

AGREEMENT

Between

TOWN OF NEWPORT

And

AFSCME LOCAL 3657

July 1, 2007

To

June 30, 2009

Table of Contents

<u>Article</u>	<u>Title</u>	<u>Page</u>
	Preamble	1
I	Recognition	2
II	Management Rights	3
III	Employee=s Rights	4
IV	Grievance Procedure	5
V	Disciplinary Procedures	9
VI	Hours of Work	10
VII	Overtime	11
VIII	Private Detail	14
IX	Canine Officer/Administrative Communication Specialist	15
X	Holidays	17
XI	Leave Provisions	18
XII	Earned Time	19
XIII	Retirement	25
XIV	Miscellaneous	26
XV	Insurance	29
XVI	Education Incentive/Tuition Assistance	31
XVII	Wages	32
XVIII	Extended Service Incentive	33
XIX	Future Commitments	34
XX	Savings Clause	35
XXI	Entire Agreement	36
XXII	Duration/Signature Page	37

Preamble

This Agreement is made and entered into between the Town of Newport, New Hampshire (hereinafter referred to as the "Town") and AFSCME Local 3657.

It is the intention of the Town of Newport and AFSCME Local 3657 to enter into a Contract for the period of July 1, 2007 through June 30, 2009.

Article I

Recognition

In accordance with Chapter 273 - A of the New Hampshire Revised Statutes Annotated, the Town recognized AFSCME Local 3657 as the exclusive bargaining agent for those employees within the Newport Police Department as determined by the New Hampshire Public Employee Labor Relations Board decision of October 11, 1979. It is the intention of the Agreement to maintain a harmonious relationship between the parties, recognizing the legitimate rights and needs of the Police Department as well as the obligation of the Town to protect the safety of the public.

Article II

Management Rights

The Town shall continue to have, whether exercised or not, all of the rights, powers and authority, heretofore existing, including but not limited to the following: determination of the standards of selection for employment; direction of its employees - taking care of disciplinary action; removal of employees from duty due to lack of work or for other administrative reasons; issuance and enforcement of rules and regulations - maintenance of the efficiency of governmental operations; determination of the methods, means and personnel by which the Police Department's operations are to be conducted; determination of the content of the job classification; exercises of complete control and discretion over the organization and the technology of work performance; and the dutiful adherence to all legal responsibilities as prescribed by statute, charter or local ordinance, except where such may infringe upon the provisions of this Contract.

In order to maintain a competitive, stable organization, management has the authority to increase the salary of any unit member or class of members without further negotiation. Such adjustments shall be made within the parameters of the appropriate salary range and the constraints of the Town's operating budget.

Article III

Employee's Rights

Section A

AFSCME Local 3657 and the Town agree that there shall be no discrimination against any employee due to membership or non-membership in AFSCME Local 3657, and no disciplinary action shall be taken against an employee without just cause.

Section B

The Town agrees that it shall not interfere with the formation, existence, operation or administration of AFSCME Local 3657 and will maintain the standards of this Contract through its duration regardless of affiliation.

Section C

Seniority shall be based upon cumulative service by an officer or communications specialist with the Town of Newport. An employee shall lose seniority if he/she voluntarily quits or is discharged for proper cause. If, after an officer or communication specialist has voluntarily quit or has been discharged for proper cause and then returns to work for the Town of Newport, his/her seniority status shall start upon his/her rehire, and he/she shall be given no credit for the time worked before quitting or being discharged.

Article IV

Grievance Procedure

Section A

A grievance is defined as an alleged violation of a specific Article and Section of this Agreement arising under and during the term of this Agreement.

Section B

The Union reserves the right to file grievances on behalf of any member of the bargaining unit. If an individual member of the bargaining unit receives and does not wish to grieve disciplinary action, the bargaining unit will not pursue further grievance action.

Section C

If any grievance arises during the term of this Agreement, there shall be no stoppage or suspension of work, but such grievance may be submitted to the following grievance procedure. Each step must be strictly adhered to or the grievance shall be deemed abandoned.

Section D

1. In the case of an Oral Reprimand/Negative Counseling given by a Supervisor other than the Chief of Police, then the Chief of Police shall be the final step in any grievance of an Oral Reprimand/Negative Counseling. However, every precaution shall be taken by all parties to avoid providing the Chief of Police with information that might be prejudicial and interfere with the opportunity for the employee to receive a fair hearing. If information is given to or received by the Chief of Police which might be prejudicial and interfere with the opportunity for the employee to receive a fair hearing, then the grievance shall follow the next step as outlined below.
2. In the case of an Oral Reprimand/Negative Counseling given to any employee by the Chief of Police, or if agreed the Chief may be prejudicial, then the Town Manager shall be the final step in any grievance of the Oral Reprimand/Negative Counseling. However, every precaution shall be taken by all parties to avoid providing the Town Manager with information that might be prejudicial and interfere with the opportunity for the employee to receive a fair hearing. If information is given to, or received by, the Town Manager which might be prejudicial and interfere with the opportunity for the employee to receive a fair hearing, then the grievance shall follow the steps as outlined in Article IV, A Grievance Procedure, and may begin with Section E.

3. An Employee and/or the Union deciding to process a grievance as outlined above, must present a written statement to the Chief of Police within three (3) working days after the Employee and/or Union become aware of the Oral Reprimand/Negative Counseling. If the Oral Reprimand/Negative Counseling was given by the Chief of Police, the written statement outlining the grievance will be forwarded to the Town Manager. A copy of the grievance will be forwarded to the Chief of Police.

Section E

Any grievance that is filed for other than an Oral Reprimand/Negative Counseling, the following will be adhered to. Step One (1) may be waived if the employee's immediate Supervisor is not a party to the action which initiated the grievance.

Step 1

An employee and/or the Union, desiring to process a grievance, must present a written statement to his/her Supervisor within five (5) days after the employee and/or Union become aware of an alleged Contract violation. Unless the Supervisor determines otherwise, the meeting shall occur immediately before the end of the employee's work shift. The employee's Union representative shall be contacted so he/she can determine if his/her presence is needed. If the Union representative wishes to attend, the meeting shall not take place until he/she is in attendance. If the grievance is not satisfactorily adjusted, the employee may submit a written grievance at Step 2, Section E. Step 1 may be waived upon mutual agreement of the parties.

Step 2

If the grievance is not resolved in Step 1, Section E, the employee and/or Union may reduce the grievance to writing on the grievance form and present the grievance to the Department Head or his/her designee for a written answer. The written grievance shall be filed within ten (10) work days of the completion of Step 1. It shall name the employee(s) involved, the facts giving rise to the grievance, the date of the alleged violation, the dates of prior attempts to resolve the issue, the provisions of the Agreement alleged to be violated with appropriate reference, the contention of the employee(s) and the Union with respect to these provisions, the relief sought and shall be signed by the employee(s) and Union representative. The Department Head or his/her designee shall give the employee(s) and the Union an answer in writing no later than ten (10) work days after receipt of the written grievance. The Department Head may schedule a conference with the employee(s) and the Union, if it is deemed necessary, to review the grievance. Step 2, Section 2 may be waived by mutual agreement of all parties.

Step 3

If the grievance is not resolved in Step 2, Section 2, the Union may within ten (10) work days after receipt of the answer or the date which the answer was due in Step 2, appeal the grievance to the Town Manager. The appeal shall be in writing, and it shall include the written grievance and the Department Head's answer (if any) and shall specify the basis of

the appeal. A copy of the appeal shall be sent to the Department Head. The Union may, at the same time the written appeal is filed, submit a written request to the Town Manager for a meeting between the Union and the Town Manager or his/her designee to attempt to resolve the grievance. The meeting will be at a mutually agreeable time and will take place within ten (10) work days after receipt of the written appeal and the request for a meeting. If the Union does not request a meeting, the Town Manager or his/her designee may schedule a conference with the Union, if it is deemed necessary, to review the grievance. The Town Manager or his/her designee shall give the Union an answer in writing no later than twenty (20) work days after receipt of the written appeal.

Section F

Time limits shall be strictly construed and followed. Time limits may be extended by mutual agreement of the Town and the Union, in writing, then the new date shall prevail.

Section G

Any agreement reached between Management and the Union is binding if accepted by all parties involved.

Section H

Work days, for the purpose of this Article, shall be Monday, Tuesday, Wednesday, Thursday, and Friday, excluding observed holidays.

Section I

If a properly filed and processed grievance is not resolved in Step 3 of the Grievance Procedure, the Union may submit the grievance to arbitration by written notice delivered to the Town Manager within five (5) work days after receipt of the Town Manager's answer in Step 3 or the day such answer was due. Should the Town Manager be unavailable, the written notice may be delivered to the Department Head. In no such notice is given within the prescribed period, the Town's last answer shall be final and binding on the Union, the employee(s), and the Town.

Section J

Following receipt of the Notice of Arbitrate, the Union and the Town shall attempt to mutually select an Arbitrator. If an Arbitrator is not selected within ten (10) work days following receipt of the written notice, the Union may, within the next ten (10) work days only, apply in writing to the American Arbitration Association for a list of arbitrators. The cost of arbitration shall be split 50/50 between the Town and the Union.

Powers of the Arbitrator

Section K

It shall be the function of the Arbitrator and he/she shall be empowered, except at his/her powers are limited below, and after proper hearing on a properly-filed and processed grievance, referred to him/her as set forth above, to make a decision in cases of alleged violation of specific Articles and Sections of the Agreement.

The decision of the Arbitrator shall be based exclusively on the evidence presented at the arbitration hearing and the provisions of the Agreement and shall be final and binding in both parties. The Arbitrator's decision shall not be based on any statutes, decisions, regulations or other extra contract matters not specifically incorporated into this Agreement. The Arbitrator's decision shall be in writing and shall set forth its findings of fact, reasoning, and conclusions on the issues submitted.

1. If either party shall claim before the Arbitrator that a particular grievance fails to meet the tests of arbitrability, the Arbitrator shall proceed to decide such issue before proceeding to hear the case upon the merits. If the grievance concerns matters not subject to arbitration, the Arbitrator shall return the grievance, and all documents relating thereto, to the parties without decision.
2. The Arbitrator shall have no power to add to, subtract from, alter or modify any terms of the Agreement or any of the functions or responsibilities of the parties to the Agreement.
3. The Arbitrator shall have no power to change any practice, policy or rule of the Town, nor substitute his/her judgement for that of the Town as to the reasonableness of any such practice, policy or rule, unless such practice, policy or rule is in violation of a specific Article and Section of the Agreement. His/her powers shall be limited to deciding whether the Town has violated the express Article(s) and Section(s) of the Agreement; and he shall not imply obligations and conditions binding upon the Town from this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the Town.
4. The Arbitrator shall have no power to substitute his/her discretion for the Town's discretion in cases where the Town is given discretion by the Agreement.
5. The Arbitrator shall only have the authority to pass on a grievance referred to him/her as prescribed herein.
6. The Arbitrator shall be without authority to make any decision which requires the commission of any act probated by law or which is in violation of the terms of the Agreement.

Section L

Upon request, bargaining unit employees shall be given a copy of any personnel investigation conducted by the Department on them after the investigation is concluded and disciplinary action, if any, administered.

If the employee gives written authorization for the personnel investigation to be released to the Union, then the Union is authorized to obtain a copy. If more than one employee is being

investigated, all employees must agree to the release. If one employee does not agree, a censored or partial release may be made by the Chief of Police at his/her discretion.

All personnel investigations released to employees or to the Union are the property of the affected employee. The employee or the Union shall insure that personnel investigations are kept confidential and are not disseminated to the public or other Department personnel.

Article V

Disciplinary Procedures

Disciplinary action will normally be taken in the following order:

1. Verbal Warning
2. Written Reprimand
3. Suspension Without Pay or Demotion
4. Discharge

However, the above sequence need not be followed if an infraction is sufficiently severe to merit immediate suspension or discharge. All discipline will be appropriate to the individual and infraction involved.

The employee will be tendered a copy of any warning, reprimand, suspension, or disciplinary layoff entered on his/her personnel record within three (3) days of the action taken.

All suspensions and discharges must be stated in writing with the reason(s) stated and a copy given to the employee(s) and the Union.

Employees counseling, given either orally or in writing, is not considered discipline and is not required to be given prior to disciplinary action being taken.

No disciplinary action shall be taken against an employee without just cause.

Article VI

Hours of Work

Section A

The Police Department shall function on a tour of duty with assignments as designated by the Chief of Police or his/her designee.

Section B

Officers shall work a schedule as determined by the Chief of Police. The regular work week for all full-time police employees shall consist of an average of forty (40) hours. The average determined every four (4) weeks.

Section C

The Chief or his/her designee may grant the request of any two (2) employees to exchange shift cycles, tours of duty or days off provided the request is made in writing. When said request has been granted, the employee who is to provide coverage for the absent party shall be solely responsible to the Department to provide coverage and shall be caused to forfeit payment of any amount equal to the hours of coverage he/she may have failed to provide.

Court Time

Section D

Employees who would otherwise be off-duty shall be paid at the overtime rate of time and one-half their regular straight time hourly rate of pay for all hours worked when appearing in court on behalf of the Town in the capacity of a commissioned officer or when preparing for an off-duty court appearance at the direction of, and when in the presence of, a prosecuting attorney; off-duty lunch periods shall not be counted toward hours worked. Employees will be paid overtime rates for a minimum of two (2) hours for all off-duty court time worked outside regularly scheduled hours in a single day or actual time spent, whichever is greater, unless the time extends to his/her regular work shift. In exchange for such compensation, the employee will "sign over" the court reimbursement check to the Town.

No Pyramiding

Section E

Compensation shall be paid more than once for the same hours under any provision of this Article or Agreement.

Article VII

Overtime

Section A: Definitions

Overtime: Overtime is defined as any work performed by bargaining unit members in excess of the regular work week.

Overtime Rate: Overtime rate is one and one-half the hourly wage of any bargaining unit member for each hour worked in excess of the regular work week.

Regular Work Week: Regular Work Week is defined as working an average of 40 hours per week, the average computed every four weeks.

Seniority List: Seniority List is defined as a list of all bargaining unit members beginning with the most senior and ending with least senior taking into account the job classification of the bargaining unit members. (i.e. Sworn Officers, Civilian Employees).

Bargaining Unit Member: Bargaining Unit Members shall be defined as employees who are members of AFSCME Local 3657 and are not in the probationary period for newly hired employees.

Rotating Basis: Rotating Basis shall mean a rotation in which each bargaining unit member has an opportunity of working overtime. The rotation is based upon the availability of a "bargaining unit member" to work a vacant shift.

Scheduled Earned Time: Scheduled Earned Time is defined as time off requested with at least 14 days advanced notice.

Unscheduled Earned Time: Unscheduled Earned Time is defined as time off requested with less than 14 days advanced notice.

Emergency: An emergency is defined as a situation in which the lives, property, and/or safety of Police Officers, the public, and/or community are in jeopardy.

Section B

Bargaining unit members will be given the right of first refusal to work overtime during shifts that are vacant due to the use of scheduled earned time. The right of first refusal is available only for the first two shifts in a pay period. Overtime shall be offered to full-time personnel (police officers and communications specialists) on a rotating basis using the seniority list. The rotation shall begin at the start of any pay period, with the most senior employee respective of job classification and continue until all bargaining unit members have had an opportunity to work vacant shifts due to the use of scheduled earned time. When a shift becomes vacant due to the use of unscheduled earned time the shift will be offered first, to part-time employees, and thereafter to bargaining unit members who are on a scheduled day off. The covering of vacant shifts due to unscheduled earned time is at the discretion of the Chief of Police. Special duty assignments are determined by the Chief of Police and may be covered by any department member at the sole discretion of the Chief of Police.

No bargaining unit members shall refuse to work overtime assignments when directed by the Chief of Police or his/her designee as it relates to filling vacant shifts created by scheduled earned time usage.

Bargaining unit members will not be entitled to turn down other overtime assignments if the Chief of Police: (1) has offered the assignments to every other bargaining unit member, but all have refused; or (2) if the overtime is an actual emergency as determined in the discretion of the Chief of Police or his/her designee. Overtime assignment pursuant to (1) above shall be done on a rotating basis using the seniority list with each bargaining unit member being assigned vacant shifts as equally as possible depending upon availability.

When a work shift on a particular day becomes vacant, a bargaining unit member will not have his/her scheduled work shift for that day changed, without his/her approval, so as to make it more convenient for a part-time employee to work that day.

No bargaining unit member shall work more than sixteen (16) hours of continuous duty without a four (4) hour period between unless an emergency situation exists.

Section C

When a bargaining unit member who is working his/her scheduled shift remains after the end of his/her tour of duty, he/she shall be paid overtime for the amount of time that

he/she stays over to the nearest quarter of an hour. Overtime pursuant to this section shall be pre-approved by the on-duty Sergeant or Chief of Police.

Section D

When a bargaining unit member who is off duty is requested to respond to an emergency situation or to perform a non-emergency task at the direction of the Chief of Police or his/her designee, the bargaining unit member shall be paid overtime for the amount of time it takes to control the emergency situation or complete the non-emergency task; but the bargaining unit member will be entitled to a minimum of two (2) hours if the emergency situation is controlled or the non-emergency task is completed in less than two (2) hours, unless otherwise provided for in this agreement.

If a bargaining unit member is called in early to his/her regularly scheduled shift for emergency purposes to work continuously through that shift, the bargaining unit member shall not be paid the minimum two hour call-in pay, but shall be paid for time worked to the nearest quarter of an hour.

Section E

The bargaining unit member who was called in from his/her time off need work only that amount of time which is necessary to control the emergency situation or to complete the non-emergency task, but shall not leave until properly released by the on-duty Supervisor.

Overtime While Attending The New Hampshire Police Academy

Section F

Employees attending the New Hampshire Police Academy as a recruit police officer shall be paid the average number of hours per week at their regular rate of pay. The average number of hours per week to be determined by using the schedule provided by the Police Academy. Should the average number of hours exceed 43 hours per week, the employee shall be paid overtime for only the number of hours which exceed the 43 hour per week average.

Firearms Range Training

Section G

When attending department sponsored firearms training (range only) bargaining unit members shall not be subject to the provisions of section D of this article, but instead shall be paid a one (1) hour minimum or the amount of time actually spent at the range, whichever is higher.

Article VIII

Private Detail

Section A

A Private Detail shall be defined as any event or activity that is sponsored by any private or public organization and police services are contracted through the Town. Special details of the municipal government of Newport and its various departments are not considered Private Detail.

Private Detail will be offered to full-time Police Officers on a rotation basis. The rotating schedule shall be determined by the Chief of Police, who will ensure that all full-time officers who are members of the bargaining unit are given equal opportunities to work Private Details.

The bargaining unit recognizes that due to staffing constraints, days off, shift assignments, and the amount of advanced scheduling time available prior to Private Detail assignments, some bargaining unit members may have opportunities to work more Private Duties than others.

If a Private Detail has been offered to all full-time officers and all full-time officers have refused to work the Private Detail, then the Chief of Police may assign the work to a part-time officer. All full-time officers shall be paid at forty dollars (\$40.00) an hour for working Private Details. Unit members shall be paid a minimum three (3) hours for Private Details. The rate will be \$30.00 for all official Town and School functions.

If all full-time and part-time officers have refused to work a Private Detail, then the Chief of Police may offer such Private Detail to individuals within other departments or agencies.

Article IX

Canine Officer/Administrative Communication Specialist

Canine Officer

Section A

A police officer assigned the duty of Canine Officer will be required to keep the Department canine with him at all times and conduct daily obedience training, feeding (food provided by the Department), and provide proper shelter.

The Canine Officer is to be paid for this extra duty and will be compensated at a higher salary of .75/hour than that of a person holding the same rank. This compensation is for the time utilized for maintenance of the canine and is not compensation for a position of rank; nor is the duty a link in the chain of command structure of the Department. The Canine Officer is a special assignment duty.

To qualify for the Canine Officer assignment, a Police Officer must have at least two (2) years of Police Officer experience, unless waived by the Chief. The Chief of Police has sole discretion in appointments of Police Officers to Canine Duty. Assignments will not be based upon testing or seniority (other than the minimum two (2) years Police experience).

Administrative Communication Specialist

Section B

A Communication Specialist assigned to the duties of Administrative Communication Specialist shall be required to perform administrative functions in addition to any other Communication Specialist duties as assigned by the Chief of Police or his designee.

The Administrative Communication Specialist is to be compensated for the extra duties at a higher hourly rate of .40/hour more than that of any other Communication Specialist

having the same experience level.

To qualify for the Administrative Communication Specialist a Communication Specialist must have at least two (2) years of experience. The Administrative Communication Specialist shall be responsible for administrative functions within the communication division. This includes but is not limited to statistical reports, scheduling of training, scheduling, and participation in the hiring process.

The Chief of Police has sole discretion in the appointment of an Administrative Communication Specialist. Removal of an Administrative Communication Specialist is at the sole discretion of the Chief of Police and shall not be grieved under this agreement.

FTO/CTO (non-ranking)

Section C

Field Training Officer/Communications Training Officers will be compensated at a higher hourly rate of forty cents (\$.40) per hour during times they are performing FTO/CTO duties.

Article X

Holidays

Section A

Any new holiday, declared by the Board of Selectmen, and the following days shall be paid holidays:

New Year's Day
Washington's Birthday
Fast Day
Memorial Day
Independence Day

Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

Section B

Holiday pay will be paid to AFSCME Local 3657 members the second pay period in November. Unit members to be paid at their current pay rate for the holiday. Current being the rate at which the unit member is receiving the second pay period in November.

Section C

Unit members will not be scheduled to work both Thanksgiving and Christmas in the same calendar year, however, unit members working the actual holiday will have the day before scheduled off.

Section D

Whenever feasible, in the judgement of the Chief, unit members will alternate working Christmas and Thanksgiving each year.

Article XI

Leave Provisions

Section A

All employees are required to respond when they are notified by the Department that an emergency situation exists. If an employee fails to respond to the emergency, that employee may lose his/her opportunity to work time and one-half for ninety (90) days for any hours of work in excess of forty (40) hours per week. This action shall be at the discretion of the Chief of Police and the employees will have the right to appeal.

Section B

The Chapter Chairperson, Steward or other Union Officer may be permitted time off, without pay, said time totaling no more than forty (40) hours annually between all Officers for the purpose of attending State or National meetings, conventions, or seminars. All time off will be upon the approval of the Chief of Police or his designee.

Article XII

Earned Time

Section A

Earned Time is an alternative approach to the traditional manner of covering absence. Instead of dividing benefits into a specific number of days for each benefit. Earned Time puts these days together into a single benefit. Earned Time hours can be used for a variety of purposes, including a payment in cash at the time of termination. Earned Time is available as soon as it is "earned." The exact number of Earned Time hours available each year will depend on the years of service to the Town.

Coverage

Section B

Employees who are employed in a full-time position are covered by Earned Time. The accrual rates are as follows:

<u>Years Of Service</u>	<u>Time Earned Per Hour</u>	(Approx.) Hrs. Accrued Annual <u>Per Month</u>	<u>Hours</u>	Maximum Accrual (150% of <u>Annual Hours</u>)
0 thru 4	.096	16.64	200	300
5 thru 9	.115	20.00	240	360
After 10	.138	24.00	288	432

Section C

For the purpose of this Article, years of service will be calculated from an employees most recent hiring date. Employees accumulate Earned Time on regularly scheduled hours and on years of service to the Town. Earned Time will not accrue on overtime hours, nor will it accrue when an employee is using sick pool hours. Annual hours accrued are based on 2,080 hours of regular work hours per year. Annual hours accrued will not exceed the hours identified in the preceding Section B.

work hours per year. Annual hours accrued will not exceed the hours identified in the preceding Section B.

Usage

Section D

Earned Time may be used any time after being earned, including during an employees probationary period. All scheduled absences will be mutually agreed upon by the employee and his/her Supervisor prior to the date of the absence. Employees, using unscheduled Earned Time to cover absence due to emergency illness, injury or other personal matters, must notify the communications center one hour prior to the start of their shift. Unscheduled Earned Time use is considered excessive if use occurs in excess of six (6) occurrences within any twelve (12) month period. Unscheduled Earned Time is defined as any Earned Time used in which the employee has not given fourteen (14) days advance notice of his/her intent to use Earned Time hours. However, the use of Earned Time shall not be deemed unscheduled for the purposes of Section H subsection 1 if it is used to attend funerals or if the requested use of Earned Time is for a situation requiring immediate medical attention which will be provided by a medical professional.

Minimum Usage

Section E

There is a minimum usage of earned hours required each year. The minimum usage must be scheduled fourteen (14) days in advance of date to be taken. The Town may waive the fourteen (14) days advance notice at their discretion. Less than fourteen (14) days advance notice is considered unscheduled notice. See schedule below:

<u>Years of Service</u>	<u>Minimum Usage Per Year*</u>
0 thru 4	80 hours
5 thru 9	120 hours
After 10	160 hours

* Computation of minimum usage will occur as of June 30th of each year. The computation will be deducting the scheduled Earned Time used during the year from the minimum usage per year requirement. Any excess will be deducted from the employees accrued Earned Time. The employee will not be paid the value of their unused minimum usage. Employees with less than six (6) months of service are exempt from minimum usage requirements.

1. Earned Time may be taken to cover absence for any reason, including illness, vacation, funeral, dentist, or doctor visits, as long as the total number of hours taken meets or exceeds the minimum usage as indicated.

Section F

5. The Sick Leave Pool is intended to provide security, in addition to other insurance benefits by allowing employees to convert Earned Time for extended illness or other disability. When converting Earned Time to Sick Leave Pool Time, employees convert Earned Time on a one (1) to a one and one half (1.5) basis.
6. Pool Time is available for use only under the conditions listed below:
 - a. Use of sick leave Pool Time may begin on the first work day absence following a period of two (2) consecutive work weeks when an employee has become ill or disabled.
 - b. A physicians report must accompany the request to use Pool Time.
 - c. The employee may continue using Pool Time until his/her Pool is exhausted, or until no longer disabled or ill.
 - d. Periodic doctors reports shall be provided when requested by the Town.
 - e. Any portion of total Earned Time hours may be converted to Sick Leave Pool Hours, except Sick Leave Pool hours shall not accrue beyond two hundred sixty three (263) hours.
 - f. Exception to 2 (a), regarding the amount of Earned Time use required to access Sick Leave Pool, may be granted when:

An employee returns to work after using Sick Leave Pool Time but is disabled again within ten (10) working days of return; and the disability is certified by a physician to be the same as the original use.
 - g. Pool Hours can be used in combination with disability insurance and worker's compensation insurance.
4. Earned Time converted into Sick Leave Pool Time will not be counted towards the minimum usage requirement.

Termination

Section G

All unused Earned Time hours, less minimum usage if not used, will be paid at the time of termination. Employees may leave Earned Time earnings intact, pending recall, if the nature of their absence from employment is lay-off.

time of termination. Employees may leave Earned Time earnings intact, pending recall, if the nature of their absence from employment is lay-off.

1. Earned Time is paid at the base pay rate at time of termination.
2. Sick Leave Pool Time is not paid at time of termination.
3. The amount of Earned Time paid at termination to employees on staff prior to July 1, 1994 will be phased in over a five (5) year period.

<u>Year</u>	<u>% Accrued Earned Time Available at Termination</u>
1	15%
2	35%
3	55%
4	75%
5	100%

All new employees hired after the effective date of July 1, 1994 will have Termination Earned Time payout available to them phased in over five (5) years of employment. The amount available will phase in as follows:

<u>Years of Service</u>	<u>% Accrued Earned Time Available at Termination</u>
1	10%
2	20%
3	40%
4	70%
5	100%

Earned Time Use and Overtime

Section H

1. Overtime compensation will not be paid to an employee considered by the Chief of Police to have used excessive unscheduled Earned Time. An employee that has used excessive unscheduled Earned Time within a six month period will not be paid overtime compensation when he/she has used unscheduled Earned Time within a pay period. Overtime compensation shall resume when the employee has worked a preceding twelve month period (rolling period), with six or less occurrences of unscheduled Earned Time usage.
2. To prevent abuse in the use of overtime, an employee shall not conspire with any

other employee to use his/her Earned Time for the purpose of the other employee to collect overtime by covering this shift vacated by the Earned Time.

3. Bargaining unit members who are on earned time or unscheduled earned time shall not be entitled to work an overtime shift or special detail unless the overtime shift or special detail is due to emergency circumstances and the only available people are currently using earned time.

New Employees Advance Time

Section I

Employees with less than three (3) months of service who have incurred a work-related injury or illness will be advanced an amount of Earned Time needed to bring the employee to regular weekly pay level. The advance will continue until Worker's Compensation benefits are received or denied. The advance will be returned to the Town within the following twelve (12) months by either cash payment or Earned Time return, at the employees discretion.

Buy Back Option

Section J

Employees whose usage is at or under the below listed number of earned time hours during the fiscal year, may have the Town "buy back" earned time hours. The Town shall pay the employee the last pay period of the fiscal year for 50% of the number of hours the employee submits to the Town for the "buy back" option at the employees regular rate of pay. The employee may request a maximum number of hours, depending on years of service, as listed in the below chart.

<u>Years of Service</u>	<u>Maximum Usage</u>	<u>Maximum Buy Back</u>
1-5	116	80
6-10	156	100
11+	196	120

The employee must submit in writing his/her request for the "buy back" option and the number of hours requested to the Chief of Police no later than June 1st of each year.

Occurrence

Section K

not been requested by the employee fourteen (14) days in advance of the day of earned time is used. Tabulation of the number of occurrences shall be as follows:

4 hours or less	1/2 occurrence
1 shift	1 occurrence
More than one shift in succession where the employee or an immediate family member (spouse and minor children) is physically ill or injured, and the illness or injury is satisfactorily proven, or childbirth by employee or spouse.	1 occurrence

The Chief of Police may at his/her discretion waive one or more occurrences.

Section L

If a bargaining unit member has requested scheduled earned time and the requested earned time is denied by the Chief of Police or his/her designee, the bargaining unit member shall not use unscheduled earned time during the same period unless permission is granted to do so by the Chief of Police or his designee.

Section M

When a bargaining unit member uses unscheduled earned time they shall provide the Town with the reason the time is being requested. The reason shall be recorded in writing in a format approved by the Chief of Police or his/her designee. The bargaining unit member need not provide a reason if the bargaining unit member does not wish the time to be "excused" by the Chief of Police pursuant to Article XII (K).

Article XIII

Retirement

Section A

All bargaining unit employees, upon their being hired for service with the Newport Police Department shall begin to participate in the New Hampshire State Employees Retirement System as a condition of employment.

Article XIV

Miscellaneous

Section A

All employees of AFSCME Local 3657 shall have the right to inspect his/her personnel files with reasonable notice and at reasonable times. All employees shall be entitled to a copy of each document in his/her file at cost.

Section B

All of the members of AFSCME Local 3657 shall be entitled to full uniform cleaning.

- 2.3 All AFSCME Local 3657 members shall be entitled to one pair of footwear every other year.

Outside Training, Mileage Reimbursement

Section C

1. All members of AFSCME Local 3657 shall be paid their weekly salary while attending the New Hampshire Police Academy, which attendance is required by New Hampshire Revised Statutes Annotated.
2. All members of AFSCME Local 3657 attending schools as approved by the Chief of Police or required by New Hampshire Revised Statutes Annotated on their time off shall be paid at a time and one half (1.5) rate over the forty (40) hour work week, with the exception of one (1).
3. The Town may either provide a vehicle or shall pay the current federal guideline amount per mile travel expenses or may allow the use of a town gas credit card for a "fill up" when attending schools of one (1) to two (2) days duration as outlined

- in 1. and 2. above. For schools of three (3) days duration or more, the bargaining unit member will provide transportation at his/her own expense unless there is no lodging at the school. In order for a travel expense to be paid the bargaining unit member must obtain prior authorization for the travel expense from the Chief of Police or his designee. For trips to Concord, where most outside training is held, bargaining unit members shall be paid the mileage rate for mileage not to exceed ninety-five (95) miles, round trip.
4. The members of AFSCME Local 3657 will attend two (2) hours of in-service training a month between the months of September and May. Any members who are not on duty will be paid at a time and one half (1.5) rate. Training will be as directed by the Chief of Police
 5. The Town shall pay up to two (2) hours overtime (travel time) for trips outside of Newport. Travel time may not be paid if lodging is provided at the school training site or academy. If lodging is available but the employee elects to commute, the Town will only pay travel time for one (1) round trip per week.

Section D

When an employee of the Department has in his/her custody equipment owned by the Town, it must be properly operated, cleaned, maintained, stored, and returned in good condition. Any unsafe conditions relating to equipment must be reported by the employee to his/her Supervisory officer.

Section E

Strikes shall be considered illegal as per the State of New Hampshire Revised Statutes Annotated.

Section F

The Chief of Police and/or Town Manager have the authority to discharge or suspend any employee of the Department for being under the influence of alcohol or drugs during working hours.

1. When a Supervisor, based upon his/her experience and training, suspects an employee is under the influence of alcohol or drugs during working hours, the Supervisor may request the Chief of Police and/or Town Manager to require the employee to submit to a breath, urine or blood test at the Town's expense.
2. Refusal to submit to the Chief's or Town Manager's request for a breath, urine, or blood test will result in a minimum five (5) days unpaid suspension.
3. In situations when an employee is requested for duty and the employee has recently consumed substances that may affect judgement and/or inhibit physical responses, the employee will advise the on-duty Supervisor. The Supervisor will

he/she is impaired beyond the legal limits permitted to operate a vehicle or to a level that will in any way hinder the performance of his/her duties.

Section G

The Union may post notices which are related to Union affairs on one-half on the Bulletin Board located in the Officer's Room. The section of the Bulletin Board will be identified as being for Union use. All such notices shall be on Union Stationery, signed by an official of the Union, dated, and shall only be used to notify employees of matters pertaining to Union affairs. The notices will be posted in an orderly and neat manner and may remain posted for not more than twenty-one (21) days. At the conclusion of the twenty-one (21) days, a Union representative or the Chief of Police may remove such notice.

Section H

Newly hired employees shall be considered "probationary employees" for one year and one day, in the case of sworn personnel, from the date they become certified as a full-time police officer in the State of New Hampshire. The maximum probationary period not to exceed eighteen (18) months unless agreed to by the bargaining unit and the Town. The probationary period for civilian employees shall be one year and one day from their date of hire. "Probationary employees" shall not be entitled to union representation until such time as their probation has ended.

Ballistic Vests

Section I

The Town shall purchase two ballistic vests per contract year. These ballistic vests shall be a minimum of a threat level IIA with an armor plate. Ballistic vests shall be issued to full-time sworn employees from the most senior employee to the least senior. If a full-time sworn employee, who is scheduled to receive a ballistic vest, which is to have a high threat level vest, they shall pay any cost over and above the cost of the department purchased ballistic vest.

Bargaining unit members who are issued a ballistic vest by the Department shall be required to wear it or the ballistic vest with armor plate while on-duty. Failure to wear the provided ballistic vest may result with disciplinary action in accordance with Article V of the "Agreement."

Article XV

Insurance

Section A

The Town shall provide, during the term of this Agreement or any mutually-agreed upon extension thereof, a health insurance plan identical to the health insurance plan offered to other employees of the Town of Newport, except that any plan provided under this Agreement shall have equal or comparable coverage to the coverage provided under Blue Cross/Blue Shield Blue Choice.

AFSCME Local 3657 also recognizes that from time to time the managed care requirements of this policy may change in response to trends in the health care industry and/or new technologies. But that at no time during this Agreement, or any mutually-agreed-upon extent thereof, will the Town reduce the coverages and limitations of the non-managed care aspects of this policy without first negotiating the changes with the unit.

Any proposed changes to the managed care aspects of the policy will be discussed with unit members prior to implementing the change. The Town will provide training sessions and informational documents to unit members and their families as required.

If an employee is assessed a penalty for not complying with health insurance policy guidelines, the Town will argue on behalf of the employee against any such penalty assessed by Blue Cross/Blue Shield regardless of the reasons for penalty assessment.

In an effort to guard against Blue Cross/Blue Shield managed care penalty expenses, the employee agrees to inform all competent adults covered under

his/her policy about Blue Cross/Blue Shield Blue Choice requirements.

Unit members declining coverage under the Town health insurance policy for any year will receive a One Thousand Two Hundred Fifty (\$1,250) dollar payment the third pay period in July. In order to receive this payment, unit members must have other health insurance.

Section B

The Town shall pay 95% of the premium expense for a single membership. The Town shall pay 85% of the premium expense for a two person or family plan effective July 1, 2005.

Section C

During the term of this Agreement, the Town shall pay one hundred percent (100%) of the premium expenses for disability insurance.

AFSCME Local 3657 recognizes that from time to time insurance providers change or discontinue the extent and type of benefits available under particular policies and that insurance costs sometimes become excessive. If this occurs during the term of this Agreement, the Town may seek other insurance providers who provide similar benefits. The Town will advise AFSCME Local 3657 prior to changing insurance provider

Section D

The Town shall provide life insurance to bargaining unit employees to the next highest (\$1,000.00) of the bargaining unit employees base pay effective 7/1/94.

Section E

The Town shall provide dental insurance to bargaining unit members effective July 1, 1996. The Town will pay 100% of the premium expense of the NHMA Health Insurance Trust. Dental Program Option I. The Town will continue to pay 100% of the premium expense for individual unit members until the monthly premium cost reaches \$30.00 at which time the unit members will pay any additional cost. Unit members wishing to provide coverage for two or more family member plan will pay any additional cost. AFSCME Local 3657 recognizes that from time to time insurance providers change or discontinue the extent and type of benefits available under particular policies. If this occurs during the term of this Agreement, the Town may seek insurance providers or different policies by the original provider that provide similar benefits. The Town need only advise AFSCME Council 3657 of these changes prior to changing the policy or the providers.

Article XVI

Education Incentive/Tuition Assistance

Section A

Any bargaining unit member obtaining a degree related to criminal justice, social sciences, psychology, political science, human services, general studies, public, business administration or has military service shall be entitled to an adjustment to their annual wages in accordance with the following schedules:

Military	\$350.00 per year
Associate's Degree	\$300.00 per year
Bachelor's Degree	\$350.00 per year
Master's Degree	\$550.00 per year

Bargaining unit members are entitled to only one incentive bonus regardless of the number or level of degrees obtained.

Section B

Such adjustments shall not be considered to increase the base salary, but shall be considered as an educational incentive bonus over and above the base salary. The adjustment shall be made at such time as the approved degree has been certified to the Chief of Police and will be payable the second pay period of November.

Section C

The Town will assist bargaining unit members with tuition expenses for approved college courses in an amount not to exceed Seven Hundred Fifty (\$750.00) Dollars per fiscal year to a maximum of 4 unit members per year. To qualify for tuition assistance, the bargaining unit member should notify the Chief of Police between December 1-31st of the year preceeding the fiscal year during which the tuition assistance will be used. Tuition assistance funding is dependent upon final budget approval and, if appropriated, may be subject to budget line item transfers if a funding emergency exists. Tuition assistance funding requests made after the December 31st deadline will be reviewed and may be approved if adequate funding is available. Approved courses will be determined by the Town Manager on a case-by-case basis. Priority will be given to courses related to degrees listed in Section A. Bargaining unit members= requests will be reviewed for funding on a first-come first-served basis. When two members make a request at the same time, the member with the

in Section A. Bargaining unit members' requests will be reviewed for funding on a first-come first-served basis. When two members make a request at the same time, the member with the greatest seniority will receive first consideration. The Town will work with bargaining unit members taking a tuition-assisted course to schedule work assignments in a manner that helps facilitate the completion of the course. Some bargaining unit members may be required to accommodate other bargaining unit members course schedules by changing shifts or working overtime. The Chief has the discretion to fill vacant positions with regular or part-time officers. The employee must receive a GPA of 2.5 or higher to be eligible for tuition assistance reimbursement.

Article XVII WAGE PROPOSAL

STEP PLAN

Steps equal 18 months of service. The step date is determined from the date of appointment to current position/rank. Pay rate changes resulting from step increases will be effective in the first pay period starting after the step date. Management reserves the right to determine appropriate steps for new hires and promotions.

The step range was derived from calculating average low and high pay rates for each position in the unit from the 2006 Local Government Center's Wage, Salary & Benefits Survey, for communities ranging in population from 5,000-9,999 and 10,000 - 14,999. The range from the average low to high was then divided into 10 "steps", with a \$.50 pay differential between each step, for each position.

IMPLEMENTATION

On July 1, 2007 all unit members will be placed in their respective 18 month step as shown in Exhibit A. Unit members most current date of appointment will be used for the basis of the step date, and will not be affected by the July 1, 2007 step adjustments.

Between July 1, 2007 and June 30, 2008, Unit Members meeting their 18 month step date will be placed in their next higher step.

On July 1, 2008, all Unit Members will receive a 3% adjustment on their current rate. Also, pay rates for the steps in Exhibit A will be increased by 3%.

Between July 1, 2008 and June 30, 2009, Unit Members meeting their 18 month step date will be placed in their next higher step.

Article XVIII

Extended Service Incentive

The following amounts will be paid annually to all AFSCME Local 3657 members as an extended service incentive the first pay period of November:

Figures are based on years of employment with the Town of Newport:

<u>Length of Employment</u>	<u>Extended Service Incentive</u>
3-5 years	\$350.00
6-9 years	\$550.00
10-14 years	\$700.00
15-19 years	\$850.00
20-Retirement	\$1000.00

Article XIX

Future Commitments

In the second year of this contract, the Town and the Union will jointly conduct a salary survey.

In the second year of this contract, the Town and the Union will jointly study options for alternative health care coverage for unit members.

Article XX

Savings Clause

Should any Article, Section or portion thereof of this Agreement be in violation of a State law or be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specified Article, Section or portion thereof directly specified in the decision. Upon the issuance of such decision, the parties agree to negotiate a substitute for the invalid Article, Section or portion thereof.

Article XXI

Entire Agreement

The parties acknowledge that during the negotiations, which resulted in this Agreement, each had the unlimited right and 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 Town and the Union, for the duration of this Agreement, voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in 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 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 XXII

Duration

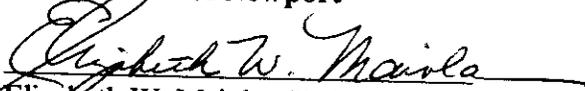
Section A

This Agreement shall be effective as of July 1, 2007 and shall continue in full force and effect until June 30, 2009, unless either party shall notify the other party in writing not later than one hundred and twenty (12) days prior to February of the next year that it desires to modify this Agreement per New Hampshire RSA 273-A.

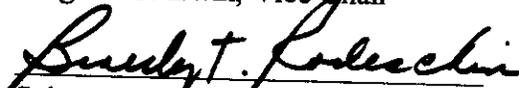
Section B

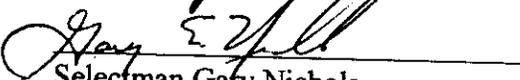
However, if the vote of a Town Meeting rejects or modifies cost items, either party may reopen negotiations on all or part of the entire contract.

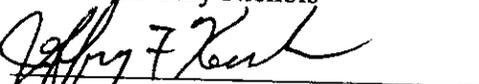
Town of Newport


Elizabeth W. Maiola, Chairman

Virginia O. Irwin, Vice Chair

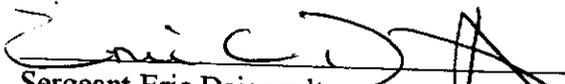

Selectman Beverly Rodeschin


Selectman Gary Nichols


Selectman Jeffrey Kessler

Newport Police Benevolent
Association, AFSCME Local 3657


Communication Spec. Kristal Rowe


Sergeant Eric Daignault


Patrolman Heather Shea-Clark

Staff Representative, AFSCME Council 937


Daniel P. O'Neill, Town Manager

POLICE UNION CONTRACT - PROPOSAL
EXHIBIT A

	1	2	3	4	5	6	7	8	9	10
Sergeant	20.78	21.28	21.78	22.28	22.78	23.28	23.78	24.28	24.78	25.28
Daignault							23.36			
Corporal	19.27	19.77	20.27	20.77	21.27	21.77	22.27	22.77	23.27	23.77
Russell				19.80						
Patrolman	16.97	17.47	17.97	18.47	18.97	19.47	19.97	20.47	20.97	21.47
Belisle						19.27				
McIeman	16.32									
Rowe		16.49								
Shea						17.66				
Zullo						19.10				
Beaudet						19.10				
Communications	14.07	14.57	15.07	15.57	16.07	16.57	17.07	17.57	18.07	18.57
Boutin		13.54								
Holmes	13.54									
Rowe			14.59							