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AGREEMENT BETWEEN
THE CITY OF FRANKLIN
AND

TEAMSTERS LOCAL 633 OF NEW HAMPSHIRE
(POLICE DEPARTMENT EMPLOYEES)
JULY 1ST, 2006 - JUNE 30TH, 2009

SIGNATURE DRAFT

Prepared by:
FITZGERALD & NICHOLS P.A.
11 Academy Square
Laconia, New Hampshire 03246
(603) 934-9911 -Telephone

FRANKLIN POLICE DEPARTMENT CONTRACT

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ARTICLE I
RECOGNITION

- 1.1. The City of Franklin (hereinafter referred to as the "Employer") and Teamsters Local 633 of New Hampshire (hereinafter referred to as the "Union") hereby agree as follows:
- 1.2. The employer hereby recognizes the Union as the exclusive bargaining representative pursuant to the provisions of New Hampshire RSA 273-A for all Regular Full Time Patrol Officers, Detective Patrol Officer, Youth Services Officer, Regular (Full Time) Dispatchers and Secretaries. Excluded from recognition or coverage under this agreement are the Chief of Police, Detective Lieutenant/Prosecutor, Patrol Lieutenant, Patrol Sergeants, Detective Sergeants, Communications Supervisor, Secretary to the Chief of Police, Special Police Officers, On-call Dispatchers and all other supervisors, professional and confidential employees, persons in a probationary or temporary status, persons employed seasonally, irregularly or on-call and all other employees of the Franklin Police Department. The parties agree that they shall jointly file a unit modification petition to the New Hampshire Public Employee Labor Relations Board excluding the positions of Master Patrol Officer and Clerk/Typists from the bargaining unit.
- 1.3. It is specifically agreed by the parties hereto that any rights, duties or authority existing by virtue of the New Hampshire Revised Statutes Annotated or other law shall in no way be abridged or limited by any of the provisions of this Agreement and to the extent that any provision of this Agreement is inconsistent with any such law, the provision(s) of law shall prevail.

ARTICLE II
MANAGEMENT RIGHTS

- 2.1. It is agreed that except as specifically delegated, abridged, granted or modified by this agreement or required by statutory law, all of the rights, powers, and authority the City possessed prior to the signing of this agreement are retained by the City and remain the exclusive right of management without limitation. Furthermore, these retained rights are not subject to the grievance or arbitration procedures contained herein.
- 2.2. Management of the City, its operation, direction of the work force and the authority to execute all the various duties, functions, and responsibilities in connection therewith are vested in the City. The exercise of such duties, functions and responsibilities shall not conflict with this agreement.
- 2.3. It is understood and agreed that the City has all the customary and usual rights, powers, functions and authority of management. Any of the rights, powers, functions or authority which the City had prior to the signing of this agreement, including those in respect of rates of pay, hours of employment, or conditions of work, are retained by the City except

as those rights, powers, functions or authority are specifically abridged or modified by this agreement.

- 2.4. Without limitation, but by way of illustration, the exclusive prerogatives, functions, and rights of the City shall include the following:
 - 2.4.1. To plan, direct, supervise and control all operations, functions and policies of the City in which the employees in the bargaining unit are employed.
 - 2.4.2. To determine the need for and the qualifications of new employees, transfers and promotions.
 - 2.4.3. To establish, revise and implement standards for hiring, classification, evaluation, promotion, quality of work, safety, materials, uniforms, appearance, physical condition, equipment, methods, policies and procedures, work rules and regulations.
 - 2.4.4. To assign shifts, workdays, hours of work and work locations subject to the terms of this contract.
 - 2.4.5. To close or eliminate an office, operation, service or facility, or combination of facilities, or to relocate, reorganize or combine the work of divisions, offices, operations or facilities for budgetary or other reasons.
 - 2.4.6. To implement new, and to revise or discharge, wholly or in part, old methods, procedures, materials, equipment, facilities and standards.
 - 2.4.7. To determine the need for a reduction or an increase in the work force and the implementation of any decision with regard thereto.
 - 2.4.8. To discipline, suspend, demote or discharge an employee for cause.
 - 2.4.9. To assign and distribute work.
 - 2.4.10. To determine the need for additional educational courses, training programs, on-the-job training and cross-training.
 - 2.4.11. To contract out any work it deems necessary in the interests of efficiency, economy, improved work product, equipment or emergency.
 - 2.4.12. To determine the mission, policies, and standards of service offered to the public.
 - 2.4.13. The City may prepare, issue, enforce rules and safety regulations necessary for safe, orderly, efficient operations.

ARTICLE III
INTERFERENCE WITH OPERATIONS
AND LOCKOUTS PROHIBITED

- 3.1. Under no circumstances will the Union cause, encourage, sponsor or participate in any strike, work slowdown, sick out, sanctions, multiple resignations, any form of job action, withholding of any services or any curtailment or work or any restriction or interference with the operations of the Franklin Police Department or the City of Franklin government during the term of this Agreement. In the event of any such activity set forth above, the Employer shall not be required to negotiate on the merits of the dispute which gave rise to any such activity until any and all such activity has ceased. The Employer will not lock out any employees during the term of this Agreement.
- 3.2. Should any employee or group of employees covered by this Agreement engage in any activity prohibited by Section 1, above, the Union shall forthwith disavow any activity and shall use all means to induce such employee or group of employees to terminate such activity forthwith.

ARTICLE IV
PROBATIONARY EMPLOYEES

- 4.1. All newly hired or appointed Police Officers must serve a probationary period twelve (12) continuous months from the date of appointment to a regular (full-time) position and such probationary employees shall not be entitled to representation by the Union or be covered by any terms of this agreement.
- 4.2. All newly hired or appointed Dispatchers and clerical personnel must serve a probationary period of six continuous months from the date of appointment to a regular full time position and such probationary employees shall not be entitled to representation by the Union or covered by any terms of this agreement.

ARTICLE V
DUES CHECK OFF

- 5.1. Upon an individually written authorization card signed by the employee and approved by the Union, the City agrees to deduct from each employee's wages, a sum for the Union dues to be collected each pay period. The Union agrees to hold the Police Department and the City harmless from any claim or liability arising out of its deduction of dues and payment to the Union under this Section.
- 5.2. If the City's payroll system permits, the employees will be allowed to participate in the New England Teamsters Federal Credit Union. The Employer agrees to deduct for the Teamsters Credit Union any amount authorized in writing by the employee and remit same on a monthly basis not later than the 20th of each month. No deduction prohibited by applicable law shall be made.

ARTICLE VI
SHOP STEWARD/UNION BUSINESS

- 6.1. The Police Department agrees to recognize one (1) Shop Steward and one (1) Alternate Shop Steward to cover in his/her absence. If either the Chief of Police or the Shop Steward requests a meeting with the other to discuss a matter pertaining to this Agreement, the Chief shall retain the right to schedule such meeting so as not to disrupt the work place, work schedules or departmental coverage. If a settlement cannot be reached, the Steward shall report it by telephone to the Union Business Agent. If the issue still cannot be resolved, the Steward shall reduce any resulting grievance to writing and submit it in accordance with the grievance procedure.
- 6.2. Time spent in grievance processing or investigating which is done by a Union Steward or member, will be done either before or after working a regular shift and will not be compensated for.
- 6.3. Joint Meeting. An official Union representative shall be granted reasonable time at no loss of pay for attendance at grievances or other joint meetings which have been scheduled by mutual agreement of the parties.
- 6.4. Contract Negotiations. Up to three Bargaining Unit members may attend negotiation sessions without loss of pay. Of the three Bargaining Unit members there shall be no more two representing patrol and no more than two representing communications.

ARTICLE VII
BULLETIN BOARD

- 7.1. The Chief of Police shall designate a space within the Franklin Police Station for the location of a Union bulletin board which shall be used by the Union to notify the membership of Union affairs. In his discretion, the Chief may designate a portion of a departmental bulletin board for Union use. No material which could be construed to be offensive, derogatory or inflammatory shall be posted upon the bulletin board. The Chief of Police, in his sole discretion, may remove any notice or posting which he deems inappropriate. Any material so removed will be delivered to the Union president.

ARTICLE VIII
JOB POSTING

- 8.1. When a vacancy occurs as a result of the establishment of a new position or retirement or termination of a current employee, the Chief shall post a notice for five (5) days indicating the position, its pay grade, the qualifications required and the normal working hours for the position, which shall be subject to change at the discretion of the Chief.

- 8.2. The job posting shall be left on the bulletin board for five (5) days and all employees in the bargaining unit who deem themselves qualified in the posted positions' prerequisite experience, knowledge, skills and abilities shall be eligible to sign up to indicate their interest in filling the position. Nothing in this posting procedure shall be deemed to limit the Department's right to seek applicants for the position from outside the Bargaining Unit or the Department.

ARTICLE IX
HOLIDAYS

- 9.1. The following holidays are recognized by the parties to this Agreement in accordance with the current practice of the Department:

New Year's Day	Columbus Day
Martin Luther King Day	Veterans' Day
President's Day	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Independence Day (July 4th)	Christmas Day
Labor Day	

- 9.2. If a member of the Bargaining Unit is scheduled to work on a holiday and actually works, that employee shall be eligible to receive holiday pay as is the current practice, provided however, that to be entitled to such pay the employee must work the scheduled day preceding and the scheduled day following the holiday unless that employee's failure to work on either day results from an excused absence. An "excused absence" shall be defined as vacation leave, sick leave, military leave or compensatory leave, provided that any leave taken by the employee is authorized in accordance with the General Orders or Standard Operating Procedures of the Department or with this Agreement. When sick leave is taken on the scheduled work day immediately preceding or following a holiday, the Chief of Police or his designee may take such action as they deem necessary to verify illness on the part of the employee including, but not limited to a telephone interview, personal visit or a requirement for a physician's note before holiday pay will be paid.

ARTICLE X
VACATIONS

- 10.1. Vacation leave is approved by the Chief of Police or a designee. It accrues on a weekly basis to all regular employees (full-time) who are members of the Patrol Unit on the following schedule:

Hire Date	<u>Anniversary</u>	<u>Accrual Rate</u>	<u>Annual Vacation</u>
1 - 4		1.53 hours per week	80 hours (10 days)
5 - 14		2.30 hours per week	120 hours (15 days)

15 or more 3.07 hours per week 160 hours (20 days)

- 10.2. Regular employees shall accrue no vacation leave during their first year of employment, and they may take no vacation leave. On the first Hire Date Anniversary, 10 vacation leave days (80 hours) shall be awarded in a lump sum, and employees will simultaneously begin accruing vacation leave on a weekly basis at 1.53 hours per week. On the fifth Hire Date Anniversary, the accrual rate shall change to 2.30 hours per week, and on the fifteenth Hire Date Anniversary, the accrual rate shall become 3.07 hours per week. Notwithstanding the above, the regulation of vacation of secretaries and dispatchers is governed by the city's Personnel Plan.
- 10.3. Vacation leave shall be used within one anniversary year after its award or accrual. That is, on employees' Hire Date Anniversaries, they may have up to one year's accrued vacation leave "carried over" into the next year. Any unused vacation leave in excess of the previous year's total annual accrual shall be immediately forfeited on the Hire Date Anniversary unless the City Manager has approved an exception to policy based upon unusual circumstances. Example: an employee reaching the fourth Hire Date Anniversary with 12 vacation days accrued but not used will forfeit two vacation days, as only 10 days (the annual accrual) may be carried over into the next anniversary year.
- 10.4. The Chief of Police or a designee shall schedule (determine the time and order of) all vacations in the department, and all requests for vacation leave must be submitted to the Chief in writing at least four (4) weeks in advance. The Department shall provide notification to an employee within 10 days of his or her request as to whether the request is granted or denied. Vacations must be taken in increments of at least one (1) complete shift. Vacations shall not interrupt nor interfere with the normal operations of the Police Department, and the Chief shall have the right to change the vacation schedule so as to prevent any such interruption or interference. The Chief of Police may designate reasonable "no vacation" time periods based on known seasonal peak demand work periods. Unless the Chief or designee specifically authorizes an exception, no employee shall take vacation leave in excess of 10 days at one time, regardless of the annual entitlement. No more than two (2) employees shall take vacation leave at any one time unless the Chief of Police has ruled that such leave will not seriously reduce the operational effectiveness of the department.
- 10.5. Vacation leave shall be paid at the regular straight-time rate for the number of regular hours normally scheduled for the employee. Employees desiring advance vacation pay prior to taking the leave must make such request through the department payroll clerk at least 15 days before the pay day that the pay is to be received. Under no circumstances will advance vacation pay be paid in an amount exceeding the actual number of accrued vacation leave days (and any paid holidays) being taken. The City shall not grant payment in lieu of vacation leave, except upon termination of employment.
- 10.6. Any regular (full-time) employee whose employment is terminated, voluntarily or

involuntarily, after the first Hire Date Anniversary shall be compensated for all vacation time accrued up to the date of termination.

- 10.7. When a paid holiday falls within a vacation leave taken by an employee who would normally take the holiday off with pay, the employee shall not be charged with having used a vacation day for that date. Employees who would normally work the holiday and receive additional holiday pay shall be charged a vacation day but shall also receive the holiday pay.
- 10.8. Vacation Leave (Part-Time Employees). Members of the bargaining unit who are regular part-time employees are defined as those working regularly scheduled shifts of at least twenty hours per week. On-Call employees are not regulars. Regular part-time employees accrue no vacation during the first year of their employment. On the first Hire Date Anniversary, they shall begin to accrue vacation leave at the rate of .096 days per week (five days per year). All other provisions of vacation leave are the same as for regular full-time employees (see above).
- 10.9. Implementation. Accrual of vacation time pursuant to this system commenced with the pay period beginning January 7, 1996.

ARTICLE XI **BEREAVEMENT LEAVE**

- 11.1. Any regular full-time employee shall be excused from work for not more than three (3) consecutive work days, provided that such excused work days can be taken in four consecutive calendar days, because of death in the immediate family and shall be paid the normal rate of pay for the scheduled working hours excused.
- 11.2. Immediate family shall mean spouse, parents, step-parents, parents-in-law, grandparents, children, stepchildren, brothers/sisters, a blood relative residing in the same household or a ward residing in the same household.

ARTICLE XII **SICK LEAVE**

- 12.1. All regular full-time employees shall be entitled to paid sick leave in accordance with the following:
 - A. Each regular full-time employee shall accumulate sick leave at the rate of 1.84 hours per week (96 hours or 12 days per year).
 - B. Sick leave may be accumulated to a maximum of ninety (90) days (720 hours) and shall remain to the credit of the employee until used for sickness or disability.
 - C. Paid sick leave shall be granted for absence from duty for the following reasons:

1. Illness.
 2. Non-compensable bodily injury or disease.
 3. Exposure to contagious disease, quarantine.
 4. Attendance upon members of the immediate family (as defined by Article XI), whose illness requires the care of the employee, with prior approval of the Chief of Police and City Manager.
- D. If absence is caused by an accident compensable under Worker's Compensation, then the City shall pay the difference between Worker's Compensation and the employee's regular pay during the employee's sick leave eligibility. This shall be accomplished in the following manner:
1. The employee shall endorse the Workers' Compensation check to be payable to the City of Franklin. Upon receipt of the endorsed check, the City shall issue a check for the week in the amount of the employee's normal weekly wage or salary.
 2. Normally, a delay of some weeks occurs between the illness/injury and receipt of the first Workers' Compensation check. During this period, employees must use accrued sick leave (and vacation leave if desired) to receive a pay check from the City. Upon receiving the endorsed retroactive Workers' Compensation checks (which the employee is required to submit), the Finance Office will restore the appropriate amount (equivalent to the amount of the checks) of sick and/or vacation leave to the employee's accrued balances.
- E. Employees absent for any reason shall report to the Chief of Police or a designee immediately, giving the reason for their absence. The City Manager and/or Chief may require, as a condition precedent to the payment of sick leave, the certification of a qualified physician, certifying as to the condition of the employee or a member of his/her family. Whenever sick leave is requested to be used in conjunction with vacation leave, a physician's statement shall be required in each instance.
- F. The purpose of sick leave is to prevent the loss of income only when absent due to a bonafide illness or injury and is not granted as extra vacation or holidays.
- G. Upon voluntary termination of employment by the employee, said voluntary termination not being under threat of disciplinary action, as provided in the personnel rules and regulations, all accrued sick leave up to the 90 day maximum shall be paid to the employee at one-quarter the regular rate of pay then in effect. This benefit shall not be paid if less than two weeks notice of the intention to terminate was given to the City, unless the City Manager has waived this requirement due to unusual circumstances. Any debts owed to the city by the

employee shall be deducted from this payment.

Upon the death of an employee in the line of duty, one hundred percent (100%) of that employee's accrued sick leave benefit shall be paid to his/her estate.

- H. Sick leave shall begin to accrue and may be used after employees have completed six months of continuous full time service from the date of hire. In no event may sick leave be used before it is earned.

12.2. Family Medical Leave Act of 1993 (FMLA)

12.2A.1. In addition to the other provisions herein, eligible employees shall be granted up to 12 weeks of unpaid leave during any 12 month period for:

- (a) Birth and first year care of a child;
- (b) Adoption or foster placement of a child in the employee's home;
- (c) Serious medical condition of the employee's spouse or partner, child, or parent, or;
- (d) Employee's own serious medical condition which renders the employee unable to perform the functions of the job.

12.2A.2. The City shall maintain group health benefits under the existing conditions during the period of FMLA leave, and shall restore the employee to the same or equivalent position and to all other benefits upon conclusion of the FMLA leave. Vacation and sick leave shall not accrue during the unpaid leave.

12.2A.3. Eligible employees are defined as those who have worked for the City of Franklin for at least 12 months (not necessarily consecutive) and worked for at least 1,250 hours during the 12 months preceding the start date of the requested leave.

12.2A.4. Implementation.

- (a) Requests for unpaid FMLA leave shall be submitted in writing 30 days in advance through the Chief of Police to the City Manager, who is the approving authority. Requests not within this time frame must contain justification for shorter notice.
- (b) The City shall have the right to require medical certification of the illness or of the employee's need to care for the ill person prior to approving unpaid FMLA leave, and shall have the right to require reasonable periodic medical re-certifications during the unpaid leave. The City further has the right to require additional medical certification at any time

by a physician of the City's choosing and at the City's expense.

- (c) Employees shall be required to exhaust all vacation balances prior to taking unpaid leave and in those instances in which the employee is personally ill, all sick leave balances shall be exhausted also prior to the approval of unpaid leave.
- (d) Twelve weeks in "any 12 month period" shall be measured backward from the date that the requested leave is to begin. Example: An employee requests one week of unpaid leave under the FMLA to begin July 15. The Police Chief shall review the amount of FMLA unpaid leave taken during the preceding 12 months back to the previous July 15, and shall recommend denial of the leave if 12 weeks have already been taken during that time. Any FMLA leave taken during that time which was charged against an accrued leave balance shall not be counted as part of the "12 weeks in twelve months."
- (e) FMLA leave may be taken intermittently as needed, in increments as small as one hour. (Example: An employee requests one unpaid hour three days per week for chemotherapy sessions). The City retains the right to assign employees to an alternative position at equivalent pay and benefits if the alternative position is better suited for intermittent leave. (NOTE: The FMLA provides that payroll deductions for unpaid intermittent leave may be applied to salaried, exempt employees without jeopardizing their FLSA exempt status).
- (f) The City retains the right to require periodic statements of intent to return to work from employees absent on unpaid FMLA leave.

ARTICLE XIII **MILITARY LEAVE**

- 13.1. Whenever employees must be absent from work due to their participation on active duty as a member of the Reserve Component of the United States Armed Forces, the City guarantees all rights and privileges accorded such employees by the Soldiers' and Sailors' Relief Act and the Veterans' Readjustment Act.
- 13.2. Employees called to active duty for training or during national emergencies, shall be guaranteed restoration to employment at the same level of benefits and compensation that would have pertained if employment had not been interrupted by military service.

ARTICLE XIV **RESIDENCY**

- 14.1. All members of the Bargaining Unit serving in the patrol and dispatch functions shall live

within forty-five (45) minutes response time to the Franklin Police Station at normal driving speeds. The Chief of Police, or his designee, shall make a final determination as to whether any residence meets the criteria of this article. Such determination shall not be subject to the grievance procedure. The Chief of Police may allow for minor deviations from the policy established herein. All bargaining unit members employed by the City within the Police Department as of May 10, 1995 shall have their current residences exempted from the above policy. In the event that any member so exempted desires to relocate their residence, such relocation shall be to a residence that is no less conforming to this policy than the present residence. For additional future relocations, such relocations shall either be more conforming to this policy or, at least not less conforming than the residence which is being vacated.

ARTICLE XV **MILEAGE**

- 15.1. Personal vehicles shall not be used for official business unless no City vehicle suitable for the task is available. Use of a personal vehicle must be for the City's convenience, not the employees'. In the event that the use of a personal vehicle is necessary and authorized as such by the Chief of Police, employees shall be reimbursed at the same rate per mile as is established by the City Council for all employees, provided that the appropriate voucher forms have been filed.

ARTICLE XVI **UNIFORM ALLOWANCE**

- 16.1. The Chief of Police or his designee shall establish the uniform of the Department which shall not be altered or changed by the bargaining unit employees. The City shall supply each employee with a reasonable quantity of uniform items, including footwear, and shall replace same on an as needed basis, subject to the qualifications contained in Section 2, below.
- 16.2. Uniform items that are damaged, destroyed, are made unserviceable or are unpresentable will not be replaced by the Police Department, if in the opinion of the Chief, the damage resulted from the carelessness, negligence or improper use by the employee.
- 16.3. 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.
- 16.4. Cleaning of uniforms. The City shall provide cleaning for two sets of uniforms per week per uniformed employee, except during leave periods.
- 16.5. Each employee who is employed in the position of detective or juvenile officer as of July 1st of any year of this contract shall, during the first pay period of the fiscal year, receive an annual clothing allowance in the amount of \$500.00.

ARTICLE XVII
SENIORITY

- 17.1. Seniority shall be measured from the last date of hire of an employee. Seniority shall terminate upon the occurrence of one of the following events:

Retirement
Discharge
Layoff for one (1) year; or
Absence due to illness or accident in excess of twelve (12) months.
Failure to return from lay off within fourteen (14) calendar days or notification that a permanent full time job is available.

- 17.2. This definition of seniority and parts thereof shall have force and effect only with respect to provisions of this Agreement specifically requiring the Department to make personnel decisions in whole or in part on the basis of seniority.

ARTICLE XVIII
DISCIPLINE AND DISCHARGE

- 18.1. The City and the Police Department agree that it may only discipline or discharge members of the bargaining unit for just cause, which is unsatisfactory performance or misconduct as defined in the City's Administrative Code, Personnel Policy, Rules, and Regulations, violation of department rules or regulations; provided however, that the term "discharge" shall not include termination of employment directly caused by departmental reduction or restructuring for bonafide financial, regulatory, or law enforcement reasons.

- 18.2. Disciplinary Procedures.

Prior to the institution of any discipline other than a verbal warning, the affected employee shall have the opportunity to meet with the Chief of Police. The employee may be accompanied by the Union President, the Union Steward or a professional representative of Teamsters Local 633 of New Hampshire.

ARTICLE XIX
EMPLOYEE INDEMNIFICATION

- 19.1. The City shall defend members of the bargaining unit against any claims made against them arising out of an act or omission by the employee while acting in good faith within the scope of his/her employment. The City shall indemnify members of the bargaining unit for any judgments entered against them arising out of any act or omission by the employee acting in good faith within the scope of his/her employment, to the extent that the claim is within the scope of coverage of an insurance policy maintained by the City.

- 19.2. The obligation of the City to defend and indemnify shall not: (a) extend to act to alleged

criminal conduct by members of the bargaining unit; or (b) preclude discipline or discharge of the members of the bargaining unit for the conduct which gave rise to the claim.

ARTICLE XX
CALL BACK

- 20.1. **Callback Pay:** Regular (full time) employees who are members of the bargaining unit and subject to the FLSA (non-exempt employees) who have left their normal places of work at the end of their regularly scheduled shifts, but who are called back to duty with no advance notice prior to the start of their next regularly scheduled shift, shall be paid a minimum of three hours of pay at the rate of 1.5 times their normal hourly rates. Callback work in excess of three hours shall be paid at the rate of 1.5 X normal hourly rate X actual hours worked (to the nearest tenth of an hour). Employees called back twice or more within the initial three hours will be paid only one three-hour minimum. This policy applies only to unscheduled, regular overtime. Regular overtime scheduled before employees have left their place of duty shall be paid as regular overtime, even if the employees left their place of duty before returning to perform the overtime. An early call-in to report for work at an earlier than normally scheduled time does not qualify for callback pay. Callbacks shall not be used for routine duties which may be as efficiently accomplished through the use of an early call in or an extended shift, except in unusual circumstances where it is deemed necessary to use a callback for such duties for the appropriate discharge of the Department's mission. When the purpose of the callback has been completed, an employee's supervisor may, but shall not be compelled to, release the employee from further duty before the conclusion of the three hour minimum time span.

ARTICLE XXI
WAGES, LONGEVITY, OVERTIME, PRIVATE DETAIL,
PROFESSIONAL MEMBERSHIP, EDUCATION

21.1. **Wages.**

A. **Appointment Rates:**

- (1) The classes of jobs within the bargaining unit and their assignment to pay grades are shown at Appendix A. The minimum rate of pay for a class shall normally be paid upon appointment to a position within the class. Appointment rates above the minimum rate may be paid with the approval of the City Manager. Justification for approval will be limited to recognition of exceptional qualifications of the appointee or the lack of qualified persons at the minimum rate.
- (2) Police Officers who have not been certified by the New Hampshire Police Standards and Training Academy as full time Officers, but who are employed full time as such shall receive wages no less than entry level

(Step One) for a Franklin Police Officer until such certification has been received.

B. Wage Increases:

1. Salary adjustments (step increases) within established ranges in the approved budget shall not be automatic, but shall be based upon the merit system as recommended by the Chief of Police and approved by the City Manager. Subject to approved fiscal year funding in an approved budget, all regular full time employees and regularly scheduled part time employees may be awarded merit pay raises in the form of steps (normally one) within the appropriate labor grade, which shall primarily be based upon successful goal achievement as evidenced by the performance appraisal for the preceding anniversary year. Rarely, and upon the Chief's recommendation, the City Manager may award one additional step to employees demonstrating truly exceptional merit above their peers. Merit increases shall be effective on the first Sunday following the Hire Date Anniversary of employees. For employees who are promoted to a position on a higher labor grade, the Promotion Anniversary date shall be used for pay purposes rather than the Hire Date Anniversary. Promoted employees shall be subject to a six-month "performance probation" period, during which time unsatisfactory performance may be grounds for demotion or termination of employees. Employee Performance Appraisals shall be completed annually in the month immediately prior to the Hire Date (or Promotion Date) Anniversary for every employee.
2. Effective upon the first pay period commencing after the final ratification of this agreement by the Franklin City Council, the attached pay table shall become effective. During Fiscal Year 2006-2007, all members of the Bargaining Unit who are assigned to the Patrol Division shall receive a merit increase on their anniversary date unless denied as noted above.
3. Commencing July 1st, 2007, the attached pay table shall be increased by an amount equivalent to the percent increase of the Consumer Price Index (Urban National) as published by the United States Department of Labor for the previous calendar year. Additionally, Bargaining Unit members who are assigned to the Patrol Division shall be eligible for merit increases on their anniversary date unless denied as noted above.
4. Commencing July 1st, 2008, the attached pay table shall be increased by an amount equivalent to the percent increase of the Consumer Price Index (Urban National) as published by the United States Department of Labor for the previous calendar year. Additionally, Bargaining Unit members who are assigned to the Patrol Division shall be eligible for merit increases on their anniversary date unless denied as noted above.

5. Effective upon the first pay period commencing after final ratification of this contract by the City Council, the attached pay table designed for members of the Communications Unit and clerical employees shall be utilized to establish wages for those employees. (The following sentence deleted, replaced with Pay Appendix): The Bargaining Unit employees or clerical employees assigned to the Communications Unit shall be eligible for annual merit increases unless denied as described above.
6. No salary adjustment under this contract shall be retroactive prior to the date of ratification of the agreement by the Franklin City Council.

C. Longevity Pay:

1. On the appropriate Hire Date Anniversary, Regular (full time) employees shall be moved to the corresponding Longevity Pay Table. Employees moved to a Longevity Pay Table will occupy the same labor grade and step as on the previous table. The Longevity Pay Tables (Appendix B and Appendix C) award longevity payments on an hourly basis which equate to annual payments as shown below:

<u>Anniversary</u>	<u>Annual Longevity Pay</u>
New Hire	Table A (Regular Pay Table)
10th Anniversary	Table B (\$500 Annual Increase)
20th Anniversary	Table C (Additional \$500 Annual Increase)

2. Transitional Policy: All employees with seven to ten years' service who are currently receiving longevity bonuses under the former policy on or before July 1, 1995, shall continue to receive them until the 10th Hire Date anniversary, when they shall be moved to Pay Table B. Employees with more than ten years' service shall be moved directly to Pay Table B on July 1, 1995, unless they are qualified for Pay Table C.

D. Overtime Payment:

1. All employees not exempt from the Fair Labor Standards Act (FLSA) shall be paid at 1.5 times their normal hourly rates for each hour or portion thereof actually worked in excess of 40 hours worked in a work week. The City's work week is defined as from 12:01 am Sunday morning to 12:00 pm (midnight) Saturday. A work day is defined as from 12:01 am until 12:00 pm (midnight). For the purpose of overtime pay calculation, all paid holidays, bereavement leave, and all absences charged against an employee's accrued leave balances shall be counted as hours worked. Paid absences not charged to accrued leave balances, such as administrative

leave or leave without pay, shall not count as hours worked in a week. Hours paid at the overtime rate shall not be counted as "hours worked" for the purpose of qualifying for any additional overtime pay.

2. Overtime is not authorized unless approved in advance by the employee's immediate supervisor. Any overtime worked without such advance approval shall not be paid. The Chief of Police may, at his/her discretion, issue blanket advance approval for certain specific frequently reoccurring situations.
3. Compensatory Time. The City's normal practice is to pay cash overtime. At the employee's request, the Chief of Police may authorize compensatory time off in lieu of cash payment for overtime. Compensatory time for non-exempt employees shall be paid at the same rate as cash overtime; each hour of overtime worked is compensated by one and one-half hours of paid absence from work. Compensatory time may be accrued up to forty hours; any overtime thereafter worked shall be paid in cash until the compensatory time balance has been reduced below forty hours. With the Chief's permission, compensatory time may be used in conjunction with other paid absences.
4. Private Details.
 - (a) Section 1: Private details are those details which are supported by a funding source other than the salary or overtime accounts of the Franklin Police Department.
 - (b) Section 2: All private details shall be paid at a rate of time and one-half or \$33.00 per hour, whichever is higher for the specific officer assigned to the detail. The City may charge an additional administrative fee in connection with private details, said fee remaining the property of the City. The above rate shall apply to all members of the bargaining unit as of the date of ratification of this contract. The private detail rate shall be increased to \$35.00 per hour commencing July 1st, 2007 and to \$37.00 per hour commencing July 1st, 2008.
 - (c) Section 3: Private details are not subject to the overtime provisions of this agreement. However, in the event that no eligible officer volunteers for a private detail, the Chief of Police or his designee may in their discretion make a mandatory assignment of a private detail. In such case, such assignments shall be in order of inverse seniority on a rotational system established by the Chief.
 - (d) Section 4: Private details shall be offered to all qualified police officer employees of the Department and distributed on an

equitable rotational basis. A rotational list shall be established to ensure that private details are so distributed. The list shall be established in order of seniority with the Chief of Police having the discretion to place current part-time or special officers within the rotational list at any location. Future full time officers shall be placed on the list so they shall be the last to receive private detail assignments as of the date which they are placed. The Chief shall retain full discretion to place future part-time and/or special officers within the rotation. In the event that an individual either refuses to accept a private detail or is unable to accept same for any reason, including lack of availability for notice purposes, that detail shall then be offered to the next employee on the rotational list. For each detail, the Department shall commence offering to employees on the list at the point in the list immediately after the name of the employee who received the last private detail assignment.

5. Municipal Details.

(a) Section 1: A municipal detail shall be defined as a detail worked by a bargaining unit member, which would normally qualify for overtime pay which is a scheduled event such as a parade, municipal ceremony or other similar occurrence for which payment is drawn from the municipal police budget as opposed to a private detail or other overtime assignment as described above. Municipal details, to the extent that they occur in hours that would otherwise qualify for overtime pay, will be paid at a minimum of two hours at the employee's overtime rate.

6. Witness Fees. Any off-duty police officer who must physically appear in court for matters arising out of his or her official duties, including conferences with prosecution 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 supervising officers shall be compensated by a minimum of three consecutive hours of the employee's overtime rate. In the event that a bargaining unit member is required to appear separately in both a morning and afternoon session of the court, the employee shall be compensated by a minimum of 2 consecutive hours at the employee's overtime rate for the second appearance. Should an officer be required to make an appearance outside of the guaranteed minimum stated above, said appearance being contiguous in time, then the officer shall receive overtime pay for actual time worked. Such payment shall not apply to civil cases privately brought or similar matters where the Franklin Police Department is not an active party to the matter. In such cases, officers shall be compensated in

accordance with State law, the rules of court or other applicable regulation by the outside party requesting their presence and/or participation.

7. Field Training Officer. Any bargaining unit member who serves as a Field Training Officer shall receive a \$1.00 per hour pay differential for time when that employee is actually serving as a Field Training Officer involved in the direct supervision of a junior employee.

ARTICLE XXII

INSURANCE AND RETIREMENT

- 22.1. The City will provide to members of the Bargaining Unit Health and Life Insurance on the same terms and conditions (level of benefits, deductibles, premium co-payments) as provided to other non-union employees of the City on the effective date of this contract. The members of the bargaining unit, as a group, may elect to have health and life insurance provided to them in accordance with a plan offered by the International Brotherhood of Teamsters, or such other healthcare provider as the bargaining unit may select. However, in order to participate in such an offering, all members of the bargaining unit must participate and in such case no member of the bargaining unit shall be covered by the health and life insurance policies offered by the City of Franklin. In such event, the City shall make payment to the appropriate insuring entity, or its collecting agency, an amount equal to the appropriate monthly premium for said coverage or the amount equivalent to the premium had the bargaining unit elected to retain coverage through the City, whichever amount is less. In no event shall the City pay more for health and life insurance than the premium charged by the carrier providing such insurance to the City's non-unionized employees. In the event that the healthcare provider selected by the bargaining unit charges a premium to the City in excess of that paid by the City for non-unionized health insurance, then the City shall pay the full premium charged by said provider but shall deduct the difference between what is paid on behalf of non-unionized employees and the amount charged by the provider selected by the bargaining unit from the paychecks of the affected bargaining unit members. The exact amount of the deduction shall vary between employees based upon the level of coverage (single person, two person or family selected by the employee). In no event will the City decrease the funding that it will make available towards the insurance premiums for members of the bargaining unit from the monthly charges in effect as of the date of the ratification of this contract.
- 22.2. The City shall continue the present practice of allowing the members of the bargaining unit to participate in the New Hampshire State Retirement System.

ARTICLE XXIII

PHYSICAL READINESS

- 23.1. All newly hired sworn police officers, full or part time, shall be required to pass the Franklin Police Department Physical Readiness Examination, presently in place and

known as Standard Operational Procedure 88005, instituted as policy on March 1, 1988.

- 23.2. It shall be a bona fide condition of continued employment with the Franklin Police Department from the first date of his/her appointment and continue in effect while any newly hired sworn police officer remains employed with the Franklin Police Department.
- 23.3. Any employee returning to work after a work interruption of at least one calendar week (7 consecutive days) due to illness or injury may be required to present to the City a certificate of physical fitness for performance of his proposed duties. Such certificate shall be signed by the employee's physician and shall duly identify the employee and shall also state that the employee is qualified to resume his employment. In the event that an employee is required to obtain such a certificate from a physician chosen by the City, that will be accomplished without cost to the employee. If the City's physician does not agree with the conclusion reached by the employee's physician, the employee shall submit to an examination by an impartial physician agreed upon by both the employee's physician and City's physician. The cost of the examination by the impartial physician shall be born by the employer.
- 23.4. Physical Examinations and Drug Testing.

The City of Franklin shall require a physical examination, including drug tests, as a condition for employment, and may require other medical or psychological testing to be performed by a qualified physician to be selected by the City. The City will assume the cost for the physical and laboratory tests and any other medical or psychological testing required.

ARTICLE XXIV **GRIEVANCE PROCEDURE**

- 24.1. For the purpose of this contract, a grievance is defined as a written dispute, claim or complaint which is filed and signed by an employee in the Bargaining Unit who alleges an actual instance of aggrievement and which arises under and during the term of this Agreement. Grievances are limited to matters of interpretation or application of specific provisions of this Agreement and must specify the specific Article and Section of this Agreement which has allegedly been violated, the date of the alleged violation, all witnesses to same and the relief requested.
- 24.2. Whenever an employee in the Bargaining Unit has a grievance as defined in Section 1, above, the following procedure shall be utilized or such grievance shall be deemed waived:
 - A. The employee involved shall file the grievance in writing as specified above with the employee's immediate supervisor and the Union within ten (10) working days from the date of the event which gives rise to the alleged grievance.
 - B. If the grievant is not satisfied with the disposition of the grievance by their

immediate supervisor or if no decision has been reached within five (5) working days after filing with their immediate supervisor, the grievant, together with the Union, may file the grievance with the Police Chief within ten (10) work days.

- C. The decision of the City Manager shall be final and binding upon the parties and shall not be subject to any further appeal or redetermination. However, the Union or the employee may request an advisory opinion of the Personnel Advisory Board pursuant to Section D, below. It is understood that this step shall be advisory only and shall not alter the binding authority of the Manager in these matters.
 - D. If the grievant or Union is not satisfied with the disposition of the grievance by the City Manager or if no decision has been rendered within ten (10) working days after the meeting at which the City Manager originally considered said grievance, the Union may request that the City Manager submit the matter to the Franklin Personnel Advisory Board pursuant to Section 25 of the Franklin City Charter. Said request of the City Manager to submit the matter to the Personnel Advisory Board shall be in writing. It is understood that the decision of the Personnel Advisory Board is advisory only and does not alter the binding authority of the Manager in these matters.
 - E. Any of the time requirements stated in this article may be extended by mutual written consent.
- 24.3. Excluded from this grievance procedure are grievances which question the exercise of rights set forth in Article II of this Agreement, entitled Management Clause, or which question the use or application of any right over which the Employer or its designated agents have discretion.
- 24.4. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with an appropriate member of the staff of the Franklin Police Department and having the grievance adjusted without the intervention of the Union provided the adjustment is not inconsistent with the terms of this Agreement.

ARTICLE XXV **SEPARABILITY**

- 25.1. If any Article of this agreement or any application of any portion of any Article of any Article of this Agreement to any employee is held to be contrary to law, then such Article shall not be deemed valid, but all other Articles shall continue in full force and effect. Upon such invalidation the Union and the Employer agree to meet and negotiate concerning the Article affected.

ARTICLE XXVI
EXPENDITURE OF PUBLIC FUNDS

- 26.1. Any agreement reached which requires the expenditure of public funds for its implementation shall not be binding upon the Employer, unless, and until, the necessary specific appropriations have been made by the Franklin City Council. If such funds are not forthcoming, the Employer and the Union shall resume negotiations regarding matters affected.

ARTICLE XXVII
EFFECT OF AGREEMENT

- 27.1. This instrument constitutes the entire Agreement and final resolution of all matters in dispute between the Employer and the Union arrived at as a result of collective bargaining negotiations, except such amendments hereto as shall have been negotiated by mutual agreement and reduced to writing and signed by the parties.
- 27.2. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity make demands with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and that opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees the other shall not be obligated, to bargaining collectively with respect to any subject or matter referred to, or covered by this Agreement, or with respect to any subject or matter referred to, or covered by this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

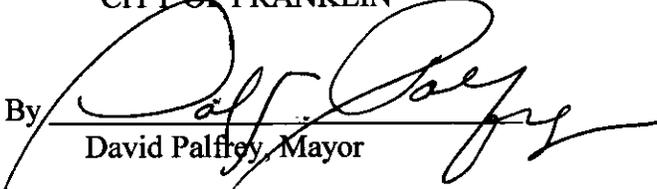
ARTICLE XXVIII
DURATION

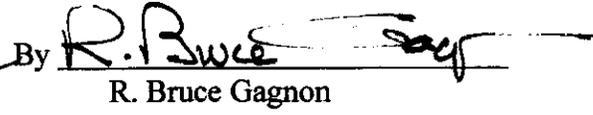
- 28.1. The provisions of this Agreement shall be effective upon the last date below indicated and shall remain in effect until June 30th, 2009.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals by heir duly authorized officers and representatives, this ___ day of April, 2007.

CITY OF FRANKLIN

TEAMSTERS LOCAL 633
OF NEW HAMPSHIRE

By 
David Palfrey, Mayor

By 
R. Bruce Gagnon

Date: April 26, 2007

Date: APR. 18, '07

