

WAGE AND WORKING AGREEMENT BETWEEN
THE CITY OF SOMERSWORTH
AND
THE SOMERSWORTH POLICE EMPLOYEES
NEW ENGLAND POLICE BENEVOLENT ASSOCIATION
LOCAL #19

From July 1, 2023

Expires June 30, 2026

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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; and crossing guard.
- 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.

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 or any other characteristic protected by applicable law. 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 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.
- 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 of 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 8.2 shall be forwarded on a weekly basis to the NEPBA on behalf of the Somersworth Police Union.
- 8.4 When assigned as a Field Training Officer and/or an instructor for Firearms, Defensive Tactics, Taser or OC Pepper Spray, an employee will receive a premium of \$1.00/hour, not to be pyramided.
- 8.5 Master Police Officer or Detective
To receive the designation of Master Police Officer or Detective the following criteria must be met:
- A. The Police Officer or Detective must have completed ten (10) years of consecutive service as a full-time certified police officer in the State of New Hampshire, seven (7) of which must have been with the Somersworth Police Department as a full-time police officer.
 - B. Detectives must be off probation prior to making application for the designation.
 - C. The Police Officer or Detective must have met all the standards for Police Officer or Detective as mandated by the Somersworth Police Department Rules and Regulations and all General Orders of the Department.
 - D. The Police Officer or Detective will have maintained a level of satisfactory attendance at Departmental training sessions.

- E. The Police Officer or Detective will not have any warnings or disciplinary action in their personnel file for the last twenty-four (24) months. A Police Officer or Detective with warnings or disciplinary action in their personnel file may petition the Chief for a waiver of this time period.

Master Police Officer or Detective is a designation only and not a rank. Master Police Officers or Detectives, by virtue of this designation and years of experience, are expected to serve as positive role models and uphold the highest standards of excellence and professionalism with the organization. Prior to a supervisor arriving on scene the most senior Master Police Officer or Detective will take charge at a crime scene or critical incident and will direct the activities of junior officers.

The Master Police Officer or Detective designation may be removed from an individual Police Officer or Detective as the result of a due process disciplinary action.

8.6 Staff Sergeant

To receive the designation of Staff Sergeant the following criteria must be met:

- A. The Sergeant must obtain Step 8, and remain at Step 8 for one year.
- B. The Sergeant must have met all the standards for Sergeant as mandated by the Somersworth Police Department Rules and Regulations and all General Orders of the Department.
- C. The Sergeant will have maintained a level of satisfactory attendance at Departmental training sessions.
- D. The Sergeant will not have any warnings or disciplinary action in their personnel file for the last twenty-four (24) months. A Sergeant with warnings or disciplinary action in their personnel file may petition the Chief for a waiver of this time period.

Staff Sergeant is a designation only and not a rank. Staff Sergeant, by virtue of this designation and years of experience, are expected to serve as positive role models and uphold the highest standards of excellence and professionalism with the organization.

The Staff Sergeant designation may be removed from an individual Sergeant by the Police Chief as the result of a due process disciplinary action.

8.7 Senior Communications Specialist

To receive the designation of Senior Communications Specialist the following criteria must be met:

- A. The Dispatcher must obtain Step 8, and remain at Step 8 for one year.
- B. The Dispatcher will not have any warnings or disciplinary action in their personnel file for the last twenty-four (24) months. A Dispatcher with warnings or disciplinary action in their personnel file may petition the Chief for a waiver of this time period.

Senior Communications Specialist is only a designation and not a rank. Senior Communications Specialist by virtue of this designation and years of experience, are expected to serve as positive

role models and uphold the highest standards of excellence and professionalism with the organization.

The Senior Communications Specialist designation may be removed from an individual Dispatcher by the Police Chief as the result of a due process disciplinary action.

- 8.8 An employee who is required to be available to be called in to work after regular working hours will be furnished with a phone and must stay within range of that phone and available and able to return to work while on standby. Each employee placed on standby will be paid \$32.00 (thirty-two dollars) for each day or part of a day placed on standby. Standby will be limited to one Detective at a time, scheduled by the Chief or the Chief's designee.
- 8.9 Police Department personnel who are regularly assigned to work during the evening or night shift will be paid a shift differential of \$1.00 per hour. Evening shift is defined as 1500-2300 or 1500-0100. Night shift is defined as 2300-0700 or 2100-0700. Shift differential pay is paid only for hours worked, not for paid leave hours. Shift differential pay compensation will not be paid for special events, overtime, or meetings worked outside of normal duty hours and not an extension of a regular work shift.

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. A shift bidding process will be implemented as described in Appendix B to the Agreement.

At the Chief's discretion the Department may institute a four (4) consecutive days on/three (3) consecutive days off schedule ("4/3 schedule") for Police Officers, Detectives and Dispatchers (one Dispatcher will be required to work a 5/2 schedule) with work day shifts of ten (10) hours.

- a. The schedules of School Resource Officers, Housing Officer, Parking Enforcement and special assignments shall not be affected by the 4/3 schedule for Police Officers, Detectives, and Dispatchers.
- b. It is the intent of the parties that the number of hours of paid leave accrued will not be changed as a result of 4/3 schedule for Police Officers, Detectives and Dispatchers. The parties agree to review the contract in detail and amend, for purposes of the 4/3 schedule program, any section that would be inconsistent with this intent.
- c. For employees remaining on the 5/2 schedule, Section 11.4 will be amended to allow those employees to accrue an additional personal day every three (3) months. Employees on the 4/3 schedule will continue with the same accrual schedule that currently exists in Section 11.4. If the 4/3 program is terminated, all employees will be allowed to accrue an additional personal day every three (3) months; the other terms of Section 11.4 will remain applicable.
- d. Employees working the 4/3 schedule will be eligible for overtime after working ten (10) hours in a day.

- 9.2 All authorized duty in excess of an employee's scheduled shift in a workday will be compensated for at the rate of time and one half (1 ½) the employee's regular hourly pay. A scheduled shift is defined as the time period set by management as normal working hours. A workday is defined as the 24-hour period beginning at the start of the employee's scheduled shift and ending 24 hours later.
- 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. All swaps shall be completed within thirty (30) days.
- 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 each year the training hours required by the rules, regulations and laws of the State of New Hampshire.
- 9.8 Officers required by the department to attend Court or a hearing during their off-duty hours shall be paid a three (3) hour minimum at their overtime rate.
- 9.9 Compensatory time is permitted in lieu of overtime compensation if a request for such by the employee is approved by the Chief of Police or designee. Compensatory time shall be granted at one and one-half (1.5) hours for each hour of overtime worked. Maximum accrual of compensatory time shall be 60 hours. An employee may not request compensatory time in lieu of overtime when the maximum has been reached.
- 9.10 Officers assigned as K-9 will be compensated at one hour of overtime for each day on shift and one and one-half hours overtime for each day not on shift for care, feeding and training of the dog. Officers assigned as K-9 are not subject to normal shift rotations and will be assigned as needed at the direction of the Chief of Police or designee. This will include changes in shifts to participate in Community Policing events and K-9 Demonstrations as needed.

ARTICLE X HOLIDAYS:

- 10.1 All full-time employees shall be granted thirteen (13) paid holidays per year at the convenience of the Department. As an alternative, an employee may elect to be paid eight (8) hours of pay at

straight time rates for up to thirteen (13) holidays as listed below; the election to be paid rather than to take the holidays is to be made no later than the first pay period in December. If the employee works on the holiday, the employee may choose to be paid for that holiday in addition to hours worked that week.

New Year's Day	Veteran's Day
Martin Luther King Day	Thanksgiving Day
President's Day	Day after Thanksgiving
Memorial Day	2 days for Christmas (based on
Juneteenth	City Holiday Calendar)
Independence Day	Employee's Birthday
Labor Day	

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 wellbeing. 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 ten (10) hours per month of service, with maximum accumulation of 1040 (one thousand and forty) hours.
- 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 six hundred and twenty-four hours, whichever is less.
- 11.4 After a certified public employee has accumulated one hundred and forty-four (144) hours of sick leave, he/she shall receive eight (8) hours personal time for every four (4) months without use of a sick day or part thereof, which time shall be taken at the discretion of the Chief of Police. This personal time 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 pay.
- 11.7 Medical costs for on-the-job injuries: If an employee is directed by a supervisor to a hospital emergency room or an urgent care facility after a potential infectious exposure and the City's workers' compensation carrier denies coverage due to not meeting the definition of critical exposure under RSA-A:21e, the City will pay the ER/Urgent Care copay to the employee upon receipt of paid bill.

ARTICLE XII VACATIONS:

12.1 Definitions.

- A. "Vacation Week" means forty (40) work hours as they occur in a normal calendar week of employment with the Somersworth Police Department.
- B. "Vacation Day" for the purpose of accrual, means eight (8) work hours 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 Members of the Somersworth Department are eligible for the following schedule of vacation weeks/days.

- Full time probationary employees shall be awarded one week of vacation after completion of 6 months and must be used or lose it prior to their one-year anniversary. Part time probationary employees who average between 20 and 30 hours per week will be awarded 20 hours after completion of 6 months.
- Two (2) vacation weeks after one (1) year employment.
- 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 twenty-five (25) days.

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

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, however, no employee hired on or after 2/15/2007 with less than two (2) years of service in the bargaining unit at time of separation shall be eligible for a cash payment of accrued vacation upon separation.

ARTICLE XIII LONGEVITY:

13.1 Commencing on December 1, 2023, bargaining unit members will be eligible to receive an annual longevity stipend. Payment of a longevity stipend will be based on an employee's completion of the following number of consecutive years of full-time employment as of December 1:

- Completion of at least 3 years - \$1,000
- Completion of at least 5 years - \$1,500
- Completion of at least 10 years - \$2,000

- Completion of at least 15 years - \$2,500
- Completion of at least 20 years - \$3,000
- Completion of at least 25 years - \$3,500

There will be no pro rata accrual or payment of this longevity stipend – an employee must be employed on December 1 to be eligible for the stipend.

ARTICLE XIV INSURANCE:

14.1 Health Insurance

Effective December 5, 2016, the City shall reimburse the AB5 10/20/45 Rx plan as follows:

1-Person	85%
2-Person	85%
Family	85%

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.

In the event that any health insurance plan selected by an employee triggers the assessment of the so-called Cadillac Tax under the Affordable Care Act, the Union and the City will immediately reopen the contract solely on the issue of health insurance for the purpose of choosing a new health insurance plan that does not trigger the assessment of the so-called Cadillac Tax.

14.2 Dental Insurance

Eligible full-time employees may participate in the Delta Dental Option 1E 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.

14.3 (A) The City will continue to offer a new optional HMO health insurance plan with higher co-pays and deductibles. The City will offer a Site of Service plan effective 04/01/2020.

(B) Employees who provide proof of other existing health insurance coverage, provided such coverage does not trigger any penalty or assessment against the City under the terms of the Affordable Care Act, will be eligible for an annual buy-out of five thousand dollars (\$5,000.00), payable weekly. No employee shall receive the stipend if they are already covered by the same or similar health and/or dental plan provided by the City or School Department.

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

14.4 Life, AD&D and STD Insurance

All full-time employees will be entitled to life insurance coverage in the amount of one time their annual base rate straight life, and twice their annual base rate accidental death and dismemberment life insurance limited to the maximum allowed by the Internal Revenue Service at the City's expense. All full-time employees will be covered by a Short-Term Disability plan. The plan will pay 66.67% of weekly base pay with a maximum weekly benefit of one thousand dollars (\$1,000)

for a period of 26 weeks with a fifteen-day waiting period for illness or injury which is not work related. Other leave benefits shall be adjusted so that the total compensation from insurance and leave benefits does not exceed the regular compensation of the employee.

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, mother/father-in-law, or brother/sister

One (1) day for grandparent

B. Police Chief in his/her sole discretion may extend three (3) days of leave to five (5) days of leave and extend one (1) 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 provides a copy of the check to the City of Somersworth all military pay earned as a result of the two (2) weeks absence. Military leave will not apply to part time members of the Somersworth Police Department. The City observes the Uniformed Services Employment and Reemployment Act (USERRA) by guaranteeing the rights of City employees called into military 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 six hundred (\$600.00) per year will be provided to employees holding the assigned positions of prosecutor, school resource officer and detective. Employees shall be paid on the first paycheck in July of each year.

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,

Master's 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. Effective July 1, 2022 this benefit will be extended to all full-time employees in the bargaining unit. 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 this article - \$500.
- B. Bachelor's Degree - \$750.
- C. Master's Degree - \$1,000.

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% net out-of-pocket 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 \$3,500 (three thousand five hundred dollars) per employee per contract year will apply to employees covered by this agreement up to \$10,000 (ten thousand dollars) aggregate for the fiscal year.

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 Top Step Sergeant with a minimum of four (4) hours.
- 20.2 "Private duty" work on Thanksgiving, Christmas Eve, New Year's Eve, will pay the employee double-time of Private Duty pay as described above.

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, they will have no seniority rights. However, upon completion of their probationary status, the one (1) year served shall count as a portion of their 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.

ARTICLE XXII DURATION AND RENEWAL:

- 22.1 The provisions of this Agreement will be effective July 1, 2023 and will expire June 30, 2026.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE SIGNED BY THEIR RESPECTIVE NEGOTIATING COMMITTEES THIS ___ DAY OF _____ 2023.

SOMERSWORTH POLICE EMPLOYEES,
NEBPA LOCAL #19

Stephen J. Arnold, Sr.
Local #19 Rep

CITY OF SOMERSWORTH

Robert M. Belmore
Robert M. Belmore, City Manager

Negotiating Team

AA

Eric J. Chandler

Step E. Repur

SM SM

APPENDIX A
Compensation

			Effective July 1, 2023 7%									
Title	Grade	Hire	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	*	
Sergeant	23	32.46	33.76	35.11	36.51	37.97	39.49	41.07	42.71	44.42	45.53	
Detective	22	28.65	29.80	30.99	32.23	33.52	34.86	36.25	37.70	39.21	40.19	
Police Officer	20	26.12	27.16	28.25	29.38	30.56	31.78	33.05	34.37	35.74	36.63	
Secretary II	16	21.56	22.42	23.32	24.25	25.22	26.23	27.28	28.37	29.50		
Dispatcher	15	20.55	21.37	22.22	23.11	24.03	24.99	25.99	27.03	28.11	28.81	
Parking Enforcement	12	17.70	18.41	19.15	19.92	20.72	21.55	22.41	23.31	24.24		
Crossing Guard	11	16.97	17.65	18.36	19.09	19.85	20.64	21.47	22.33	23.22		
			Effective July 1, 2024 6%									
Title	Grade	Hire	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	*	
Sergeant	23	34.41	35.79	37.22	38.71	40.26	41.87	43.54	45.28	47.09	48.27	
Detective	22	30.37	31.58	32.84	34.15	35.52	36.94	38.42	39.96	41.56	42.60	
Police Officer	20	27.69	28.80	29.95	31.15	32.40	33.70	35.05	36.45	37.91	38.86	
Secretary II	16	22.85	23.76	24.71	25.70	26.73	27.80	28.91	30.07	31.27		
Dispatcher	15	21.78	22.65	23.56	24.50	25.48	26.50	27.56	28.66	29.81	30.56	
Parking Enforcement	12	18.76	19.51	20.29	21.10	21.94	22.82	23.73	24.68	25.67		
Crossing Guard	11	17.99	18.71	19.46	20.24	21.05	21.89	22.77	23.68	24.63		
			Effective July 1, 2025 3%									
Title	Grade	Hire	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	*	
Sergeant	23	35.44	36.86	38.33	39.86	41.45	43.11	44.83	46.62	48.48	49.69	
Detective	22	31.28	32.53	33.83	35.18	36.59	38.05	39.57	41.15	42.80	43.87	
Police Officer	20	28.52	29.66	30.85	32.08	33.36	34.69	36.08	37.52	39.02	40.00	
Secretary II	16	23.54	24.48	25.46	26.48	27.54	28.64	29.79	30.98	32.22		
Dispatcher	15	22.43	23.33	24.26	25.23	26.24	27.29	28.38	29.52	30.70	31.47	
Parking Enforcement	12	19.32	20.09	20.89	21.73	22.60	23.50	24.44	25.42	26.44		
Crossing Guard	11	18.53	19.27	20.04	20.84	21.67	22.54	23.44	24.38	25.36		

* Those designated by the Chief of Police as Staff Sergeant, Master Police Officer, Master Detective, or Senior Communications Specialist will receive an additional 2.5% above Step 8 of the respective grade.

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.