

MEMORANDUM OF AGREEMENT

BETWEEN

THE LEBANON POLICE BENEVOLENT ASSOCIATION (NEPBA)

AND

THE CITY OF LEBANON

2011 - 2013

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MEMORANDUM OF AGREEMENT

WHEREAS, the City of Lebanon (City) and the Lebanon Police Benevolent Association/NEPBA (Union) have previously had a Memorandum of Agreement concerning working conditions, salaries, wages, and other benefits, which memorandum has been amended on several occasions, and;

WHEREAS, the City of Lebanon and its police officers wish to protect the citizens of Lebanon by promoting the orderly and uninterrupted operations and functions of law enforcement in the City of Lebanon, and;

WHEREAS, New Hampshire Revised Statutes Annotated, Chapter 273-A, permits police officers to meet and confer with their employers with respect to working conditions, salaries, wages, and other benefits; and to negotiate with and enter into written Memoranda of Agreement with their employers, and;

WHEREAS, the City Council of the City of Lebanon, by vote on 15 May, 1974, recognized the Lebanon Police Benevolent Association as the employee organization for the employees of the City of Lebanon engaged in law enforcement activity, as defined by and with all of the rights, privileges, and duties contained in New Hampshire Revised Statutes Annotated, Chapter 273-A, and;

WHEREAS, representatives of the City of Lebanon and the Lebanon Police Benevolent Association/NEPBA have engaged in lengthy and fruitful discussions and negotiations;

NOW, THEREFORE, the City of Lebanon, by its City Manager duly authorized, and the Lebanon Police Benevolent Association/NEPBA, by its President duly authorized, enter into the following Memorandum of Agreement:

ARTICLE 1 - PARTIES TO THE MEMORANDUM OF AGREEMENT

The parties to this Memorandum of Agreement are the City of Lebanon, as employer of persons holding police positions, and the Lebanon Police Benevolent Association/NEPBA, a voluntary corporation organized under the laws of the State of New Hampshire, with the purpose of improving working conditions and employee benefits for persons holding police positions in the City of Lebanon.

ARTICLE 2 - PURPOSES OF THE MEMORANDUM OF AGREEMENT

The purposes of this Memorandum of Agreement are to protect the public by promoting the orderly and uninterrupted operations and functions of law enforcement within the community; by fostering harmonious and cooperative relations between the City of Lebanon, as employer, and persons holding police positions in the City of Lebanon, as employees in determining and resolving in an orderly and rational manner the working conditions, salaries, wages, and other benefits applicable to persons holding police positions in the City of Lebanon.

ARTICLE 3 - ACKNOWLEDGMENT OF THE LEBANON POLICE BENEVOLENT ASSOCIATION/ NEPBA

The City of Lebanon hereby recognizes the Lebanon Police Benevolent Association/NEPBA , a voluntary corporation organized under the laws of the State of New Hampshire, as the sole employee organization for the employees of the City of Lebanon engaged in law enforcement activity, as defined by and with all of the rights, privileges, and duties contained in New Hampshire Revised Statutes Annotated, Chapter 273-A, or any successor to or amendment to said Chapter, for the term of this Memorandum of Agreement.

ARTICLE 4 - REPRESENTATION BY THE LEBANON POLICE BENEVOLENT ASSOCIATION/ NEPBA

SECTION A - The Union shall be the exclusive representative for any person holding a police position in the City of Lebanon, including, but not limited to full-time officers during such time as this Memorandum of Agreement shall be in effect. The unit is defined presently as patrol officers, corporals, and sergeants.

SECTION B - The Union shall not represent any person holding a police position in the City of Lebanon, unless such person is included in the term "public employee", pursuant to New Hampshire Revised Statutes Annotated, Chapter 273-A, Section 1 (IX). "Public Employee" shall include all persons with the police powers except the Chief of Police, Deputy Police Chief, Captains, Lieutenants, and persons in a probationary status who have been employed by the City of Lebanon for less than twelve (12) months (or for a lesser period, at the sole discretion of the Chief), without regard to rank.

SECTION C - Any member of the bargaining unit leaving the bargaining unit for a temporary assignment then returning to the bargaining unit, shall return to the bargaining unit at the rank attained prior to that assignment. All time served in temporary assignment shall run concurrent with all benefits afforded under the present agreement.

SECTION D - No employee shall be required to become a member of the LPBA/NEPBA provided, however, that an employee who chooses not to become a member of LPBA/NEPBA shall as a condition of employment, pay a weekly service fee of not more than the regular dues and assessments paid by members of LPBA/NEPBA

ARTICLE 5 - RATIFICATION OF THE MEMORANDUM OF AGREEMENT

This Memorandum of Agreement shall become effective pursuant to Article 28, after it shall have been approved by a majority of the members of the Lebanon Police Benevolent Association/NEPBA , upon secret written ballot; by the City Council of the City of Lebanon; and shall have been executed by the duly authorized representative of each party.

ARTICLE 6 - RELATIONSHIP OF THE MEMORANDUM OF AGREEMENT TO THE CITY OF LEBANON MERIT PLAN

This Memorandum of Agreement, adopted in its entirety a part of the City of Lebanon Ordinance #18, shall be considered the complete document concerning the working conditions, salaries, wages, and other benefits as they pertain to persons covered by this Agreement. Such persons shall not be covered in any way by any other part of the City of Lebanon merit plan or pay ordinance. The City maintains the right to continue to have working rules and regulations set forth by the Chief of Police and approved by the City Manager.

The terms and provisions of this Memorandum of Agreement shall remain in full force and effect until such time as the Memorandum of Agreement shall expire or terminate according to its provisions.

ARTICLE 7 - RIGHTS OF THE PARTIES

SECTION A - All persons holding bargaining unit positions in the City of Lebanon shall have the right, subject to the provisions of New Hampshire Revised Statutes Annotated, Chapter 273-A, to join, organize, assist or participate in the activities of the Lebanon Police Benevolent Association/NEPBA, and to be recognized through the Lebanon Police Benevolent Association/NEPBA for the purpose of meeting and conferring on a collective basis with the City of Lebanon, and to be represented by the Lebanon Police Benevolent Association/ NEPBA in such activities concerning working conditions, salaries, wages, and other benefits.

SECTION B - No municipal officer, agent or employee shall interfere with, restrain, coerce or attempt to interfere with, restrain or coerce any person holding a police position by appointment of or employment by the City of Lebanon, with respect to joining or not joining the Union or participating in the formation of the Union or discriminate against such person by reason of such activity. The provisions of this Section shall apply to members of the Union as well as non-members of the Union.

SECTION C - The City, subject to the language of this agreement, reserves to itself full jurisdiction and authority over matters of policy and retains the right, in accordance with its Charter and applicable laws and regulations, to direct and manage all activities of the City. The parties understand that neither the City Council nor the City Manager may lawfully delegate powers, discretions and authorities which by law are vested in them, and this agreement shall not be construed so as to limit or impair their respective statutory powers, discretions and authorities.

ARTICLE 8 – CHECK OFF

SECTION A - The City shall deduct Union dues from each paycheck for the employees who authorize the deduction in writing.

SECTION B - The dues so deducted shall be remitted by the City to the officer of the Union designated to receive such dues.

SECTION C - The written authorization of deduction shall be effective irrevocably for a period of one year from its date or until the termination date of the Memorandum of Agreement, whichever occurs first, but shall continue in full force for yearly periods thereafter, unless revoked by the employee by written notice to the City and to the Union within twenty (20) days following the expiration of any anniversary date of the authorization or the anniversary date of the Memorandum of Agreement, or the date of termination of the employee's membership in the Union.

ARTICLE 9 - ASSOCIATION ACTIVITIES ON CITY PREMISES

SECTION A - The Union shall have the right to conduct its meetings, either of the entire membership or of its Board of Directors, whether involving only members or also non-members, on the premises of the City of Lebanon, which are used by the Police Department, provided, however, that such activities shall be scheduled at reasonable times and that such activities shall not substantially interfere with the normal conduct of the everyday activities of the Police Department.

SECTION B - The Union, and its non-member representatives, shall have the right to investigate any grievances, complaints or differences arising under the Memorandum of Agreement or in relation to wages, hours of work, and other conditions of employment. The Union and its representatives shall have access to the premises of the City of Lebanon in order to conduct said investigations, provided, however, that said access shall not in any manner be considered a waiver of the City's right to confidentiality of records which are not public documents.

SECTION C - Any employee who is involved directly in the resolution of grievances on behalf of the Union, shall have reasonable time off from regular duties, not to exceed 150 minutes in any working day, for which he/she shall be compensated, to investigate and prepare grievances, to attend grievance meetings with the City, or to do anything that the City may ask him/her to do in connection with the settlement of grievances. Any employee who is involved directly in negotiation or conferences held pursuant to New Hampshire Revised Statutes Annotated, Chapter 273-A, or its successors, shall have reasonable time off from regular duties, for which he/she shall be compensated, to participate in said negotiations or conferences, including reasonable time before and after said negotiations and conferences for discussions, consultations or inquiry of counsel or other representatives of the Union.

SECTION D - The City shall erect a bulletin board, not smaller than two feet by four feet, in a suitable place on the premises of the City of Lebanon used by the Police Department, in a location to be agreed upon by the City and the Union. Said bulletin board shall be used solely by the Union for its purposes. Notices on said bulletin board shall be restricted to the following types, except that additional notices may be posted by mutual consent: (a) Notice of Union recreational and social affairs; (b) Notice of Union elections, appointments, and results of Union elections; c) Notice of Union meetings and other activities. The bulletin board shall not be used by the Association or other members to disseminate propaganda of any kind, to distribute political pamphlets or any other type of political matter, or for advertising.

ARTICLE 10 - GENERAL CONDITIONS OF EMPLOYMENT

SECTION A - In general, the tenure of employment of any person holding a police position by appointment of or employment by the City of Lebanon shall be predicated upon good behavior, the satisfactory performance of duties, necessity for the performance of duties, and the availability of funds.

SECTION B - Notwithstanding the provisions of Section A, no disciplinary action or termination of employment of any bargaining unit member shall be initiated or sought by the City Manager and/or the Chief of Police except for just cause. Just cause shall include, but not be limited to:

1. Acts of insubordination toward a supervisory employee, the Chief of Police or City Manager, including breaches of reasonable written standards of departmental operations or departmental decorum as established from time to time by the Chief of Police.
2. Willful and frequent neglect of duty, including absence without leave in excess of one workday.
3. Use of alcoholic beverages while on duty, or reporting for duty in an intoxicated condition or with alcohol noticeable on the employee's breath.
4. Use of alcoholic beverages while off duty to such excess as to reflect discredit upon the Police Department of the City of Lebanon.
5. Disregard for and frequent violations of City ordinances and State laws.
6. Conviction of any crime.
7. Willful misuse, misrepresentation, destruction, theft or conversion to personal use and gain of City property, materials, equipment or services.
8. Frequent and habitual tardiness and/or absenteeism from duty.
9. Acceptance of cash, gifts or other items of value for performance of special favors through any municipal service so as to create a financial charge against any municipal budget account.
10. Failure, upon adequate notice and after a reasonable period of time within which to correct the condition in question, to correct physical condition which interferes with the employee's ability to perform his/her assigned duties and which condition can be corrected by the voluntary action or restraint on the part of the employee.

SECTION C - Discipline will be progressive, but may be imposed at any level depending upon the severity of the offense, as follows:

- a. Verbal reprimand.

- b. Written reprimand.
- c. Suspension with or without pay.
- d. Demotion.
- e. Discharge.

SECTION D - No demotion, suspension with pay and benefits in excess of seven (7) days, suspension without pay but with benefits for any period, or dismissal shall be imposed until the employee shall have been furnished a written statement from the City Manager, endorsed by the Chief of Police, advising the employee of the reason(s) for the proposed action, and until such time as the employee shall have had a due process hearing before the City Manager. At the employee's sole option the employee may waive the necessity for a due process hearing before the City Manager and accept the City action.

SECTION E - Any appeal from the action of the City Manager under Section D shall be initiated exclusively at Step 4 of the grievance procedure.

ARTICLE 11 - JOB DESCRIPTIONS

SECTION A - The City shall not establish or modify any job description for a position of employment as a Law Enforcement Officer, of equal or less responsibility than the position of Sergeant, without first notifying the Union, in writing, of the proposed job description or modification, including all work responsibilities and any necessary information to determine the relationship of the new position or modified position to any other job description. Said notice shall be given to the Union at least thirty (30) days before the effective date of any new job description or modification. The job descriptions will be kept on file by the HR Department.

SECTION B - As of the date of the Memorandum of Agreement, the following is a list of the classified jobs and positions in the Police Department of the City of Lebanon with equal or less responsibility than the job or position of Sergeant, the requisites of which have been agreed to by the Union: Sergeant, Corporal, and Patrol Officer.

ARTICLE 12 - GRIEVANCE PROCEDURE

SECTION A - DEFINITION - "Grievance" means an alleged violation, misinterpretation, or misapplication, with respect to one or more employees, of any provision of this Agreement which arises during the term of this Agreement. No other matters are able to be grieved.

Any employee covered by this Agreement who has a grievance may first discuss it with the Bureau Commander in an attempt to resolve the matter mutually at that level. An individual employee may present an oral grievance to his/her employer without the intervention of the exclusive representative. Until the grievance is reduced to writing, the exclusive representative shall be excluded from a hearing if the employee so requests, but

any resolution of the grievance shall not be inconsistent with the terms of an existing agreement between the parties.

SECTION B - PROCEDURE:

1. Step One: Bureau Commander - The aggrieved employee or the Union shall submit any grievance to his/her Bureau Commander within fifteen (15) working days that the employee knew or should have known of the alleged occurrence. The Bureau Commander shall render a decision within fifteen (15) working days. It is intended that most grievances will be resolved at this level through a complete discussion of the facts at hand. Any time limit extension shall not be unreasonably denied.

2. Step Two: The aggrieved employee or the Association may file an appeal of the Section B-1 decision to the Chief of Police, in writing, within fifteen (15) working days of the Section B decision. The Chief of Police shall investigate the matter and render a decision, in writing, within fifteen (15) working days of receipt of the appeal.

3. Step Three: The aggrieved employee or the Union may appeal the Section B-2 decision to the City Manager, in writing, within fifteen (15) working days of the Section B-2 decision. The City Manager shall hold a hearing within thirty (30) working days of the receipt of the appeal and shall render a written decision within 30 working days following the hearing.

4. Step Four: If the decision of the City Manager does not resolve the grievance, the Union shall have the sole right to appeal that decision and the matter may be submitted to arbitration, providing the Union, within twenty (20) working days of receipt by the Union of the City Manager's decision:

- (a) notifies the City Manager in writing of its intention to arbitrate, which notice must contain a statement setting forth the nature of the dispute and the remedy sought, and
- (b) files a demand for arbitration with the American Arbitration Association under its rules.

SECTION C - MISCELLANEOUS

Once a grievance has been reduced to writing, the Union will be notified.

The entry level for grievances involving demotion, suspension or dismissal shall be step four.

Failure by the City or its agents to act upon a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure of the grievant in any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed a waiver of future appeal of the decision, and will be considered acceptance of the decision rendered.

Each party shall bear the expense of its own representative. The cost of the arbitrator shall be borne equally by the parties.

The arbitrator shall limit himself to the issues submitted by the parties. He shall be bound by and must comply with all of the terms of this agreement. He shall have no power to add to, delete from, or modify in any way any of the provisions of this Agreement.

The decision of the arbitrator shall be final and binding upon the parties.

ARTICLE 13 - PAY PROVISIONS

SECTION A -

The following pay schedule was effective January 1, 2010

Pay Step	Patrol Officer	Corporal	Sergeant
A	\$21.97	\$27.09	\$29.96
B	\$23.10	\$27.65	\$30.53
C	\$24.25	\$28.25	\$31.10
D	\$25.38	\$28.81	\$31.65
E	\$26.52	\$29.39	\$32.24

Effective January 1, 2011 wage rates shall be increased by two percent (2%).

Effective January 1, 2012 wage rates shall be increased by two percent (2%).

Effective January 1, 2013 wage rates shall be increased by two percent (2%).

SECTION B- Non-departmental work shall consist of all work which is not involved with the general and daily furnishings of police protection to the community at large. Non-departmental work shall include, but shall not be limited to, any work which is of a direct monetary or non-monetary benefit to the particular individual, corporation, association or organization seeking the services of a police officer, whether the services of said officer are required by law, ordinance or custom or whether the services of said officer are merely requested for the convenience of the individual, corporation, association or organization seeking the services of a police officer. The officer who shall perform such services shall be compensated according to the following:

The hourly rate for this section will be \$42.00 for all employees working under this section.

The officer who shall perform such services shall be compensated for a minimum of three (3) hours of work, whether actually worked or not, for each time an officer is called for or assigned such work. If the detail is cancelled within 2 hours of start time, the officer will be paid three (3) hours minimum.

1. A list by seniority shall be made of all officers up through the rank of Sergeant. Lieutenants and above ranks who choose to be able to sign up for details in the first 72 hours and be on the call list are also then required to be subject to obligatory details as described in #4 of this section.
2. Officers who do not wish to be routinely called for outside details may indicate this. They will not be called for routine details, but shall remain on the list for purposes of obligatory details.
3. The list shall be used for assigning outside details in the following way:
 - a. When an opportunity for an outside detail is received, the Captain or his agent will call the first (next) eligible person on the list and offer the detail. If he/she agrees, a check shall be placed next to his/her name. If he/she disagrees, a check shall be placed next to his/her name. If he/she is not reached, he/she is the first person to be called the next time. An eligible person for purposes of the article is anyone who is not on duty or otherwise unavailable (e.g. vacation, sick leave).
 - b. The Captain or his agent are to continue calling down the list until two live calls are made or the job is accepted.
 - c. If, after two live calls have been made and the detail is not assigned, the detail is to be posted and made available to LPBA/NEPBA members for the first 72 hours (**also see #1 of this section**). After 72 hours, the detail will be available to anyone. An exception to the LPBA/NEPBA exclusive 72 hr time period will be for details requested within the next 72 hours from when the request was received.
 - d. When the next detail comes in, the Captain or his agent begins the calling with the next eligible person on the list.
4. If no one volunteers to take a detail, the Chief or his agent may require an officer to take the detail, as an obligatory detail.

A card system is set up in the order of when an officer last worked an obligatory detail. The card on top of the pile should be for the officer who least recently filled an obligatory call. In the case of new officers, their card will be placed on top of the pile once they're released from field training. The pile shall then continue in reverse chronological order ending with the most recently ordered for detail officer.

When making calls to fill an obligatory detail, the supervisor calling will start at the top of the card system and work through the pile until an officer is found that is eligible to work said detail. The caller will then order said eligible officer to work the detail. If during the calling an officer is not reached via live

contact or is not eligible (see below), they are to remain in the order of the card system.

Once an officer fulfills an obligatory detail, the date and location of said detail will be written on their card and the card will be placed at the rear of the obligatory card system.

An eligible person for this purpose is anyone who is not on duty or who is not otherwise unavailable (e.g. vacation, sick leave, court, other assigned police duty, etc.)

If a person is deemed eligible, but worked the overnight shift prior to the detail and is scheduled to work the next overnight shift after the detail, they will only be obligated to work the four (4) hours immediately after or the four (4) hours immediately before their scheduled duty shift.

The person obliged must work the detail if they are to be given credit and moved down the list.

5. The City and the Union may, by mutual agreement, agree to alter the system for assignment of outside details. The union may revoke such an agreement at any time, with advance notice of at least sixteen (16) weeks. The City may revoke said agreement by providing at least a four (4) week notice. The City and the Union may waive the notice requirements if both agree. Failure by the City to agree to alter any terms of this article shall not be able to be grieved.

SECTION C - Overtime shall be paid at time-and-one-half rates for all hours worked in excess of forty (40) hours in one work week. All paid leave shall count as hours worked for the purpose of overtime.

SECTION D - If an officer is not on duty at the time he or she is requested to perform work which would qualify as overtime work, pursuant to Section C of this Article, then the officer shall be paid a minimum of three (3) hours in connection with being called to duty, even if said officer is on duty for less than three (3) hours in connection with the particular call-in. This minimum shall apply if the employee is scheduled to work starting less than three (3) hours after the time he or she starts working due to the call-in.

SECTION E- In connection with the attendance by an employee at any court or administrative hearing in connection with the employee's duties, the hours of such attendance falling during the employee's work schedule established for the particular week shall be compensated as set forth above. In connection with the attendance by an employee at any court or administrative hearing in connection with the employee's duties when the employee would otherwise be off-duty, a minimum of three (3) hours pay will be compensated by the Department. This minimum pay shall cover the employee's time at any hearing or hearings that occur within a three hour period. (Example: If the employee has a court case at 9am and then another one at 10:30am, the employee would be entitled to one minimum fee. If the employee's second court case started outside that three hour period, the employee would be entitled to another minimum of three (3) hours pay).

The exception would be, when an employee is out on sick leave, short-term disability, etc., and is required to appear in court, then instead of being eligible for overtime pay, the employee will only be charged the amount of sick time for the day that was not spent in court. An example; an employee who is out due to an injury would normally use 8 hours of sick time. By showing up for court on a one hour court hearing, the employee would only have to use 5 hours of sick time and would show 3 hours of regular pay on their time sheet.

Any statutory witness fees shall be signed over to the City. Compensation for all hours after forty (40) shall be at time and one-half, and any additional hours of such attendance shall be compensated as set forth above, as though the employee were on duty, with any hours counting toward time-and-one-half rates under Section D of this Article.

In connection with attendance at any court or administrative hearing, other than one held in Hanover or Lebanon, New Hampshire or White River Junction, Vermont, attendance shall include travel time from the employee's residence and the return thereto.

SECTION F- In the event that any employee is promoted to a higher rank, his/her starting salary at the new rank shall in no case be less than the highest salary being paid to any other employee in the next lowest rank as of the date of promotion.

SECTION G- EDUCATIONAL INCENTIVE PAY - Those employees who have received a level of education above a High School Diploma shall receive the following bonus pay based upon the education they have received. Educational Incentive Pay shall be payable each year during the first payroll period in December to persons satisfying the following educational requirements:

<u>Level</u>	<u>Amount</u>
Associates Degree	1% of yearly base pay
Bachelors Degree	2% of yearly base pay
Masters Degree	3% of yearly base pay
PhD	4% of yearly base pay

SECTION H- EMPLOYEE INCENTIVE PAY - An Employee who receives a passing evaluation, will be eligible for a bonus payment of 1% of their yearly base pay, as determined by their rate at time of payment under circumstances described below. This bonus payment will only be payable for the later evaluation period each year. To be eligible, the employee must achieve an average rating of "Meets Expectations" for all categories, with four sub sections "Exceeding Expectations."

Employee Incentive Pay shall be payable each year during the first payroll period in December to persons satisfying the above-mentioned requirements.

SECTION I - FIELD TRAINING OFFICER / INSTRUCTOR INCENTIVE

An employee who acts as a Field Training Officer for an entire 8-hour shift shall receive one half-hour overtime for that shift.

An employee who acts as a Firearms Instructor for at least two (2) hours of a shift shall receive one half- hour overtime for that shift. All scheduled firearms training for this purpose shall be pre-approved by the Bureau Commander or his/her designee.

An employee who acts as a Tactics Instructor (including, but not limited to, Defensive Tactics or OC) for at least two (2) hours of a shift shall receive one half-hour overtime for that shift. All scheduled tactics training for this purpose shall be pre-approved by the Bureau Commander or his/her designee.

SECTION J - PHYSICAL AGILITY INCENTIVE – During the fall of each year, employees will be provided the opportunity to voluntarily participate in the physical agility incentive program, to be administered by the Chief of Police or his/her designee. Participation in this program is optional and not a condition of employment. Each employee will be required to submit a signed medical waiver, indicating they are physically fit to participate and hold the City of Lebanon harmless.

This program would allow an employee to earn up to two (2) additional days off with pay for meeting or exceeding established physical fitness standards as determined below. The standards are based upon the NH Police Standards and Training Council current standards for the 45th and 50th percentile, and are attached as Appendix A & B. The tests will include a mile and a half run, push-ups, sit-ups and a bench press, pursuant to the techniques as administered by NHPS&T.

- An employee who meets the requirements for the 45th percentile, would earn one (1) day off with pay.
- An employee who meets the requirements for the 50th percentile, would earn two (2) days off with pay.
- If an employee challenges the results of the testing, the employee shall be retested under the direction of the Chief of Police as soon as possible, with the chief's decision being final.
- Physical agility incentive days must be used within one year from the date of testing.

ARTICLE 14 - HOLIDAY PROVISIONS

SECTION A –Legal holidays shall be those dates declared holidays by Statute of the New Hampshire General Court or by proclamation of the Governor of the State of New Hampshire, when said proclamation affects State Employees.

SECTION B - Each employee may be assigned to work on legal holidays, pursuant to the regular Police Department schedule drawn pursuant to the authority of the Chief of Police. All employees who are required to work on any of the following five (5) selected

holidays (New Year's Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day) shall be paid at a rate of time and one half (1.5). Employees will be paid time and one half (1.5) for one shift that begins or ends on these holidays, but not for two scheduled shifts. A regularly scheduled shift is only the eight (8) hour time they are scheduled to work. As an example, when an officer's regularly scheduled shift is to work on December 24 and December 25, midnight shifts (2200-0600), they will only be paid for one shift of the two days at the eight (8) hour premium rate.

In addition as an example, if an officer is working 1400-2200 on December 24 and that officer stays until 0200, they will only be paid time and a half for the four (4) hours extra time worked, not the entire eight (8) hour premium shift. This does not prohibit them from being paid premium pay if they are scheduled to work 1400-2200 on December 25. The purpose of this provision is to pay overtime for those who are regularly scheduled to work on actual premium holidays. This shall not preclude employees being paid at their overtime rate for working any overtime on these holidays.

SECTION C - Whether or not an employee actually works any legal holiday (as described in Section A above) he/she shall receive holiday pay. Holiday pay will be paid at the direction of the employee; payment shall either be made in the pay period in which the holiday falls, or they may elect to receive payment for all their annual holidays during the first pay period in December of each year. Prior to January 1st of each year, the employee must notify the Finance Department through the Chief of Police as to the manner in which holiday pay is to be made for the upcoming year.

SECTION D - Holiday pay shall be that sum determined by dividing the employee's annual compensation pursuant to Article 13, Section A, as of the date of the particular legal holiday, by the number 260.

SECTION E- An employee under suspension without pay or on leave of absence without pay on a particular legal holiday shall not be eligible for holiday pay for that particular holiday.

ARTICLE 15 - WORK SCHEDULES

SECTION A - Each full time employee's normal workday shall consist of seven and ½ hours, plus a paid fifteen (15) minute check-in period and a ½ hour lunch break. Unless the employee is recalled to duty for any portion of the lunch period, the lunch period will not be considered compensable work time. Employees will receive a stipend equal to ½ hour at ½ their regular hourly rate for the non-compensable lunch period.

The check-in time shall be used as the Police Chief sees fit. The normal work week shall consist of forty hours. This provision shall not be construed as a guarantee of work for any particular number of hours or a limitation of the scheduling of work.

SECTION B - The beginning hour and minute for a normal workday shall be established by the Chief of Police. The computation of a normal work week shall begin with the first full normal workday after 12:01 a.m. on Sunday of each calendar week for each particular employee.

SECTION C - Any work performed in excess of the normal workday or work week as defined in Section 15-A, above, shall be considered overtime.

SECTION D - No employee shall be required to work more than sixteen hours continuously, except in emergencies.

SECTION E - Schedules will be for 16 weeks with advance notice provided. Schedules will be posted a minimum of 16 weeks in advance.

If, in management's judgment, a shift needs to be filled or a shift needs to be adjusted, it has the right to order this change. Except that for any change exceeding 2 hours which continues for more than five days, the employee will be paid time and one-half for the amount of the shift time changed for the first five days.

SECTION F - The City and the Union may, upon mutual agreement, alter any of the terms of this article. Such agreements may be revoked by either the City or the Union, upon written notice, provided that such revocation shall only take effect after advance notice (4 weeks if the City revokes and 16 weeks if the Union revokes), unless both parties agree to waive the advanced notice. Failure by the City to agree to alter any terms of this article shall not be able to be grieved.

ARTICLE 16 - CLOTHING AND PERSONAL PROPERTY

SECTION A - The City shall furnish, at its own expense, to persons holding the position of Sergeant, Corporal or Patrol Officer, when said persons are required to wear a uniform, complete summer and winter uniforms, to include shirts, pants, skirts, ties, coats, hats, weapons, protective equipment, in a sufficient quality and quantity as necessary for the proper performance of the duties required of said police officers. The uniforms to be worn in the summer and winter seasons shall be appropriate in weight, design, and quality for the particular weather conditions encountered in those seasons.

The Chief of Police shall specify the dates for changes from winter to summer and from summer to winter uniforms. Each person will be supplied with clothing in a sufficient quantity to permit at least two changes of shirts and pants per calendar week.

SECTION B - The City shall furnish, at its own expense, to persons holding the position of Sergeant, Corporal or Patrol Officer, whether in uniform or not, shoes or boots suitable for law enforcement work, to be adequate for the particular season and for the safety and protection of the persons involved. Non-uniformed Sergeants, Corporal or Patrol Officer shall be furnished with no more pairs of shoes than the average for the uniformed officers.

SECTION C - The Police Department budget for uniforms and equipment shall be administered by the Chief of Police, provided, however, that each non-uniformed Sergeant, Corporal or Patrol Officer shall be entitled to reimbursement, upon proof of purchase of clothing actually used in the course of employment, in cash, in a dollar amount equal to the particular officer's prorata portion of the Police Department budget of uniforms.

SECTION D - All personal property of employees of the Police Department damaged or destroyed while the employee is performing his/her duties shall be repaired or replaced except when the damage or destruction is caused by the negligence of the employee.

SECTION E - The City shall furnish, at its own expense, the dry cleaning and laundering of the uniforms provided under Section A of this Article, at such regular intervals as are necessary to insure the proper appearance of all employees covered by this Memorandum of Agreement during the performance of their duties. Each non-uniformed Sergeant, Corporal or Patrol Officer shall be entitled to dry cleaning of clothing used in performance of their duties, to be obtained through the same firm or organization retained by the City for uniforms, in a dollar value equal to the dollar value of a prorata portion of the Department expenses for care of uniforms.

ARTICLE 17 - LIFE INSURANCE

The City shall furnish, at its own expense, group term life insurance on the lives of its employees in a principal amount equal to one and one-half times the annual salary of the employee, upon the date of death, rounded to the next highest even one thousand dollar amount, but not to exceed one and a half times the officer's annual salary to a maximum of \$200,000, plus accidental death and dismemberment benefits (ADD) equal to the base insurance amount, such ADD to be reduced by 50% after the employee reaches age 65. Each employee shall be permitted to designate the beneficiaries of said insurance.

Each employee shall be allowed, pursuant to terms in said policies, to convert said group term life insurance to at least an equivalent amount of life insurance pursuant to the particular insurance carrier's program, upon termination of employment with the City, for whatever reason, or upon retirement.

ARTICLE 18 - INCOME PROTECTION PLAN

SECTION A - The City shall furnish, at its own expense, income protection insurance for each of its employees, providing for the payment of benefits equal to two thirds (2/3) of the weekly salary of each employee, up to a maximum of \$1,500.00, for a period of twenty-six (26) weeks beginning on the fifteenth (15th) day of non-work related illness, injury or disability. The City reserves the right to contract with a qualified insurance carrier to provide the amount of benefits.

SECTION B - Separate from the income protection insurance provided, the City shall also provide worker's compensation benefits for work related illness, injury or disability. The income protection plan provided by the City shall consist of application of worker's compensation benefits, accumulated sick and vacation days, maintaining pay for the longest period possible. In this regard, for each day of illness, injury or disability, the following sources of income to employees shall be applied in the order designated:

1. Worker's compensation actually received by the employee, exclusive of any medical reimbursements or credits.

2. Salary continuance payments are available as outlined below. Any health premiums, dues, and contributions to the New Hampshire Retirement System will be deducted from these salary continuance payments. If no salary continuance is elected any health premiums due will need to be paid directly to the City, by the employee, on a weekly/monthly basis.

(a) Accumulated sick days, at the option and direction of the employee, to be applied in full or partial days.

(b) Accumulated vacation time, at the option and direction of the employee, to be applied in full or partial ways.

In no case shall the employee be eligible for more than 40% (16 hours) of their normal rate of pay.

ARTICLE 19 - SICK DAYS

SECTION A - Each employee shall be entitled to accumulate, and use, pursuant to Article 18, one and one-quarter days of sick leave with pay, designated hereafter as "sick days", for each full month he/she shall have been employed by the City.

SECTION B - There shall be no limit on the number of sick days which may be accumulated and used pursuant to Article 18.

SECTION C - If possible, the employee shall notify the Chief of Police at least twenty-four hours prior to hospitalization or other treatment, upon such written forms as the City shall designate, which notice shall be submitted by the Chief of Police to the City Manager for approval.

SECTION D - In the event that illness, injury, hospitalization or disability prevents the employee from giving the notice required by Section C, the employee or his/her family shall notify the Chief of Police within four hours after the time set for the beginning of the employee's normal workday.

SECTION E - Sick days shall not accrue to any employee who is not working due to illness or injury during the entire calendar month.

SECTION F - Accumulated sick days shall not be payable to any employee who involuntarily leaves his/her employment. Accumulated sick days of any employee who voluntarily terminates his/her employment or has it terminated through retirement, death or disability, shall be paid only as provided in this Section. Compensation for each accumulated sick day shall be by an amount equal to the employee's annual salary upon the date of termination of employment, retirement, death or disability divided by the number 260. The limitation on accumulated sick days to be paid shall be thirty (30) days after ten years and sixty (60) days after twenty years.

SECTION G - DISPOSITION OF SICK DAY INCENTIVE PROGRAM - With the elimination of sick day incentives, all members are required to use their remaining days by December 20, 2011. Members are required to systematically use their days throughout

the entire year. The City cannot award all days in the latter part (October – December) of the year due to coverage issues. In all cases, use is subject to coverage and if days are not used they are void with no payout as of December 20, 2011.

ARTICLE 20 - HOSPITALIZATION/MEDICAL INSURANCE

SECTION A - Effective July 1, 2003 the City agrees to provide Blue Choice or equivalent coverage to full-time Members. In addition the City will make available through a carrier of its choice other plans including the current JYMC Plan or comparable plan as long as they are available and at no additional cost to the City. The City shall provide the cost of the Blue Choice (or equal) plan for individual, two person or family coverage for full-time Members. Employees covered by this agreement shall be responsible for 15% of premium cost for health insurance. The City shall be responsible for 85% of the premium cost for health insurance.

After implementation of the plan, each Member will be allowed to choose between said plans prior to the Health Insurance Contract Renewal date each July 1st, which is a flexible benefit contract period.

SECTION B - Points available from the City annually will be based upon the Blue Choice, 100% High Dental, Short Term Disability and Life Insurance points required for renewal.

SECTION C - The City may provide equivalent coverage to the above mentioned plans.

SECTION D - Members hired after January 1, 1999 may receive stipends in lieu of health insurance at a rate of \$150 per month if the Member provides proof that they are covered by other health insurance. A Member shall not receive such stipend when both spouses work for the City. For this purpose the City includes the School District. Further the City will not provide health coverage if a Member is already covered by the same or similar health plan. If the Member is found to have dual coverage, the Member must pay back to the City an amount equal to the premiums paid by the City during the dual coverage. In lieu of the above coverage, an employee may at his/her discretion elect alternative benefit options from the menu provided in the City's flexible benefit plan, provided, however, as to members hired after January 1, 1999 cash payments under the flexible benefit plan shall be limited to not more than the sum of \$150/per month.

SECTION E - The City will also continue to offer the generic maintenance prescription drug rider which has been issued by Blue Cross Blue Shield and is currently in effect.

ARTICLE 21 - OUTSIDE EMPLOYMENT

SECTION A - No employee shall engage in regular full-time additional employment outside his/her normal workday, unless approved by the City Manager. "Full-time additional employment" shall mean employment for more than twenty (20) hours in any calendar week.

SECTION B - No employee, who shall have notified the Chief of Police or other officer in charge at least 48 hours in advance of any commitment to additional employment outside his/her normal workday, shall be required to work overtime which would be in conflict with

his/her commitment to additional employment outside his/her normal workday, unless a bona fide emergency exists requiring his/her performance of official police duties.

ARTICLE 22 - MEDICAL EXAMINATION

All employees may be required, at the City's option and at the City's expense, to undergo full fitness for duty examination to be conducted by a physician or physicians of the City's choice. Any medical examination performed pursuant to this section may include but not be limited to: x-rays (chest and as otherwise determined by the designated physician[s]), eye examinations, cardiovascular and hematological examinations. Prior to the City's requiring the examination, the City shall provide to the employee a written justification for the need of such action.

In the event that the City seeks to have an employee undergo a medical examination, the employee will have the option of seeing his/her own physician, at the City's expense. The City may require the employee to see another physician in addition to his/her own physician.

ARTICLE 23 - VACATION PROVISIONS

SECTION A - Each employee who has completed the indicated period of employment with the City shall be entitled to the indicated hours of paid vacation.

<u>Continuous Employment</u>	<u>Hours earned per/month</u>	<u>*Maximum Allowed</u>
0 through 2 years (0 - 24 months)	7.5	170
3 rd year through 4 th year (25 th month - 48 month)	8.5	182
5 th year through 6 th year (49 th month - 72 month)	10	200
7 th year through 9 th year (73 rd month - 108 th month)	12	224
10 th year through 14 th year (109 th month - 168 th month)	14	248
15 th year and above (starting on the 169 th month)	15	260

*Maximum total vacation accrual allowed to be carried over on anniversary month without preapproval of special circumstances by the City Manager, the request received a minimum of six (6) weeks before the anniversary month.

SECTION B - No employee shall take more than 200 hours of earned or accumulated vacation in any vacation year. The Chief of Police may approve an officer to take more than 200 hours under special circumstances and his/her decision cannot be grieved.

SECTION C - The scheduling of vacations for those employees covered by this agreement shall be accomplished on the basis of seniority of employment, without regard to the current rank of a particular employee. The Chief of Police shall establish a procedure which shall insure that the selection of vacation for each calendar year shall be accomplished in such a manner as to ensure that those employees with the most seniority have selected their vacation dates before any employee with less seniority shall have selected his/her vacation dates.

SECTION D - Regardless of the employee's rank, vacation time, bonus sick days, physical agility days, personal days shall only be granted to the extent as satisfactory coverage for any individual is available and approved by the Chief of Police.

SECTION E - No employee shall be granted vacation unless a fourteen (14) day notice is given prior to the start of said vacation. This Section may be waived by the Chief of Police or any other individual designated by the Chief of Police.

SECTION F - Any employee who requests vacation shall be advised of the disposition of the request before the expiration of one-half of the period of advance notice.

ARTICLE 24 - EMERGENCY DAYS

SECTION A - Each employee shall be entitled to a maximum of five paid workdays as bereavement leave following a death in the immediate family as defined below. Said bereavement leave is to be taken during the seven days following the day of death, unless an extension for extenuating circumstances is granted by the City Manager.

SECTION B - The immediate family is defined as the employee's spouse or domestic life partner of at least five (5) years, sibling, parent or child, or the employee's spouse's parent or sibling. In the event of the death of any of the following, up to three days paid workdays as bereavement leave may be taken during the seven days following the death of a step-parent, grand- parent, grandchild, and aunt or uncle (provided that the aunt or uncle shall have been a resident of the employee's household for a period of at least five years before death).

SECTION C - Bereavement leave is to be used for the purpose of attending to personal matters in connection with the death of the individuals named above. These days may be used for purposes of travel in connection with said death, in providing care and support for members and survivors in the immediate family and for other purposes connected with situations enumerated in this Article.

ARTICLE 25 - PERSONAL DAYS

SECTION A - Each employee shall be entitled to four personal days and up to two additional personal days per calendar year, (see section B) which shall not be accumulated from year to year, and which shall not be paid for if not used in any particular calendar year. All personal days must be used by December 20 of each year to clear current year payroll by year's end.

An employee shall earn the personal days during the twelve months prior to January 1st. For new employees, the following shall be available in the calendar year following the year of employment:

<u>Month of Employment</u>	<u>Personal Days Available</u>
January - March	4
April - September	2
October - December	0

SECTION B Two additional personal days will be awarded to the employee on July 1 of each calendar year provided they have not used in excess of six (6) (non FMLA) sick days in the previous twelve (12) months. If it is determined an employee is injured on duty, and this results in the use of sick time, this sick time will not be used in considering the two additional personal days.

SECTION C - Each employee shall notify the Chief of Police or officer in-charge at least twenty-four (24) hours before the beginning of his/her normal workday on the day he/she intends to take as a personal day. The days are all subject to proper shift coverage in the Chief of Police or his/her designee's opinion, to be approved for usage. This does not apply to two (2) personal days, which will be referred to as Emergency Personal Days (EP), which are days when the city receives notification of 24 hours or less.

SECTION D - Personal days cannot be used in conjunction with or at the beginning or ending of any vacation period.

SECTION E - No explanation by the employee as to the purpose of or reason for taking said personal days shall be required by the Chief of Police, City Manager or any other City Official; provided, however, that if such personal day is proposed to be taken on a holiday or 24th or 31st of December, then the Chief of Police, in his/her sole discretion, may deny a personal day on a holiday or 24th or 31st of December, if the Chief of Police cannot provide adequate coverage for the employee. Personal days shall be subject to the man-power limits established in Article 23, Section E.

ARTICLE 26 - FALSE ARREST & CIVIL RIGHTS VIOLATION LIABILITY

SECTION A - The City shall furnish, at its own expense, liability insurance covering each employee in a principal amount of at least \$300,000 in connection with allegations of false arrest, malicious prosecution, and other events in connection with the performance of duties and responsibilities of police officers.

SECTION B - The City shall furnish, at its own expense, liability indemnification, in a method at its discretion, covering each employee in connection with allegations of violations of Federal or State Civil Rights of individuals, occurring in connection with the performance of duties and responsibilities of police officers.

ARTICLE 27 - EDUCATIONAL PROVISIONS

SECTION A - Any employee who shall be pursuing post-high school educational advancement in police work or law enforcement, or fields related directly to police work or

law enforcement, shall receive the encouragement and support of the City, in order to foster a more professional and competent force for the community.

SECTION B - Any employee pursuing a regular course of law studies leading to any recognized degree in police work or law enforcement or fields related directly to police work or law enforcement, while in the employ of the City, shall be entitled to leave of absence with pay to attend classes and to travel (within a radius of 100 miles) to and from his/her residence and said classes, provided, however, that said leave of absence with pay shall cover no more than three courses in any recognized term. If such travel and class attendance is scheduled during the employee's duty hours, he/she shall be compensated in the same manner if he/she had been working, and he/she shall be excused from duty while pursuing said studies, provided, however, that he/she shall not be compensated for any time after the end of his/her normal workday for the particular day in question.

SECTION C - Should the employee have applied to the LEAA or any other governmental agency or foundation for loans, grants or other funding of tuition and fee costs involved in the education referred to in Section B, and been notified that said loans, grants or other funding will be made to the officer, but the funds have not arrived on the date upon which tuition and fees are due, the City shall advance to the officer the amount necessary to cover said tuition and fees, to be reimbursed when the loans, grants or other funding are received by the employee.

SECTION D - All books directly related to courses in police work or law enforcement shall be furnished by the City, to remain the property of the employee pursuing the courses involved. It is the position of the Union that the employee involved should donate these books, upon completion of the courses involved, to a library to be established and maintained in the Police Department, to be available to others within the Department and to those taking similar courses in subsequent years.

The Union will encourage its members to make donations as in the best interests of all Union members, but the final decision shall rest with the employee involved. All books in courses of a liberal arts, scientific or non-police or non-law enforcement nature will be furnished by the City, provided they remain the property of the City to be placed in the library previously referred to, available for the use of employees pursuing similar courses in subsequent years.

SECTION E - Any employee attending any institute, course of study, seminar or continuing educational program which does not lead to a degree, when such attendance is with the approval of the Chief of Police or at the request of the Chief of Police, shall be compensated and shall be provided with transportation as though performing regular duties within the Department.

SECTION F - Sections 27-A through 27-D are subject to sufficient funds being available for the indicated purpose.

ARTICLE 28 - EFFECTIVE DATES, TERM, & MODIFICATION OF MEMORANDUM OF AGREEMENT

SECTION A - The provisions of this Agreement shall be effective **January 1, 2011.**

SECTION B - The provisions of this Memorandum of Agreement shall continue in full force and effect through **December 31, 2013**, and shall continue in effect thereafter for successive one year periods unless either party gives written notice to the other of its desire to terminate, amend, alter, modify or add to this Agreement as amended. Said notice is to be given at least 180 days prior to the aforementioned expiration date or the expiration date of any successive one year extension.

SECTION C - The Union shall give the City notice of its intention to negotiate a successor Agreement by July 1 of the year prior to the expiration of the Memorandum of Agreement. The failure to give such notice shall not preclude mutual agreement by the City and Union to negotiate.

SECTION D - Notwithstanding the provisions of Section C, if either party wishes to give notice of its desire to terminate this Memorandum of Agreement while conferences and discussions are being held pursuant to New Hampshire Revised Statutes Annotated, Chapter 273-A or its successors, this Memorandum of Agreement shall continue in full force and effect until such time as the parties shall have exhausted all remedies available at law or by agreement in connection with said conferences and discussions, or the appropriate expiration date, whichever is later.

SECTION E - Notwithstanding the provisions of Section B or C above, the provisions of this Memorandum of Agreement shall terminate upon the completion of a valid election of another organization as the exclusive employee organization for persons holding police positions by appointment of or employment by the City of Lebanon, pursuant to New Hampshire Revised Statutes Annotated, Chapter 273-A, Section 10.

SECTION F - Either party may, by written notice, request the modification or amendment of any portion of this Memorandum of Agreement, or request additions to this Memorandum of Agreement.

Such request for modification, amendment or addition shall be treated by both parties as a request to meet and confer pursuant to New Hampshire Revised Statutes Annotated, Chapter 273-A, or its successor, but until a final agreement shall have been reached as to the requested modification, amendment or addition, the terms of the Memorandum of Agreement shall remain in full force and effect.

ARTICLE 29 - EVALUATION REPORTS

SECTION A - After an employee shall have completed probationary status, the City shall cause an evaluation report to be made on each employee, twice a year at six month intervals, providing that if an employee receives an unsatisfactory evaluation, an additional evaluation shall be made quarterly until such time as a passing performance evaluation is issued.

Within fourteen days of the completion of said evaluation report, the employee's immediate supervisor or the Chief of Police or other supervisory officer designated by the Chief of Police shall personally review the evaluation report with the employee. No evaluation report on the employee may be placed in and become a part of the employee's personnel records

until such time as the personal review shall have been completed. In any event, failing evaluations are subject to grievance procedure, which is a part of this Agreement.

SECTION B - Evaluation reports shall be prepared by the employee's immediate superior officer. If more than one officer is responsible for the employee's activities during the evaluation period, then the evaluation shall be jointly made by all officers having supervision of the employee during the period. Prior to an employee receiving a step increase, a passing evaluation is required.

SECTION C - All evaluation reports are subject to review by the Chief of Police, who shall make such corrections, additions or explanations as he/she shall deem proper in providing an objective review of the employee's performance.

SECTION D - The factors which shall be taken into consideration in preparing such evaluation reports shall include such categories as agreed to by the Chief of Police and LPBA/NEPBA. The evaluation form may be amended by mutual agreement.

ARTICLE 30 - COVERAGE

SECTION A - In the event that it shall come to the attention of the Chief of Police or officer in-charge that an employee shall not be available, for any reason, to work on a regularly assigned workday or for any portion thereof, and such knowledge shall have been received more than 48 hours before the particular workday or portion thereof which must be staffed, the Chief of Police or officer in-charge shall post a notice, on the general bulletin board in the station, informing all employees of the necessity of providing coverage for the workday or portion thereof in question.

Notwithstanding the above, the provisions of this Article, including all Sections thereof, need not be applied to extend periods of coverage required because of illness or injury requiring absence from duty for more than five days, vacations, educational coverage (when attending the New Hampshire Police Standards and Training Council's Police Training Academy or other intensive educational courses or seminars) or any other absence from duty for more than five days.

SECTION B - At no time, prior to 48 hours before the particular workday or portion thereof, which must be staffed, may officers other than full-time employees of the Police Department indicate their desire to provide the coverage for the workday or portion thereof in question. Any full time employee of the Police Department who shall indicate, by signing the notice provided in Section A in an appropriate place, his/her desire to cover the workday or portion thereof, which must be staffed, shall be entitled to work said workday or portion thereof, and to be compensated as provided in Articles 13 and 15. If said workday or portion thereof, shall not have been claimed by a full-time employee of the Police Department pursuant to this Section at any time within 48 hours before the particular workday or portion thereof, which must be staffed, then any officer, full time, part-time, or special, who shall indicate by signing the notice provided in Section A in an appropriate place, his/her desire to cover the workday or portion thereof which must be staffed, shall be entitled to work said workday or portion thereof, and to be compensated as provided in Articles 13 and 15.

SECTION C - The notice provided in Section A shall be posted by the Chief of Police or officer in-charge as soon as he/she shall have been notified of the necessity of providing coverage for the particular workday or portion thereof.

SECTION D - If within twenty-four hours before the particular workday or portion thereof which must be staffed, no officer shall have indicated his/her desire to cover the workday or portion thereof which must be staffed, then the Chief of Police or officer in-charge may assign a full time officer to cover the workday or portion thereof which shall insure to the fullest extent possible, that the required assignments are evenly and equitably distributed among the full time officers of the Police Department, first, and then among the other officers, if necessary.

ARTICLE 31 - PERSONNEL RECORDS

SECTION A - Each employee shall have the right, during the regular office hours of the City Offices, to have access to and review the contents of his/her personnel file or any records in connection with his/her employment, compensation or status as an employee of the City of Lebanon. Each employee may, by written authorization, permit any representative, including legal counsel, to have similar access. Each employee or his/her duly authorized representative shall have a right to copy any document contained in his/her personnel file or any records in connection with his/her employment, compensation or status as an employee of the City of Lebanon, including the right to have photocopies of any such documents made at his/her reasonable expense by the City.

SECTION B - No document, memorandum note or other written instrument may be inserted or added to the personnel files of the City of Lebanon unless and until the employee shall have been notified of (1) the existence of the document in question (2) the summary of the document contents, and (3) the identity of the person preparing or furnishing the document in question. This right of notice shall apply to any evaluation reports which are prepared by any person in a position superior to that of the employee.

SECTION C - Each employee shall have the right to have corrected any errors or discrepancies in his/her personnel files or any records in connection with his/her employment, compensation or status as an employee of the City of Lebanon by means of the Grievance Procedures set forth in Article 12.

SECTION D - Before any evaluation report shall be inserted or added to a personnel file, the Chief of Police or his designee shall discuss the contents of said report, personally with the employee involved, in an effort to bring to the attention of the employee involved any shortcomings or improvements which may be noted by the evaluation report, in order to furnish each employee the maximum opportunity to improve his/her performance in those areas indicated.

SECTION E

NON-DISCIPLINARY MATTER

A non-disciplinary matter to include but not limited to training events, or counseling entries shall not be retained in an employee's personnel file for more than twenty four (24) months from the date of entry provided this action is not repeated within that time. All employees must notify the Chief of Police or his/her designee, in writing, to have the record expunged.

DISCIPLINARY MATTER

A disciplinary matter to include but not limited to a verbal reprimand, written reprimand, suspension with or without pay shall not be retained in any employee's personnel file for more than forty-eight (48) months from the date of entry provided this action is not repeated within that time. All employees must notify the Chief of Police or his/her designee, in writing, to have the record expunged.

ARTICLE 32 - CHAPTER 54 OF THE CODE OF THE CITY OF LEBANON

SECTION A - No officer shall solicit or accept any gratuity, favor or anything of monetary value from any contractor or potential contractor with the City of Lebanon relative to the procurement of any supplies, equipment, construction, and/or other services with municipal, State, and/or Federal Grant Funds; and the offering and/or giving of such matter of monetary value by such a contractor or their agents to any officer who violates any provision of this Memorandum of Agreement shall be subject to an appropriate disciplinary action including the case of an officer, removal from office, subject to the grievance procedures of this Memorandum of Agreement.

SECTION B - Violation of any provisions of Ordinance 46 of the City of Lebanon shall also constitute a misdemeanor and be punished as prescribed in the Criminal Code of the State of New Hampshire as may be amended from time to time.

SECTION C - Subject to the grievance procedures of this Memorandum of Agreement, as amended, Chapter 54 of the Code of the City of Lebanon shall be held to be applicable to all officers covered by this Memorandum of Agreement.

ARTICLE 33 - HEALTH AND SAFETY

The Department recognizes its obligation to comply with all applicable Federal, State, and local laws and policies. It agrees to establish a Health and Safety Committee comprising of two members selected by management, two selected by the Union, who will meet when either side requests to discuss matters of health and safety and to make recommendations to the Chief.

ARTICLE 34 - FAMILY AND MEDICAL LEAVES OF ABSENCE

Section 1: General Provisions Basic Leave Entitlement

Under the provisions of the Family and Medical Leave Act of 1993 ("FMLA"), all employees who have worked for at least one year, and at least 1,250 hours during the prior twelve (12) months are entitled to take up to twelve (12) workweeks (or up to 26 weeks of military caregiver leave, see below) of unpaid FMLA leave in a twelve (12) month period (as defined below) in the event of:

- (A) the birth of a child and in order to care for the child (leave must be taken within twelve (12) months of the birth);
- (B) an adoption or foster care placement of a child and in order to care for the child (leave must be taken within twelve (12) months of the placement);
- (C) a serious health condition of the employee's parent, spouse, or child when the ill person is not capable of self care and the employee is needed for such care;
- (D) a serious health condition of the employee which results in the employee's inability to perform his or her job;
- (E) a qualifying exigency arising out of a covered service member's active duty or call to active duty status as a member of the National Guard or Reserves in support of a contingency operation; or
- (F) a serious injury or illness of a covered service member (up to 26 work weeks of leave in a single 12-month period).

As stated above, an eligible employee is entitled to a total of twelve (12) work weeks of leave during any twelve (12) month period. That twelve (12) month period is defined as a "rolling" twelve (12) month period measured backward from the date an employee uses any FMLA leave. For example, if an employee has taken eight (8) weeks of FMLA leave during the past twelve (12) months, an additional four (4) weeks of leave could be taken when a second leave is requested. As further example, if an employee takes eight (8) weeks of FMLA leave beginning September 1, 1994, when the employee requires additional FMLA leave on March 1, 1995, the employee would have available four (4) weeks of FMLA leave as he/she had taken eight (8) weeks in the twelve (12) months prior to March 1, 1995. In other words, the number of weeks which an employee has available upon the beginning of a FMLA leave shall be twelve (12) weeks less the number of FMLA leave weeks taken in the twelve (12) month period prior to the beginning of the current FMLA leave (the "Available Leave Weeks"). Note: leaves taken under (F) above begin on the first day the employee takes leave and end 12 months later.

FMLA leaves for the birth or placement for adoption or foster care of a child, as described in paragraphs (A) and (B) above, must be taken all at once unless otherwise agreed to by the City Manager. FMLA leaves under paragraphs (C), (D), (E) and (F) above may be taken on an intermittent or reduced leave schedule. If FMLA leave is requested under (C), (D) or (F),

however, the City Manager may require the employee to transfer temporarily to an alternative position which better accommodates periods of absence or a part time schedule, provided that the position has equivalent pay and benefits.

An employee who is taking FMLA leave because of the employee's own serious health condition or the serious health condition of a family member (C, D) must use all paid sick leave prior to being eligible for unpaid leave. An employee using FMLA military caregiver leave (F) must also use all paid sick leave prior to being eligible for unpaid leave. Upon the exhaustion of all paid sick leave, an employee taking a (C), (D) or (F) leave may use any available vacation and personal leave.

An employee who is taking leave for the care of a newly born child or the adoption or foster care of a child (A, B) must use all paid vacation or personal leave prior to being eligible for unpaid leave. An employee who is using military FMLA leave for a qualifying exigency (E) must also use all paid vacation and personal leave prior to being eligible for unpaid leave. Upon the exhaustion of all vacation and personal leave, an employee taking (A), (B) or (E) leave may use any available paid sick leave.

When an employee requests any leave of absence which qualifies as leave under the FMLA, such leave will be designated as FMLA leave upon written notification to the employee.

Section 2: Military Family Leave Entitlement

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that renders the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

Section 3: Status of Employee Benefits.

While on FMLA leave, employees may continue to participate in the City's group health insurance in the same manner as employees not on FMLA leave. In the event of unpaid FMLA leave, an employee shall pay to the City Finance Director the employee's share of any medical insurance premiums once per month in advance of the first day of each month. In the event that the employee elects not to return to work upon completion of a FMLA leave of absence, the City may recover from the employee the cost of any payments to maintain the employee's medical coverage, unless the employee's failure to return to work was for reasons beyond the employee's control.

Benefit entitlements based on length of service will be calculated as of the last paid work day prior to the start of the leave of absence; for example, an employee on leave will not accrue vacation or sick time. Upon return from FMLA leave, an employee will be restored to his or her original or equivalent position with equivalent pay, benefits, and other employment terms.

Section 4: Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definitions of continuing treatment.

Section 5: Use of Leave

As outlined above, an employee may not need to use FMLA leave in one block. FMLA leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Section 6: Basic Regulations and Conditions of Leave.

The City will require medical certification to support a claim for FMLA leave for an employee's own serious health condition or that of a covered family member or service member. In its discretion, the City may require a second medical opinion and periodic recertifications at its own expense. If the first and second opinions differ, the City, at its own expense, may require the binding opinion of a third health care provider, approved jointly by the City and the employee.

Section 7: Notification and Reporting Requirements.

When the need for FMLA leave is foreseeable, such as the birth or adoption of a child, or planned medical treatment, the employee must provide reasonable prior notice, and make efforts to schedule leave so as not to disrupt City operations. In the case of illness, the employee will be required to report periodically on his or her FMLA leave status and intention to return to work. At the expiration of any FMLA leave due to the employee's own illness, the employee must present written authorization from his/her doctor stating that the employee is ready to return to work.

Section 8: Procedures.

An employee seeking FMLA leave must contact the Benefits department, complete the appropriate certification and submit it to the Benefits department for review and approval. If possible, the certification should be submitted thirty (30) days prior to the planned commencement of the leave. Employees may obtain the proper and required certification documents from the Benefits department.

Section 9: Coordination with Maternity Leave.

The City provides employees a leave of absence for the period of temporary physical disability resulting from childbirth and related medical conditions. A maternity leave begins when an employee is medically determined to be disabled and ends when medically determined to be able to return to work and is paid in accordance with the provisions of the City's Short Term Disability Plan or applicable Collective Bargaining Agreement.

Maternity leave will be treated in the same manner as a type (D) FMLA leave of absence. An employee who uses less than the Available Leave Weeks for type (D) leave for maternity may take additional type (A) FMLA leave after the end of the disability period for a period not to exceed the available leave weeks.

Section 10: Coordination with Other City Policies; Reference to.

In the event of any conflicts between this policy and other City policies, the provisions of the applicable City policy shall govern; however, if any provision of the collective bargaining agreement exceeds the benefit offered under a City policy; the agreement shall control for those covered employees.

ARTICLE 35 - ENTIRE AGREEMENT

The parties acknowledge that during negotiations, which resulted in this Agreement, each had the opportunity to make demands and proposals 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 opportunity are set forth in this Agreement. Therefore, the City and LPBA/ NEPBA, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to, or covered in this Agreement, even though such subjects or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. This Agreement may only be amended during its term by the parties' mutual agreement in writing.

ARTICLE 36 - EMERGENCY CONDITIONS

Notwithstanding the previous provisions of the article, if it is determined, in the discretion of the City Manager, that a civil emergency condition exists which requires an enhanced police presence to maintain or restore public safety, including but not limited to riots, civil disorders, hurricane conditions, or similar catastrophes, the provisions of this agreement may be suspended by the department head, or his/her designee, during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended. As soon as possible after he/she determines that such civil emergency conditions exist, the City Manager or his/her designee shall notify the Union President.

IN WITNESS WHEREOF, the parties have, by their duly authorized representatives, executed this Memorandum of Agreement on this 20th day of December, 2010.

CITY OF LEBANON



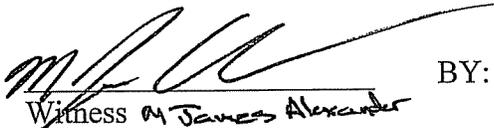
Witness

BY:



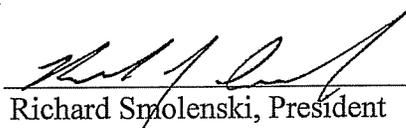
Len Jarvi, Interim City Manager
Duly Authorized

LEBANON POLICE BENEVOLENT ASSOCIATION /NEPBA



Witness *M James Alexander*

BY:



Richard Smolenski, President
Duly Authorized

APPENDIX A

THE LEBANON POLICE BENEVOLENT ASSOCIATION (NEPBA)

2011 - 2013

NEW HAMPSHIRE POLICE STANDARDS AND TRAINING

WEEK #5 (45 PERCENTILE)

MALES

AGE	RUN	BENCH	SIT-UPS	PUSH-UPS	FLEX
18 - 29	12:20	1.03	39	31	17.0
30 - 39	13:22	.90	36	25	16.0
40 - 49	14:08	.82	30	19	15.0
50 - 59	15:08	.73	25	14	14.0
60+	16:27	.67	19	12	13.0

WEEK #5 (45 PERCENTILE)

FEMALES

AGE	RUN	BENCH	SIT-UPS	PUSH-UPS	FLEX
18 - 29	15:10	.63	34	25	19.5
30 - 39	15:47	.55	26	20	18.5
40 - 49	16:34	.51	21	14	18.0
50 - 59	17:29	.45	16	13	17.0
60+	18:31	.44	8	6	16.1

NEW HAMPSHIRE POLICE STANDARDS AND TRAINING

FINAL (50 PERCENTILE)

MALES

AGE	RUN	BENCH	SIT-UPS	PUSH-UPS	FLEX
18 - 29	12:18	1.06	40	33	17.5
30 - 39	12:51	.93	37	27	16.5
40 - 49	13:53	.84	31	21	15.3
50 - 59	14:55	.75	26	15	14.5
60+	16:07	.68	20	15	13.5

FINAL (50 PERCENTILE)

FEMALES

AGE	RUN	BENCH	SIT-UPS	PUSH-UPS	FLEX
18 - 29	14:55	.65	35	26	20.0
30 - 39	15:26	.57	27	21	19.0
40 - 49	16:27	.52	22	15	18.0
50 - 59	17:29	.46	17	14	17.9
60+	18:16	.45	8	8	16.4