover, NH and DPAAII having agreed to terms and conditions for a Collective Bargaining Agreement covering the period of July 1, 2005 through June 30, 2008 are further agreed that:

From the date of the signing of the Agreement moving forward, vacation shall be accrued and paid as outlined in Article VII, Sections 1, 2, and 3. It is further understood that the City of Dover, NH shall use the carry-over method to control vacation accruals. Employees of this bargaining unit may exceed their vacation cap amount up until the employee's anniversary date. Vacation in excess of the cap must be taken before the employee's anniversary date at the discretion of the Chief of Police. If on the employee's anniversary date there is excess vacation, the employee's accrual amount shall be reduced to the applicable cap amount.

FOR THE CITY:

FOR DPAAII:

Signature Date: 3/6/06

Collective Bargaining Agreement
Dover Police Association
FY06 – FY08

MEMORANDUM OF AGREEMENT
THE CITY OF DOVER, NH – and – DPAA

The City of Dover, NH and DPAA having agreed to terms and conditions for a Collective Bargaining Agreement (CBA) covering the period of July 1, 2005 through June 30, 2008 are further agreed that:

From the date of the signing of this Agreement moving forward, compensatory time of 1.5 hours for each hour of time worked in excess of a full-time employee's regular work week may be accrued and used upon agreement of the employee and his/her immediate supervisor. The work week is defined in Article VI, Section 1 of the current CBA. Tracking of hours earned and used shall be a function of management. Requests for use of compensatory time shall be submitted in writing no less than 48 hours prior. This requirement may be waived by management.

Employees may accumulate up to a total of 45 compensatory hours. Earned compensatory hours must be used within 60 days using the "First In-First Out" (FIFO) accounting method. Every effort will be made by the city to allow the use of the hours in the allotted time.

Any hours worked in excess of a regular work week not covered by this Memorandum of Understanding or those that can not be used within the 60 day window shall be compensated for as agreed upon in Article VI of the current CBA.

The parties further agree to negotiate the language of this Memorandum of Agreement into the successor CBA.

FOR THE CITY: _____

FOR DPAA: _____

Signature Date: 8/29/07