SEP 28 2011
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WAGE AND WORKING AGREEMENT

BETWEEN

THE CITY OF SOMERSWORTH, NEW HAMPSHIRE

AND

SOMERSWORTH PUBLIC ADMINISTRATORS ASSOCIATION

July 1, 2011 to June 30, 2012

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	Martin Luther King Jr. Day
President's Day	Memorial Day (State Holiday)
Independence Day	Labor Day
Veterans Day	Thanksgiving Day
Day after Thanksgiving	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:

Years of Service	Days Per Year Earned
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 grand fathered 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 12 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.

Members of the bargaining unit may earn one additional personal day for receiving a positive Employee Performance Evaluation. A positive evaluation shall be one in which the member shall meet expectations (in all applicable categories) and exceed expectations in at least one category. No personal day shall be earned if an employee receives any "below expectations" grade in any category. All members shall earn a personal day in any year an Employee Personnel Evaluation is not conducted by the City. The personal day shall be used in the year given and under no circumstances will payment be made to the employee for this unused personal day.

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.

4.11 FAMILY AND MEDICAL LEAVE POLICY

General Provisions: Under the Family and Medical Leave Act ("FMLA"), eligible employees may take up to 12 weeks of unpaid family/medical leave within a 12-month period and be reinstated to the same or an equivalent position upon their return to work. To be eligible for FMLA leave, you must:

- Have worked for the City for at least 12 months; and
- Worked at least 1,250 hours during the 12 months prior to the leave; and
- Work at a worksite where the City employs 50 or more employees within a 75 mile radius.

Eligible employees may take FMLA leave for any of the following reasons:

(A) the birth of a child and in order to care for the child (leave must be taken within 12 months of the birth of the child);

(B) the placement of a child with you for adoption or foster care and in order to care for the child (leave must be taken within 12 months of the adoption or placement);

(C) a serious health condition of your parent, spouse, minor child, or adult child when the adult child is not capable of self care and the employee is needed for such care; or

(D) your own serious health condition that renders you unable to perform your job.

(E) for qualifying exigencies arising out of the fact that the employee's spouse, son, daughter, or parent is on active duty or call to active duty status as a member of the National Guard or Reserves in support of a contingency operation.

Tracking Your Leave: If you request any time away from work that qualifies under the FMLA, the City may designate the leave as FMLA leave by providing you with written notice of the FMLA leave.

As stated above, an eligible employee is entitled to a total of twelve (12) workweeks of leave during any twelve (12) month period. That twelve (12) month period is defined as a "rolling" twelve (12) month period measured backward from the date an employee begins an FMLA leave. In other words, the number of weeks an employee has available upon the beginning of a FMLA leave will be twelve (12) weeks less the number of FMLA leave weeks taken in the twelve (12) month period prior to the beginning of the current FMLA leave (the "Available Leave Weeks"). For example, if an employee used four weeks beginning February 1, 2005, four weeks beginning June 1, 2005, and four weeks

beginning December 1, 2005, the employee would not be entitled to any additional leave until February 1, 2006. Beginning on February 1, 2006, the employee would be entitled to four weeks of leave, on June 1, 2006, the employee would be entitled to four additional weeks, and so on.

FMLA leaves for the birth or placement for adoption or foster care of a child, as described in paragraphs A and B above, must be taken all at once unless otherwise agreed to by the City. If medically necessary, FMLA leaves due to illness as described in paragraphs C and D above may be taken on an intermittent or reduced leave schedule, as described in more detail below.

Intermittent and Reduced Schedule Leave: Leave due to a serious health condition may be taken intermittently (in separate blocks of time due to a single health condition) or on a reduced leave schedule (reducing the usual number of hours you work per workweek or workday) if medically necessary. While you are on intermittent or reduced schedule FMLA leave, the City may temporarily transfer you to an available alternate position that better accommodates your recurring leave and that has equivalent pay and benefits.

Employees taking intermittent or reduced schedule leave will be paid for the time they work, and the leave time away from work will be unpaid unless the employee is eligible to receive workers' compensation, short-term disability, or other benefits for time not worked. If you are a salaried employee, the City will adjust your salary based on the amount of time actually worked.

Status of Employee Benefits During Leave: You are required to use any accrued, unused vacation time during FMLA leave unless the leave is otherwise paid through workers' compensation benefits, short or long term disability benefits, or other benefits.

While on FMLA leave, you may continue to participate in the City's group health insurance in the same manner as employees not on FMLA leave. In the event of unpaid FMLA leave, you must make arrangements with Finance Department to continue making your employee contribution to the insurance premium while out on leave. Your health insurance coverage may be cancelled if the premium payment is more than 30 days late.

If your health insurance premium payment is late and the City, at its option, chooses to pay your portion of the premium, the City may recover that amount from you. In addition, if an FMLA leave is unpaid and you elect not to return to work upon the completion of the leave, the City may require you to reimburse it for the employer portion of the insurance premiums paid during the leave, unless you are unable to return to work because of the continuation, recurrence, or onset of your own serious health condition or that of a family member that would otherwise entitle you to FMLA leave, or other circumstances beyond your control.

If the FMLA leave is for a condition that is covered under the City's short or long term disability insurance, covered employees may apply for benefit coverage.

Benefit entitlements based on length of service will be preserved at the level earned as of the commencement of the leave, but will not accrue further during the leave period. For example, an employee on leave will not accrue vacation time or seniority.

Requesting Leave: If your need for leave is foreseeable such as for the birth of a child or planned medical treatment, you must give your supervisor or City Manager at least 30 days' prior written notice. In cases of planned medical treatment, please make efforts to schedule the treatment to avoid disrupting the City's operations.

If the need for leave is not foreseeable, you must give notice to your supervisor or City Manager as soon as practicable (within 1 or 2 business days of learning your need for leave). Failure to provide such notice may be grounds for delaying the leave. If you are not able to notify the City of the need for leave personally because of illness, you should ask someone else to call on your behalf.

Medical Certifications: If you are on leave because of your own or a covered family member's serious health condition, the appropriate health care provider must supply a medical certification. Please obtain a medical certification form from the Finance Department for the health care provider to use. If possible, you should provide the medical certification before your leave begins. If that is not possible, you must provide the medical certification within 15 days of beginning your leave. If you do not provide the required medical certification in a timely manner, your leave may be delayed. If certification is not provided at all, the City will not be able to determine whether you are eligible for FMLA leave and your leave will be denied.

The City, at its expense, may require an examination by a second health care provider designated by the City. If the second health care provider's opinion conflicts with the original medical certification, the City, at its expense, may require a third health care provider agreed upon by the employee and the City to conduct an examination and provide a final and binding opinion.

The City may also require subsequent medical recertification. Failure to provide requested recertifications within 15 days may result in delay of further leave.

Reporting While on Leave: If you take leave because of your own serious health condition or to care for a covered family member with a serious health condition, you must contact your supervisor or the City Manager on a regular basis to provide updates about the status of the medical condition and your intention to return to work. In addition, you must give notice as soon as practicable (within two business days if feasible) if the dates of leave change or are extended or initially were unknown.

No Work While On Leave: The taking of another job (including self-employment) while on FMLA leave or any other authorized leave may lead to disciplinary action, up to and including termination of employment.

Returning To Work: At the end of an authorized FMLA leave, the employee will be reinstated to his or her original position or an equivalent position. However, certain highly compensated employees or "key employees" may be denied restoration to their

prior or equivalent position if keeping the job open for the employee would result in substantial economic injury to the City. Key employees are those employees who are among the highest paid ten percent of employees within 75 miles of the worksite.

If you take leave because of your own serious health condition, you will not be reinstated until you provide a fitness for duty certificate from your health care provider confirming that you are medical able to resume work. The return-to-work medical certification forms are available from your supervisor or the City Manager.

Coordination with Maternity Leave: As stated in our Maternity Leave Policy, the City provides female employees with a leave of absence for the period of temporary physical disability resulting from pregnancy, childbirth, and related medical conditions. An Employee is eligible for maternity leave even if she has worked for the City for less than twelve (12) months or less than twelve hundred and fifty (1250) hours in the prior twelve (12) months. A maternity leave begins when an employee is medically determined to be disabled and ends when medically determined to be able to return to work.

Maternity disability will be treated in the same manner as a type D FMLA leave of absence. However, maternity leaves are not limited by any measure other than the period of medical disability. If a maternity disability is for the number of available FMLA leave weeks or less, the employee will be reinstated in accordance with this policy. If a maternity disability exceeds the available FMLA leave weeks, the employee will be reinstated unless business necessity makes reinstatement impossible or unreasonable.

An employee who uses less than the Available Leave Weeks for type D leave for maternity may take additional type A FMLA leave after the end of the disability period for a period not to exceed the Available Leave Weeks.

Coordination with Other City Policies; Reference to FMLA and Federal Regulations: In the event of any conflicts between this policy and other City policies, the provisions of this policy will govern. The FMLA and the FMLA regulations issued by the U.S. Department of Labor contain many limitations and qualifications that are not stated in this policy. The City reserves the right to apply the terms of the FMLA and the FMLA regulations to any individual circumstances.

ARTICLE V INSURANCE:

5.1 Health Insurance.

Effective the later of July 1, 2011 the City shall reimburse an HMO-type plan as follows:

	11-12
1-Person	90%
2-Person	90%
Family	90%

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, 2011, the recommendations of the City-wide Heath Insurance Committee will be incorporated into 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 with pay 20% of the monthly premium cost.

5.3 Effective July 1, 2011, the recommendations of the City-wide Health Insurance Committee will be incorporated into this agreement.

A. The City will offer a new optional HMO health insurance plan (Matthew Thornton) with higher co-pays and deductibles.

B. Employees who provide proof of other existing health insurance will be eligible for an annual buy-out of one thousand seven hundred and fifty dollars ($1,750.00), payable weekly.

C. The City will upgrade the dental insurance program with limited coverage for crowns, bridges and dependent orthodontics.

5.4 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.

5.5 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.

5.6 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.

5.7 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.

5.8 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, 2011 unless otherwise provided specifically in any article hereof, and shall continue through June 30, 2012 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 July, 2011, as indicated by their duly authorized representatives,

CITY OF SOMERSWORTH	SOMERSWORTH PUBLIC ADMINISTRATORS ASSOCIATION
_____	_____
_____	_____
_____	_____

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 July 1, 2011, each employee shall receive a one percent (1.0%) across-the-board increase in salary.

Public Administrators
Salary Table
(effective July 1, 2011)
1% Increase

GRADE		MINIMUM	MAXIMUM
21	A	42,191.93	53,683.18
	W	811.38	1,052.24
22	A	44,266.76	57,036.93
	W	851.28	1,083.88
23	A	46,427.61	59,131.70
	W	892.83	1,137.15
24	A	48,717.50	61,993.86
	W	936.87	1,192.19
25	A	51,096.17	65,127.15
	W	982.62	1,252.45
26	A	53,602.96	67,723.45
	W	1,030.82	1,302.38
27	A	55,320.09	71,711.71
	W	1,063.85	1,379.07
28	A	59,006.47	75,163.97
	W	1,134.74	1,445.46
29	A	61,903.15	78,933.25
	W	1,190.45	1,517.94
30	A	64,927.99	82,257.58
	W	1,248.62	1,581.88
31	A	68,128.48	86,226.27
	W	1,310.15	1,658.20

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/AAE

Certified New Hampshire Assessor

Certified New Hampshire Tax Collector

4829-8840-0138, v. 1