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WAGE AND WORKING AGREEMENT BETWEEN

THE CITY OF SOMERSWORTH

AND

THE SOMERSWORTH POLICE EMPLOYEES
NEW ENGLAND POLICE BENEVOLENT ASSOCIATION
LOCAL #19

From July 1, 2009
Expires June 30, 2010

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WAGE AND WORKING AGREEMENT BETWEEN THE CITY OF SOMERSWORTH AND THE SOMERSWORTH POLICE EMPLOYEES

An Agreement made between the Somersworth Police Employees, New England Police Benevolent Association Local #19, IUPA, AFL-CIO (hereinafter called the Union) and the City of Somersworth (hereinafter called the City).

ARTICLE I PURPOSE:

1.1 The objectives of this Agreement are the promotion of harmonious relations between the City, Union and members thereof, the establishment of an equitable and peaceful procedure for the resolution of differences arising between them concerning wages, hours and other conditions of employment other than managerial policy within the exclusive prerogative of the public employer as defined in RSA 273-A.

ARTICLE II RECOGNITION:

2.1 For the purposes of collective negotiations under RSA 273-A the City recognizes the Union as the exclusive representative of the following personnel: full time police officers through rank of sergeant; full time secretaries; dispatchers; parking enforcement personnel; special officers - "special" certified as public employee members pursuant to RSA 273-A.

2.2 The Union agrees to represent all such certified public employee members in the Somersworth Police designated above without discrimination and without regard to membership in the Union.

2.3 This Agreement covers both full and part time employees. Full time employees are those hired to work forty (40) or more hours per week and retained with the expectation of being employed for one year or more. Part time employees are hired to work less than forty (40) hours per week with the expectation of employment of one (1) year or more. Special Officers are considered to be part time employees for purposes of this Agreement.

ARTICLE III AGREEMENT:

3.1 If any provision of the Agreement is subsequently declared by legislative or judicial authority to be unlawful, unenforceable, or not in occurrence with applicable statutes, laws, ordinances and regulations of the United States of America and the State of New Hampshire all other provisions of the Agreement shall remain in full force and effect for the duration of this Agreement and the parties shall meet as soon as possible to agree on a substitute provision. However, if parties are unable to agree within ninety (90) days following commencement of the initial meeting, then the matter shall be postponed until contract negotiations are reopened.

3.2 The City or its agents shall not discriminate against any person with respect to promotion, assignment or any other matter because of race, creed, age, sex, Association Membership or activities and all persons covered by the terms of this Agreement shall receive equal and full protection thereunder.

3.3 The City, its agents, nor any other supervisory personnel shall not discriminate against or discharge any employee because he has filed or processed any dispute under

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the Agreement or instituted any proceedings under State or Federal Statute relating to wages, hours, or conditions of employment.

ARTICLE IV DISCIPLINARY ACTION:

4.1 All disciplinary action shall be kept in the employee's personnel file.

4.2 Oral warnings shall be removed from the employee file and destroyed two (2) years after the action was taken, and other disciplinary actions four (4) years after the action was taken provided that no similar infraction has taken place during the intervening period.

4.3 No employee shall be disciplined without just cause.

ARTICLE V DISPUTE PROCEDURE:

5.1 A grievance is defined as a claim or dispute arising out of the application or interpretation of an express provision of this agreement. Prior to the institution of the formal grievance procedure, any employee who believes to have been aggrieved must attempt to informally resolve the matter with the Chief or the Chiefs Designee. The employee shall not be prohibited from being accompanied by a union representative if the employee desires. If the grievance cannot be resolved informally the following procedure shall be utilized or such grievance shall be deemed waived.

5.2 STEP 1: An employee having a grievance must submit the grievance in writing to his/her Department Head within seven (7) work days of the event giving rise to the grievance or the date the employee could reasonably have been first made aware of the event. The Department Head shall file his/her answer within seven (7) work days in writing from the date he/she receives notice of the grievance.

5.3 STEP 2: If the grievant or the Union disagree with the decision of the Department Head, the grievance may be submitted to the City Manager within ten (10) days. The City Manager shall have ten (10) work days to render his decision.

5.4 STEP 3: If the Union is not satisfied with the decision of the grievance by the City Manager, or if no decision has been rendered within ten (10) work days, the Union may submit in writing a request to the Public Employees Labor Relations Board for the appointment of an arbitrator to resolve said grievance. If the Union fails to submit such written request for the appointment of an arbitrator within said twenty (20) work days of the original date the City Manager received the grievance, the grievance shall be deemed abandoned and no further action shall be taken with respect to such grievance.

5.5 The arbitrator shall not have the power to add, ignore, or modify any of the terms and conditions of this agreement.

5.6 The decision of the arbitrator shall be final and binding upon the parties as to the matter in dispute. The arbitrator's award may be appealed by either party in accordance with RSA 542.

5.7 The expense of the arbitrator shall be shared equally by the parties. Each party shall make arrangements for, and pay the expense of, any witnesses who are not City employees who are called by them.

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5.8 If said grievance is not processed within the time limits set forth in sections 5.2, 5.3, and 5.4, the matter shall be dismissed and no further action shall be taken with respect to such grievance.

5.9 Time limits may be extended or by-passed by mutual agreement of the parties.

ARTICLE VI CONTINUITY OF OPERATIONS:

6.1 Both parties recognize the desirability of continuous and uninterrupted operation of the police services throughout the year, and the avoidance of disputes which threaten to interfere with such operations. The Union, in consideration of this Agreement and its terms and conditions shall not engage in or condone any strike, work stoppage or other concerted refusal to perform any assignments on the part of any employee(s) represented herein, nor shall the City sponsor any lockouts.

ARTICLE VII MANAGEMENT RIGHTS:

7.1 The City and the Union understand that neither the City nor the Chief of Police may lawfully delegate to the Union 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. Without limiting the preceding, matters regarding the policies and practices of the city as established by ordinance or regulation relating to merit/incentive systems, recruitment, examination, appointment or advancement, under conditions of political neutrality and based upon principles or merit and competence, shall not be subjects of bargaining under the Agreement.

ARTICLE VIII COMPENSATION:

8.1 The compensation schedule for employees of the Somersworth Police Department covered by this Agreement is set forth in Appendix A attached hereto and made a part hereof.

8.2 The City agrees to include when requested by the employee, a deduction from the employee's paycheck for union dues so long as each employee requesting said deduction does so in writing, signing said request and indicating the amount to be deducted.

8.3 Deductions made in accordance with Section C shall be forwarded on a weekly basis to the Treasurer, Somersworth Police Union, c/o Somersworth Police Department, Somersworth, New Hampshire.

ARTICLE IX HOURS OF WORK - OVERTIME:

9.1 The regularly-scheduled shift shall be for eight (8) hours, which will include a twenty (20) minute lunch break, and two (2) ten (10) minute coffee breaks per shift. For purposes of scheduling, the workday will begin at 2300 hours and end at 2300 hours the following day. The work week will begin on Saturday at 2300 hours and end the following Saturday at 2300 hours. As soon as practicable following the approval of this Agreement, a shift bidding process will be implemented as described in Appendix B to the Agreement.

9.2 All authorized duty in excess of the employees regularly scheduled eight (8) hours of work per day shall be compensated for at the rate of time and one-half (1 1/2) the employee's regular hourly pay, with the exception of employees who have used forty (40) or more hours of sick leave in the calendar year. Management is allowed to assign shifts in this manner as needed up to eight times in a calendar year at straight

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time pay, provided there is an eight hour break between shifts and the second shift is a new workday. Any change in shift assignments over eight occurrences which require any employee to return to work within any 24 hour period will result in that shift being paid at the employee's overtime rate. Employees who have used forty (40) or more hours of sick leave in a calendar year shall not be compensated at time and one-half (1 1/2) for duty in excess of the employees regularly scheduled eight (8) hours in any work week in which sick leave is taken, unless the employee has worked sufficient hours to replace the sick leave hours used in that work week. Said sick leave exception to the overtime provision shall become effective January 1, 2001.

9.3 Overtime shall not include swapped hours of duty between individuals, nor shall it include private duty police services. Union members shall have the right to exchange shifts with other members of equal rank, subject to review and approval of the Chief, which approval shall not be unreasonably withheld.

9.4 Any employee called back to work outside of the employee's regularly scheduled working hours, after leaving the work premises, shall be paid at the time-and-one-half rate for a minimum of three (3) hours, except in instances where the employee is coming in to perform authorized scheduled overtime, in which case the employee will be paid time and one-half the employee's regular hourly rate of pay for hours worked.

9.5 Employees required to assume the duties of higher rank shall be compensated for it at the rate of the rank they are assigned, provided they occupy that position for ten (10) consecutive work days.

9.6 At the option of the Department and with the consent of the employee compensatory time off may be used in lieu of overtime wages.

9.7 The parties to this Agreement recognize the value of continuing education in law enforcement for full time police officers. The Department shall provide at no cost to the employee training programs or equivalent law enforcement training offered by the NH Police Training and Standards Institute or other accredited training agencies. Subject to budget considerations all sworn officers shall be expected to attend at least two (2) training sessions per year but, in any event, each full time officer shall complete at least eight (8) hours of such programs each year.

ARTICLE X HOLIDAYS:

10.1 All full time employees shall be granted twelve (12) paid holidays per year at the convenience of the Department. As an alternative, an employee may elect to be paid at straight time rates for up to twelve (12) holidays; the election to be paid rather than to take the holidays is to be made no later than the first pay period in December.

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ARTICLE XI SICK LEAVE AND WORK CONNECTED INJURIES:

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

11.2 Sick leave without loss of pay shall be granted at the rate of one and one quarter (1 1/4) days per month of service, with maximum accumulation of one hundred twenty (120) days.

11.3 When a full time employee has three (3) years or more of service and terminates his employment with the Police Department other than for discharge for cause or is promoted outside the bargaining unit, he shall be compensated at his rate of pay at termination or promotion for 60% of accumulated sick leave or seventy-two (72) days, whichever is less.

11.4 After a certified public employee has accumulated eighteen (18) days of sick leave, he/she shall receive one (1) personal day for every four (4) months without use of a sick day or part thereof, which day shall be taken at the discretion of the Chief of Police. These personal days shall not be compensated upon separation.

11.5 At the discretion of the Chief of Police, a doctor's certificate may be required for absence due to illness in excess of three (3) days. If the Chief has reasonable basis to believe or suspect an employee has abused sick leave privileges, he may require a doctor's certificate for an illness of less than three (3) days.

11.6 An employee will be entitled to continue at full salary status for the first one hundred eighty (180) days after a work related injury, unless it is determined that there is no possibility that the individual will return to work. During the one hundred eighty (180) day period, the city shall pay the difference between the workers' compensation payment and the employee's regular base bay.

ARTICLE XII VACATIONS:

12.1 Definitions.

A. "Vacation Week" means five (5) work days as they occur in a normal calendar week of employment with the Somersworth Police Department.

B. "Vacation Day" means one (1) work day as it occurs in a normal calendar day of employment with the Somersworth Police Department.

C. "Seniority" means the number of years of continuous service with the Somersworth Police Department.

12.2 Permanent members of the Somersworth Department are eligible for the following schedule of vacation weeks/days.

Two (2) vacation weeks after one (1) year employment. (This accrual rate change is effective January 1, 2004.)
Two and one-half (2½) vacation weeks after five (5) years employment.
Fifteen (15) vacation days after seven (7) years employment.
Sixteen (16) vacation days after eight (8) years employment.
Seventeen (17) vacation days after nine (9) years employment.
Eighteen (18) vacation days after eleven (11) years employment.
Nineteen (19) vacation days after thirteen (13) years employment.
Twenty (20) vacation days after fifteen (15) years employment.
One (1) additional vacation day for each additional year of service up to

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twenty-five (25) days.

12.3 Vacation shall be arranged by seniority. The employee shall give the Chief at least thirty (30) days advance notice of his desire to utilize a specific date for his/her vacation which is subject to approval of the Chief of Police.

Vacation shall be taken in the year following the year earned. An employee with two weeks or more vacation shall take at least five (5) of those days consecutively unless special circumstances prevail. Vacations beyond that may be taken in increments of less than one (1) week and request for such time shall not be unreasonably withheld.

Employees shall be entitled to receive accrued vacation on termination.

ARTICLE XIII LONGEVITY:

13.1 For employees hired before March 1, 1994, the City shall pay, annually in the first full pay period in December, longevity to all eligible employees 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	624.00
After 20 years of consecutive service	832.00

Employees hired after March 1, 1994, are not eligible to receive this benefit.

ARTICLE XIV INSURANCE:

14.1 Article 14.1: Health Insurance

Effective July 1, 2007, the City shall reimburse an HMO-type plan as follows:

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	07-08	08-09	09-10
1-Person	97%	96%	94%
2-Person	97%	96%	94%
Family	97%	96%	94%

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.

Effective July 1, 2007, the City will make a one-time payment of two hundred fifty dollars ($250.00) to flexible medical reimbursement account of each bargaining unit member who establishes such an account under the auspices of the City prior to July 1, 2007.

14.2 Article 14.2: 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 that individual employee. For 2-person and family coverage the employee will pay 20% of the monthly premium cost.

ARTICLE XV FALSE ARREST INSURANCE:

15.1 The City shall provide a "false arrest" insurance plan in the amount of $100,000/$300,000 insuring liability protection arising out of the reasonable performance of an employee's duties.

ARTICLE XVI SPECIAL LEAVE:

16.1 Death.

A. Employees shall be granted from one (1) to five (5) days of non-cumulative leave of absence annually with full pay in the event of death in his/her immediate family based upon the following schedule:
   - Five (5) days for death of spouse or child
   - Three (3) days for death of mother/father or brother/sister
   - Two (2) days for mother/father-in-law
   - One (1) day for grandparent

B. The Chief of Police may, at his discretion, extend the one (1) or two (2) day leave period to a three (3) day leave period where the needs and circumstances of the employee and of the Department warrant such action.

C. In the event an employee can justify the need for emergency leave the shift commander on duty will have the authority to grant such a request, and approval shall not be unreasonably withheld.

16.2 Military.

Any full time employee who is on active reserve in any branch of the military service will be granted two (2) weeks' leave of absence per year without loss of pay provided the employee pays over to the City of Somersworth all military pay earned as a result of the two (2) weeks absence. Military leave will not apply to special officers or part time members of the Somersworth Police Department. The City observes the Uniformed Services Employment and Reemployment Act (USSERA) by guaranteeing the rights of City employees called into military

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service, including members of the National Guard and Reserves, to return to their City positions without any loss of seniority, status, pay level or benefits levels.

ARTICLE XVII CLOTHING ALLOWANCE AND MAINTENANCE:

17.1 The City shall provide such uniforms and equipment and replacement thereof as may be needed by each employee at no cost to the employee.

17.2 A laundry credit in the amount of $200 per full time employee per year may be used for the purpose of charging costs of cleaning Police Department required clothing. A credit in the amount of $100.00 per part-time employee may be used.

17.3 A clothing allowance of $300 per year will be provided to employees holding the assigned positions of prosecutor, school resource officer and detective. Employees shall be reimbursed upon submitting receipts to the City.

ARTICLE XVIII EDUCATIONAL INCENTIVES:

18.1 Commencing January 1, 1980, the City agrees to provide the following educational incentives in addition to the employee's regular annual salary for full time sworn police employee(s) who complete college level courses resulting in an accredited college conferring an Associate's Degree, Masters Degree, Bachelor's Degree or accumulated credits towards the Bachelor's Degree in the fields of criminal justice, criminal administration, police science, or the equivalent in curriculum content. The educational payment shall be:

A. Associates Degree or completion of 50% of the requirements towards a Bachelor's Degree in one of the fields as noted in Section A of this article - $350.
B. Bachelor's Degree - $625.
C. Masters Degree - $900.

These stipends are not cumulative.

18.2 Payment in accordance with this article shall be made upon appropriate documentation being supplied by the employee to the Chief of Police, approved by the City, and annually thereafter.

ARTICLE XIX EDUCATIONAL REIMBURSEMENT

19.1 Educational Reimbursement – Employee shall receive 50% tuition reimbursement for any accredited college course toward a job related degree program approved by the Chief of Police, upon satisfactory evidence with having attained a passing grade of C or better. [B or better for Masters Degrees].

A maximum of $2,000 per employee per contract year will apply to employees covered by this agreement up to six thousand dollar ($6,000) aggregate for the fiscal year.

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ARTICLE XX OUTSIDE DETAILS/PRIVATE DUTY ASSIGNMENTS:

20.1 For "private duty" work assigned through the Police Department, but not paid out of the police budget, the employee shall be paid at the hourly overtime rate for Step 5 Sergeant with a minimum of four (4) hours.

20.2 "Private duty" assignments shall be offered in the first instance, when reasonable to do so, to full time officers; special officers shall be offered such duty only in the event that full time officers are not available for the assignments.

20.3 Police personnel other than full time police officers working outside details will receive the first year patrolmen's overtime rate.

20.4 "Private duty" work on Thanksgiving, Christmas Eve, New Year's Eve, will pay the employee double-time instead of time-and-one-half.

ARTICLE XXI MISCELLANEOUS:

21.1 The parties to this Agreement shall cooperate in the enforcement of Safety Rules and Regulations.

21.2 All new employees shall serve a probationary period of one (1) year. During this time he/she will have no seniority rights. However, upon completion of his/her probationary status, the one (1) year served shall count as a portion of his/her seniority, and this shall apply to any new employee hired prior to this Agreement.

21.3 The City shall furnish the Police Department with such equipment as is necessary to perform with a reasonable amount of safety and efficiency.

21.4 School crossing guards scheduled for school crossing guard duty on days when school is canceled due to storms or other occurrences of nature shall be paid a minimum of two (2) hours for that day.

21.5 A seniority list will be posted at the police station.

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ARTICLE XXII DURATION AND RENEWAL:

22.1 The provisions of this Agreement will be effective July 1, 2009 and will expire June 30, 2010.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE SIGNED BY THEIR RESPECTIVE NEGOTIATING COMMITTEES THIS 11 DAY OF June 2009

SOMERSWORTH POLICE EMPLOYEES, NEBPA LOCAL #19

John Kelley, Local #19 Rep

CITY OF SOMERSWORTH

Robert M. Belmore, City Manager

Negotiating Team

_____ _____

_____ _____

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APPENDIX A
Compensation

Effective on the date of City Council approval, the compensation schedule shall be increased by one percent (1.0%) as outlined below.

Upon Council Approval								
Title	Grade	Hire	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Sergeant	23	21.30	22.19	23.02	23.96	24.92	25.89	26.92
Detective	22	20.32	21.13	21.92	22.87	23.66	24.57	25.56
Police Officer	20	18.50	19.17	19.99	20.74	21.60	22.42	23.32
Sp Police Officer / Secretary II	16	15.29	15.84	16.46	17.10	17.80	18.50	19.24
Dispatcher	15	14.56	15.12	15.72	16.33	16.94	17.66	18.37
Parking Enforcement	12	12.55	13.03	13.55	14.08	14.66	15.20	15.81
	11	12.02	12.46	12.98	13.47	14.02	14.54	15.13

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APPENDIX B
Shift Bidding

The selection process for shift bidding will be based on seniority. The shift selection will be submitted, no later than forty five (45) days before the start of the next shift cycle. This shift selection will be for a period of 1 year. The senior most Officer/Dispatcher shall be notified that they have three days to declare their shift choice. Once this selection has been made the next senior Officer/Dispatcher shall make the selection in the same manner, this will continue until all Officers/Dispatchers have declared their shift assignments.

All selections will be from the remaining shifts available. Sergeants will select from the supervisor shift in the same manner as described above. Management as required will assign probationary employees to shifts as needed. Probationary employees shall be assigned to shifts by management prior to the shift selection process.

Failure of anyone to declare their selection timely under the timeline specified will result in management having the choice of assignments for that person(s). Shift assignments will run quarterly (twelve (12) weeks).

The members selected shift will not exceed two (2) rotations. The third rotation will be assigned by management. The cycle will then repeat itself for the remaining nine (9) months, with two (2) rotations being picked by employees and the third (3rd) rotation assigned by management. Management assignments for the third rotation will be provided to the Union by the beginning of the second rotation in each particular three-rotation cycle.

Special Circumstances: Management reserves the right to adjust any member's shift temporarily to accommodate department needs. This will include, but not be limited to, coverage of an extended absence relating to vacation, schooling, termination of employment, injury, illness or pregnancy. This temporary change will be completed with the least impact to members and maintaining preference towards seniority.

In the event that the Union President questions this change the matter may be brought to The Chief of Police for a final decision. The Chief's decision shall not be grievable. Prior to December 31, 2008, the Chief will meet with the Union Leadership to assess the effectiveness of the alternate schedule regarding morale, law enforcement, work-related injuries, costs to the City for leave and overtime, and other relevant factors. By December 31, 2008, the Chief in his/her sole discretion may elect to revert to a schedule assigned by management.

Excluding employees: Shift bidding will not apply to Detectives, Secretaries, Prosecutor, Parking Enforcement, Animal Control Officer, Field Training Officers assigned to active Field Training, School Resource Officer or any other specialized assignment.