



**WAGE AND WORKING
AGREEMENT**

BETWEEN

THE CITY OF SOMERSWORTH, NEW HAMPSHIRE

AND

SOMERSWORTH PUBLIC ADMINISTRATORS ASSOCIATION

July 1, 2008 to June 30, 2011

SOMERSWORTH PUBLIC ADMINISTRATORS ASSOCIATION
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WORKING AGREEMENT BETWEEN THE CITY OF SOMERSWORTH
AND
SOMERSWORTH PUBLIC ADMINISTRATORS ASSOCIATION

ARTICLE I RECOGNITION AND MANAGEMENT RIGHTS:

1.1 The City of Somersworth ("City") recognizes the Association as the exclusive representative of all permanent Management Association members (Association members) as outlined in the following classification:

Chief Assessor	City Clerk
City Engineer	Code Enforcement Officer
Recreation Director	Fire Chief
Library Director	City Planner
Police Chief	Welfare Director
Tax Collector	

And any later created positions with equivalent duties and responsibilities.

1.2 All present Association members covered by this agreement shall, as a condition of continued employment, become and remain members of the Association in good standing within fifteen (15) days after the signing of this Agreement. All future Association members covered by this Agreement who are hired on or after the effective date of this Agreement shall, as a condition of continued employment, become and remain members of the Association in good standing within ten (10) days after becoming permanent City employees. If an Association member does not join the Association a service charge in the amount comparable to the dues will be assessed.

The City agrees to deduct Association membership dues from the pay of those eligible Association members in the position classifications listed in Section 1.1. The amount to be deducted shall be certified to the City by the Treasurer of the Association and the aggregate deductions of all Association members shall be remitted, together with an itemized statement, to the Treasurer by the fifteenth (15) day of the succeeding month, after said deductions are made. This authorization shall be irrevocable during the term of this agreement. The Association agrees to hold the City harmless over any disputes about withholding.

1.3 The City retains all the rights and authority to manage and direct its Association members, except as otherwise specified in this agreement, the City Charter, Administrative Code, the City's Personnel Rules, and N.H. State Statutes.

Those inherent managerial functions, prerogatives and policy making rights, whether listed above or not, which the City has not expressly modified or restricted by a specific provision of this Agreement, are not in any way, directly or indirectly, subject to the grievance and arbitration procedures contained herein.

Disciplinary action against members of the unit shall not be arbitrary or capricious.

ARTICLE II NEGOTIATIONS:

2.1 The Association and the City agree to participate in collective negotiations in accordance with New Hampshire RSA 273-A.

Statement of Intent

On or before November 1st prior to the expiration of the Agreement, either parties may submit to the other written notice of its intention to renegotiate concerning salaries, hours and terms and conditions of employment as defined in RSA 273-A.

Meeting and Effort

The parties shall meet at reasonable times and places to negotiate in a good faith effort to reach agreement on all matters raised by either party. During such negotiations, the City representative and the Association representative will present relevant data, exchange points of view, and make proposals and counter proposals.

2.2 The Association will make its request for meetings directly to the City Manager or his/her designated representative. The City will make its requests for meeting to the Chairman of the Association or his/her designee. The parties shall fix a mutually convenient meeting date, such date to be within fourteen (14) days after the date of the request for meeting. Either party may declare impasse at any time during the negotiations.

2.3 Leave from daily responsibilities shall be granted to members of the Association's Negotiating Committee, not to exceed four (4) such members, who attend meetings between the City and the Association for the purpose of negotiating the terms of an agreement or participation in grievance hearings.

2.4 Any agreement reached shall be reduced to writing and be signed by the City and the Association. A copy of said Agreement shall be filed with the New Hampshire Public Employee Labor Relations Board within fourteen (14) days of the signing.

2.5 (Reserved)

ARTICLE III HOURS OF WORK:

3.1 The City recognizes that the Association is composed of salaried, professional members whose hours and methods of work are defined by the requirements of their respective positions. Specifically, members of the Association are expected to arrange work schedules and compensatory days off on a mutually agreeable basis with the City Manager.

ARTICLE IV LEAVE BENEFITS:

4.1	The following days shall be recognized and observed as paid holidays:
	New Year's Day
	President's Day
	Independence Day
	Veterans Day
	Day after Thanksgiving
	Martin Luther King Jr. Day
	Memorial Day (State Holiday)
	Labor Day
	Thanksgiving Day
	Christmas Day
	(2 days as posted on City calendar)

One (1) floating holiday in lieu of Fast Day.

When a holiday falls on a Sunday, the following Monday is observed as the holiday. When a holiday falls on a Saturday, the preceding Friday is observed as the holiday. Any Association Members required to work by the City Manager on a holiday will receive full pay for the time worked in addition to holiday pay for that day. No other payment will be made for holidays.

- 4.2 All permanent Association members shall be entitled to vacation leave, earned in increments of a whole day beginning with the first day of employment of the current continuous employment with the City, according to the following schedule:

<u>Years of Service</u>	<u>Days Per Year Earned</u>
6 months - 1 year	5 working days
at 1 year - 5 years	10 working days
at 5 years - 10 years	15 working days
at 10 years	15 working days plus one day per year of service over 10 years

Beginning January 1, 2002, the maximum number of vacation days an employee can earn in any year is 30 days. Those employees who exceed 30 days will be grandfathered and capped at the number of days received in calendar year 2001.

Members of the Association may accumulate a maximum of 30 days vacation leave. Members who earn in excess of 10 vacation days annually shall use a minimum of 10 days each year, and all members shall be required to use a minimum of 5 consecutive vacation days each year. No payments will be made by the City in lieu of vacation, but payment for accrued vacation leave will be made on termination of City service.

For members with over 10 years of service the maximum vacation accumulation will increase to 33 days. For employees with under 10 years of service, the City shall provide 2 personal days leave to be taken in the year given and under no circumstances will payment be made to the employee for these two unused personal days.

- 4.3 Members of the Association, as exempt managerial employees, shall not accumulate sick leave or bonuses for not using sick leave, but are allowed sufficient time off with pay to recover from temporary illness or injury. In the event of a prolonged illness, an individual determination of the member's employment status will be made by the City Manager in consultation with the member. The City shall be required to give 30-day notice of its intent to terminate the employment of any member during a prolonged illness. Association members shall be paid at their regular rate of pay while sick. Employment during illness shall continue for at least six months on this basis. In the event of illness such that the Association member will not be able to return to work, the City may terminate employment by paying the Association member the unused balance of the six months mentioned above. In the case that the City has provided disability insurance for the Association member, payments of such insurance, while an employee of the City, shall be assigned to the City.

- 4.4 Upon termination of employment for any reason, each member shall be compensated at the rate of one day for each six-month period worked without missing a day due to illness.

- 4.5 Job-Connected Injury. A salaried Association member absent for a day or more, due to a job-connected injury, shall receive his/her full salary for the first one hundred eighty (180) calendar days of said job-connected injury, provided that the Association

member returns any Worker's Compensation benefits to the City in return for receiving their salary. The amount of compensation received for the first one hundred eighty (180) days of the job-connected injury, will not be charged against the Association member's sick leave or vacation time. At the end of the first one hundred eighty (180) days, the City Manager shall at once order a complete physical and/or mental examination of said Association member by two (2) registered physicians, at City expense, if the report of their examination established the injury as one which will not permanently incapacitate said Association member, then the Association member shall continue to receive his/her full weekly salary for an additional one hundred eighty (180) calendar days.

If the injury is one which permanently incapacitates said Association member, application shall be made for retirement under the provisions of the New Hampshire Retirement Law and City Retirement Plan. The commencement of payment under the New Hampshire Retirement Law shall end the Association member's obligation for payment of vacation time and/or accumulated sick leave under this section.

- 4.6 At the discretion of the City Manager, a doctor's certificate may be required for absence due to illness in excess of three (3) days. If the City Manager has reasonable basis to believe or suspect an Association member has abused leave privileges, he/she may require a doctor's certificate for an illness of less than three (3) days.
- 4.7 In the event of an Association member's death, payment to the Association member's beneficiary shall be in accordance with Section 4.4 of this Agreement, whether the cause of death was job-related or not.
- 4.8 Emergency leave may be granted to members of the Association by the City Manager without loss of pay for the purpose of jury duty or if an Association member is subpoenaed to appear before a court, public body or commission and such other situations considered meritorious by the City Manager who shall certify allowance or disallowance of the emergency leave sought. Emergency leave shall be supplementary to and not in restriction of sick or annual leave as herein provided. Any fees received by the Association member during such paid emergency leave shall be returned to the City.
- 4.9 Military Leave. Association members who are on active reserve in any branch of the military service will be granted fifteen (15) working days to perform active military duty for reserve units at no loss in pay. Documentation of such leave shall be provided to the City Manager when requested.
- 4.10 Emergency Bereavement Leave. All Association members shall be entitled to emergency leave up to five (5) days without loss of pay for the death or grave illness in the family of a spouse, parent or child and up to three (3) days for the death of a grandparent, sibling or spouse's child. The family is to include a spouse, the Association member's children or spouse's children, grandmother, grandfather, mother, father, brother and sister of either the Association member or the Association member's spouse. Additional days leave with pay may be granted by the City Manager as appropriate and necessary.

ARTICLE V INSURANCE:

5.1 Health Insurance.

Effective the later of July 1, 2007 or the date of City Council approval of this agreement, the City shall reimburse an HMO-type plan as follows:

	08-09	09-10	10-11
1-Person	96%	94%	92%
2-Person	96%	94%	92%
Family	96%	94%	92%

The City, after providing twenty (20) calendar days advance written notice to the Union, may modify the plan, offer additional plans, change carriers, or convert to self-insurance. The insurance provided under this provision shall be comparable in benefits to the insurance presently provided under this Agreement.

- 5.2 Dental Insurance. Eligible full-time employees may participate in the Delta Dental Option 4A or other equivalent plan currently provided for employees and their families. The City will pay 100% of the premium for the individual employee. For 2-person and family coverage the employee will pay 20% of the monthly premium cost.
- 5.3 Workers Compensation. The City shall provide and maintain Workers Compensation Insurance coverage on each Association member covered by the Agreement as provided for under the State Statute.
- 5.4 All Association members shall be entitled to life insurance coverage in the amount of base salary and double indemnity for accidental death or dismemberment at no cost to the Association members.
- 5.5 Any Association member who was in the employment of the City on July 1, 1989 and who has worked for a period of twenty (20) consecutive years or more shall be entitled to elect to receive life insurance in the amount of their annual base salary and double indemnity for accidental death or dismemberment at no cost to the Association member and continued payment of this life insurance plan after their retirement in lieu of the life insurance in Section 5.3 above. Said election must be made in writing to the City Manager no more than thirty (30) days after this contract is signed.
- 5.6 The City will defend and indemnify employees covered by this agreement from claims arising from the lawful discharge of their official duties in the position they hold for the City.
- 5.7 Defense of Law Suits. The City shall indemnify and hold harmless any Association member covered by this Agreement from any and all losses, including reasonable attorney's fees of attorney(s) selected by the City and other expenses of defense, in connection with any claim, demand, action, suit, or judgment arising out of any act or omission of the Association member if, at the time of the act or omission, the Association member was acting within the scope of his/her employment of office.

ARTICLE VI LONGEVITY:

6.1 For Association members hired before July 1, 1993, the City shall pay, annually in the first full pay period in December, longevity to all Association members according to the following schedule:

- After 5 years of consecutive service = \$ 208.00
- After 10 years of consecutive service = 416.00
- After 15 years of consecutive service = 832.00
- After 20 years of consecutive service = 1,248.00
- After 25 years of consecutive service = 1,664.00

Part-time members will be prorated according to their work schedule.

Association members hired after July 1, 1993, are not eligible to receive this benefit.

ARTICLE VII RETIREMENT:

7.1 The City will provide a defined benefit retirement plan through the New Hampshire Retirement System.

ARTICLE VIII EDUCATIONAL:

8.1 The parties of this Agreement hereby acknowledge the importance and benefit of maintaining well-educated and capable employees.

8.2 Each Association member shall be entitled to course reimbursement by the City for courses taken that would provide for improved job performance. Prior approval by the City Manager is required, and the City may require an Association member to execute an agreement to remain in the employment of the City for a period of time following completion of a course for which the City pays all or part of the cost of training. The agreement will require the Association member to return the cost of the training to the City as liquidated damages for leaving City employment prior to the expiration of the agreement.

8.3 Educational Incentives. For Association members hired before July 1, 1993, the City agrees to provide the following educational incentives in addition to the Association member's regular annual salary. Only one incentive payment per Association member shall be allowed under this section.

- \$ 250.00 Professional Certification (See Appendix B)
- \$ 500.00 Associates Degree
- \$ 750.00 Bachelor's Degree
- \$ 1,000.00 Master's Degree

Payment in accordance with this article shall be made upon appropriate documentation being supplied by the Association member to the City Manager and will be paid annually thereafter.

Association members hired after July 1, 1993, are not eligible to receive this benefit.

ARTICLE IX TRAINING & TRAVEL:

9.1 All Association members shall be entitled to attend seminars and conferences at no expense to the member, subject to budgetary provisions.

- 9.2 Travel Expenses - Mileage. When authorized an Association member who utilizes a privately owned vehicle for official use on City business will be reimbursed at the current IRS rate per mile for actual miles traveled (odometer reading). The fare of all other means of transportation such as air travel, bus, etc., will be purchases by the City unless an emergency prevents the advance purchase in which case the Association member will be reimbursed for reasonable expenses.
- 9.3 Expenses. An Association member will be reimbursed for all reasonable expenses incurred while traveling on behalf of the City. An advance payment may be made for the estimated costs of meals and lodging. Within five (5) working days of returning from authorized travel, a report of expenses incurred with receipts must be submitted along with a trip report. Advance payment must be properly accounted for and any advances not properly accounted for returned to the City immediately.
- 9.4 Memberships in Associations. The City shall pay one hundred percent (100%) of the cost of Association members memberships in appropriate professional organizations, subject to budgetary provisions.

ARTICLE X GRIEVANCE PROCEDURE:

- 10.1 Grievance shall be defined as meaning disputes or disagreements arising out of the application or interpretation of the provisions of this agreement. Said grievances shall be processed in the following manner:

The aggrieved Association member, along with the Chairman of the Association or designee, if requested by the aggrieved member, shall first informally discuss the grievance with the City Manager. If the Association member is not satisfied with the informal opinion rendered by the City Manager, he/she may submit his/her grievance in writing setting forth the specific clause(s) of the agreement that are allegedly being violated, and the manner in which it is being violated for a formal decision from the City Manager. The City Manager shall render his/her decision in writing within fifteen (15) calendar days of his/her receipt of the grievance.

If the decision of the City Manager is not acceptable to the Association member, he/she may appeal to the New Hampshire Public Employee Labor Relations Board within ten (10) calendar days of his/her receipt of the City Manager's decision. The decision of the arbitrator shall be final and binding on both parties to this agreement. Provided that if the aggrieved Association member desires he/she may, within ten (10) calendar days of his/her receipt of the City Manager's decision, and before appealing to the New Hampshire Public Employee Labor Relations Board, request a meeting with the City Manager to attempt selection of a mutually acceptable arbitrator to hear the issues and render a final and binding decision. If a mutually acceptable arbitrator cannot be selected within five (5) calendar days of the initial selection meeting, the aggrieved Association member may appeal to the New Hampshire Public Employee Labor Relations Board as set forth in the first clause of this section within fifteen (15) calendar days of the initial selection meeting between the aggrieved Association member and the City Manager.

The cost of arbitration shall be borne equally by the Association and the City.

In choosing an arbitrator, the PELRB procedure shall be followed, unless waived by the aggrieved member and the City.

Either party may appeal the arbitrator's award in accordance with RSA 542.

If an Association member receives a letter in regards to disciplinary action it will be removed from his/her permanent record three (3) years after it's issuance. Notations of verbal warnings shall be removed after one year.

ARTICLE XI SAVINGS CLAUSE:

11.1 If any provision of this agreement shall be contrary to any law, such invalidity shall not affect the validity of the remaining provisions.

ARTICLE XII LENGTH OF CONTRACT:

12.1 This agreement shall be in full force and effect commencing July 1, 2004 unless otherwise provided specifically in any article hereof, and shall continue through June 30, 2007 and then from year to year unless otherwise provided in any section hereof.

ARTICLE XIII SALARIES:

13.1 Attached as Appendix A.

ARTICLE XIV COPIES:

14.1 All members, including new members shall be provided with a copy of this Agreement and all appendices at the City's expense. The City Manager shall comply with this provision no later than thirty (30) days after the signing of this contract. A copy of said agreement shall be filed with the New Hampshire Public Association member Labor Relations Board within fourteen (14) days of the signing.

ARTICLE XV AGREEMENT:

15.1 This Agreement constitutes the entire Agreement between the parties and no verbal statement shall supersede any of its provisions, provided that benefits presently received by members shall continue during the course of their employment unless specifically waived.

IN WITNESS WHEREOF, the parties hereto have caused their signatures to be affixed on the _____ day of June, 2004, as indicated by their duly authorized representatives,

CITY OF SOMERSWORTH

Robert Belmont
07-07-08

SOMERSWORTH PUBLIC ADMINISTRATORS ASSOCIATION

Dean Cram 7/3/08
Donald R. Messer
St. E. D. ... 7/7/08

COPY

Appendix A

SALARY SCHEDULE

Position	Grade
Chief Assessor	25
City Clerk	23
City Engineer	31
Code Enforcement Officer	23
Fire Chief	30
Library Director	25
Planner	25
Police Chief	31
Recreation Director	21
Tax Collector	23
Welfare Officer	21

Effective the later of July 1, 2008 or the date of City Council approval of this agreement, each employee shall receive a three percent (3.0%) across-the-board increase in salary.

Effective July 1, 2009, each employee shall receive a three percent (3.0%) across-the-board increase in salary.

Effective July 1, 2010, each employee shall receive a three percent (3.0%) across-the-board increase in salary.

Public Administrators Salary

Table

(effective July 1, 2007)

GRADE		MINIMUM	MAXIMUM
21	A	38,229.30	48,641.30
	W	735.18	953.41
22	A	40,109.26	51,680.07
	W	771.33	982.08
23	A	42,067.17	53,578.10
	W	808.98	1,030.35
24	A	44,141.99	56,171.45
	W	848.88	1,080.22
25	A	46,297.26	59,010.46
	W	890.33	1,134.82
26	A	48,568.62	61,362.92
	W	934.01	1,180.08

27	A	50,124.47	64,976.61
	W	963.93	1,249.55
28	A	53,464.63	68,104.63
	W	1,028.17	1,309.70
29	A	56,089.26	71,519.91
	W	1,078.64	1,375.38
30	A	58,830.01	74,532.02
	W	1,131.35	1,433.31
31	A	61,729.91	78,127.97
	W	1,187.10	1,502.46

**Public Administrators Salary
Table**

(effective July 1, 2008)

3% Increase

GRADE		MINIMUM	MAXIMUM
21	A	39,376.18	50,100.54
	W	757.24	982.01
22	A	41,312.54	53,230.47
	W	794.47	1,011.54
23	A	43,329.19	55,185.44
	W	833.25	1,061.26
24	A	45,466.25	57,856.59
	W	874.35	1,112.63
25	A	47,686.18	60,780.77
	W	917.04	1,168.86
26	A	50,025.68	63,203.81
	W	962.03	1,215.46
27	A	51,828.20	66,925.91
	W	992.85	1,287.04
28	A	55,068.57	70,147.77
	W	1,059.02	1,348.99
29	A	57,771.94	73,665.51
	W	1,111.00	1,416.64
30	A	60,594.91	76,767.98

	W	1,165.29	1,476.31
31	A	63,581.81	80,471.81
	W	1,222.71	1,547.53

Public Administrators Salary

Table

(effective July 1, 2009)

3% Increase

GRADE		MINIMUM	MAXIMUM
21	A	40,557.46	51,603.56
	W	779.95	1,011.47
22	A	42,551.91	54,827.39
	W	818.30	1,041.89
23	A	44,629.06	56,841.01
	W	858.25	1,093.10
24	A	46,830.24	59,592.29
	W	900.58	1,146.01
25	A	49,116.76	62,604.20
	W	944.55	1,203.93
26	A	51,526.45	65,099.92
	W	990.89	1,251.93
27	A	53,177.05	68,933.69
	W	1,022.63	1,325.65
28	A	56,720.63	72,252.20
	W	1,090.79	1,389.48
29	A	59,505.10	75,875.47
	W	1,144.33	1,459.14
30	A	62,412.76	79,071.02
	W	1,200.25	1,520.60
31	A	65,489.26	82,885.96
	W	1,259.39	1,593.96

Public Administrators Salary

Table

(effective July 1, 2010)

3% Increase

GRADE		MINIMUM	MAXIMUM
21	A	41,774.19	53,151.66
	W	803.35	1,041.82
22	A	43,828.47	56,472.21
	W	842.85	1,073.15
23	A	45,967.93	58,546.24
	W	883.99	1,125.89
24	A	48,235.14	61,380.06
	W	927.59	1,180.39
25	A	50,590.27	64,482.32
	W	972.89	1,240.06
26	A	53,072.24	67,052.92
	W	1,020.62	1,289.48
27	A	54,772.36	71,001.70
	W	1,053.31	1,365.42
28	A	58,422.24	74,419.77
	W	1,123.51	1,431.14
29	A	61,290.25	78,151.74
	W	1,178.66	1,502.91
30	A	64,285.14	81,443.15
	W	1,236.26	1,566.22
31	A	67,453.94	85,372.54
	W	1,297.18	1,641.78

Appendix B

LIST OF ACCEPTABLE PROFESSIONAL CERTIFICATES

The following certificates, a copy of which shall be filed with the City Manager, are acceptable professional certificates for the purposes of payment of educational incentives as provided in the body of this contract:

Certified Municipal Clerk/A&E

Certified New Hampshire Assessor

Certified New Hampshire Tax Collector