

COLLECTIVE BARGAINING AGREEMENT

CITY OF DOVER, NEW HAMPSHIRE

AND

DOVER POLICE ASSOCIATION



July 1, 2021 through June 30, 2024

**COLLECTIVE BARGAINING AGREEMENT
CITY OF DOVER, NH & DPA**

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**COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE CITY OF DOVER, NEW HAMPSHIRE
AND THE
DOVER POLICE ASSOCIATION**

This Agreement entered into by and between the City of Dover, New Hampshire, hereinafter referred to as the "City" or the "Employer", and all active members of the Dover Police Association on the date this Agreement is executed, hereinafter referred to as the "Association" or "Employee", has as its purpose the promotion of harmonious relations between the City and the Association, and the establishment of an equitable and peaceful procedure for the resolution of differences arising between them concerning those matters addressed by the terms of this Agreement.

ARTICLE I: RECOGNITION:

The Employer recognizes the Association as the sole and exclusive bargaining agent for the purposes of collective bargaining for all Employees of the Dover Police Department in any of the following positions: Dispatcher, Parking Enforcement Officers, Police Officer, Secretary, Maintenance/Custodian, and Animal Control Officer.

ARTICLE II: STABILITY OF AGREEMENT:

Section 1 No amendment, alteration or variation of the terms or provisions of this Agreement shall bind the parties hereto unless made and executed in writing.

Section 2 To provide a clear understanding of the contents of the Agreement, the City agrees to provide sufficient copies of the Agreement to an Association representative for distribution to each Employee concerned.

ARTICLE III: GRIEVANCE PROCEDURE:

Grievance shall be defined as meaning disputes or disagreements arising out of the application or interpretation of the provisions of the Agreement. Said grievance shall be processed in the following manner:

Section 1 The aggrieved employee and/or an Association representative if so requested by the aggrieved employee, shall first informally discuss the grievance with the Chief of Police within ten (10) days of when the employee knew or should reasonably have known of the incident. If the employee is not satisfied with the informal opinion rendered by the Chief of Police, he/she may submit his/her grievance to the Chief of Police in writing setting forth the specific clause(s) of the Contract that are allegedly being violated, and the manner in which it is allegedly being violated for a formal decision by the Chief of Police.

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- Section 2 If the employee is not satisfied with the decision of the Chief of Police, which shall be rendered in writing within five (5) calendar days of the presentation of the grievance by the aggrieved employee, he/she may appeal in writing to the City Manager within ten (10) calendar days of the date of receipt of the Chief of Police's decision. Any such appeal shall set forth the employee's basis for appeal by referring to the specific clause(s) of the Contract which is allegedly being violated, and the manner in which it is allegedly being violated.
- Section 3 The City Manager or his/her designated representative shall, if either party requests, meet with the aggrieved employee and/or his/her representative within ten (10) calendar days of his/her receipt of the aggrieved employee's appeal. If neither party requests a meeting, the City Manager shall decide the grievance based upon written information as supplied and/or any further materials reasonably requested by 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.
- Section 4 If the decision of the City Manager is not acceptable to the employee, he/she may appeal to the American Arbitration Association within thirty (30) 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 employee desires he/she may, within ten (10) calendar days of his/her receipt of the City Manager's decision, and before appealing to the American Arbitration Association, 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 employee may appeal to the American Arbitration Association as set forth in the first clause of this section within fifteen (15) calendar days of the initial selection meeting between the aggrieved employee and the City Manager.
- Section 5 The cost of arbitration shall be borne equally by the Employer and the Association.
- Section 6 In choosing an arbitrator, the American Arbitration Association procedure shall be followed.
- Section 7 Any grievance not submitted in writing within the time period above provided for, shall be considered waived or if not resubmitted after one of the answers above provided for, shall be considered resolved by the answer. If the City does not answer, in writing,

within the time periods above provided, the grievance shall be considered resolved in the employee's favor.

ARTICLE IV: JUST CAUSE:

The City shall not reprimand, suspend, demote, discharge or otherwise discipline an employee except for just cause.

ARTICLE V: MANAGEMENT RIGHTS:

Section 1 The Employer hereby retains and reserves unto itself, all powers, rights authority, duties and responsibilities conferred upon and vested in it by the laws and constitution of the State of New Hampshire and of the United States and shall not be deemed to be limited in any way in the exercise of the regular and customary functions of the municipal management. Further, all rights which ordinarily vest in and are exercised by public employer's except such as are specifically relinquished herein are reserved to and remain vested in the Employer. The Employer retains the right to exercise managerial policy within its exclusive prerogative to manage its affairs efficiently and economically including, but not limited to, the use of technology, and Employer's organizational structure and selection, assignment, number, direction and discipline of its personnel; to determine the methods and means of operations; to determine work schedules, work shifts and numbers of hours to be worked. Further, the Employer retains the right to adopt, change, enforce or discontinue any rules, regulations, procedures and policies not in direct conflict with any provisions of this Agreement, or existing applicable statutory law as delineated under N.H. Revised Statutes Annotated or U.S. Code, so as to continue public control of the City of Dover Police Department. This enumeration of management's rights shall not be deemed as to exclude other management rights not specifically enumerated and the Employer retains solely and exclusively all of its common law, statutory and inherent rights.

Work schedules and the bid system shall be as stated in the S.O.P. provided that the Chief of Police can change the basic work schedules or bid system at his/her discretion after 60 days notice and consultation with the Association.

Weekly schedules for Parking Enforcement Officers shall be posted no later than two (2) weeks prior. To ensure appropriate staffing levels, requests for annual leave or excused work days must be made prior to the posting of the schedule, unless agreed upon with mutual consent. Any adjustment to the posted schedule may be done with mutual consent.

ARTICLE VI: ASSOCIATION RIGHTS/RECOGNITION:

- Section 1 City Facilities, Vehicles and Equipment.
Use of the City's facilities to conduct internal association business shall be allowable by permission of the Chief of Police and at his/her sole discretion, but shall not be unreasonably denied. A request to use the Employer's facilities shall be made at least one (1) week in advance of the meeting date. City vehicles, equipment, supplies, devices, or on-duty employees shall not be used in the support of the internal business activities, or association meetings. However, attendance of on-duty employees at Association meetings shall not be unreasonably denied provided that there is adequate personnel coverage to cover calls for service during meeting times. The initiation, typing, and filing of a grievance shall be exempt from this paragraph along with the use of the Police Department's word processing computer system at any time for preparing such grievance.
- Section 2 The Police Department shall, within thirty (30) days after the effective date of this Agreement, furnish to the Association an alphabetical listing of the names and addresses of the employees in the bargaining unit. The Police Department shall furnish monthly to the Association the names and residence addresses of each new employee hired during the previous month and the names of those who have terminated their employment.
- Section 3 Discrimination.
The City shall not discharge or discriminate against any person with respect to promotion, assignment or any other matter because of race, religion, creed, color, age, sex, sexual orientation, gender identity or expression, national origin, genetic information, disability, veteran status, or any other protected class under federal and/or state law, Association membership nor Association activities and all persons covered by the terms of this Agreement shall receive equal and full protection thereunder. Neither the City, its agents nor any other supervisory personnel shall discriminate against or discharge any employee because he/she had filed or processed any dispute under the agreement or instituted any proceeding under state or federal statute relating to wages, hours or conditions of employment.
- Section 4 The Department shall recognize the steward duly authorized by the Association and shall investigate and process grievances related to matters covered by the Agreement. The Association shall provide the Department with a notice designating the steward and keep such notice current by notifying the Chief of Police within ten (10) days of any change.

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- Section 5 The Chief of Police shall authorize a reasonable amount of time, if necessary, during work hours without loss of time or pay to permit the steward to carry out his/her responsibilities to process grievances concerning matters covered by this Agreement. The steward shall, prior to taking such time off, request the Chief of Police or his/her designee for the time, specifying the name of the employee and issue or responsibility and the time required. Such time shall not interfere in any way with the duty and services of the Department or Officer(s) involved.
- Section 6 The Department agrees, when possible, to authorize one (1) day off in any calendar year, without loss of time or pay for the steward to attend Association training programs. The Association shall notify the Department no less than fourteen (14) days in advance of such proposed training programs. The Chief of Police, or his/her designee, shall be the approving authority for such time off and may grant exception for notice.
- Section 7 Contract Negotiations.
Up to three (3) Employees may attend the negotiation meetings without loss of pay; no more than two (2) persons from each Bureau or Shift shall be allowed.
- Section 8 Subject to thirty (30) days prior written notice to the Chief of Police and his/her approval; one (1) member of the Dover Police Association, as may be designated by the Association, may be granted leave without loss of pay to attend monthly Board of Directors meetings of the Association, time to be computed as the estimated hours for meeting and reasonable travel time each way.
- Section 9 No more than two (2) employees elected to the Association office may request in writing time off to perform associated functions including attendance at conventions, conferences, seminars and Association meetings as specified below and upon receiving approval of the Chief of Police.
- Section 10 The seniority of a police officer shall be determined by the length of time the officer has been a member of the police department, including time served in a probationary status. In the event that more than one (1) employee was employed on the same date, then the seniority shall be determined according to the average score received on their last three (3) performance evaluations. If two (2) or more employees receive the same score, then a supplementary examination shall be given. The officer receiving the highest mark shall have seniority over the officer receiving the next lower mark, and shall continue down the line until all officers have been assigned a position in seniority.

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- Section 11 The Police Department shall establish a seniority list and it shall be posted on the Police Department bulletin board. Any objection to the list as posted shall be reported within ten (10) days of said posting, or it shall stand approved. Seniority time, as stated in Section 10, shall commence from the day of employment as a probationary officer. If, during the period between postings, any changes occur that effect the seniority status of the members, a new and revised list shall be posted as soon as possible.
- Section 12 The Chief of Police shall establish a promotional list through a competitive testing process. Said Promotional List shall be valid for a maximum of three (3) years from the date of establishment and testing shall be offered at least once every three (3) years. If it is determined that acting supervisor assignments are needed to be made within the Police Department, only those individuals who have received a passing score on the current Promotional List may be assigned. Under the terms of this section, no individual shall serve in acting supervisory assignments for more than ninety (90) days within a twelve (12) month period. This provision does not apply to civilian positions unless a civilian promotional testing process is implemented by the Chief of Police.
- Section 13 Department seniority shall be defined as the length of time an employee has been employed by the City within his/her department, regardless of the employee's time in classification, grade or bargaining unit. Unit seniority shall be defined as the length of time the employee has continuously been a member of their bargaining unit, and classification seniority shall be defined as the length of time the employee has been employed in a particular position, classification, rank or grade.
- Section 14 Unit and classification seniority shall prevail in matters concerning layoffs and re-hiring. In the event of a permanent lack of work or layoff in any position, a qualified employee may replace another employee in an equally classified position provided that they have greater classification seniority or in a lesser classified position provided they have greater unit seniority. Any employee scheduled for layoff shall be provided with 30 days written notice before involuntary termination. Available and qualified bargaining unit members on layoff shall be reinstated before new employees are hired provided that the former employee on layoff shall notify the City of his/her intention to return to work within ten (10) calendar days of the City's notification to do so, and must return fit to work within fifteen (15) calendar days of notice, otherwise he/she shall be considered to be permanently terminated from City employment. The City shall be obligated for a period up to one (1) year from the date of the layoff to reinstate former employees on layoff and to

provide a written notice of an available position to be sent by mail to the last known address of the former employee. The former employee on layoff shall be obligated to inform the City in writing of any changes in address. In the interest of all employees of the Police Department, it is agreed that members of the Dover Police Administrators Association may “bump back / return to” the Dover Police Association in the event of layoff, reorganization, reduction in rank resulting from reorganization, failure to successfully complete a promotional probationary period or upon the request of an employee to be reduced in rank for voluntary reasons. In the event of a “bumpback/return to unit” or reduction in rank that causes an employee to return to their previous rank or bargaining unit, the following rules shall apply:

- a) Employees “bumped back” within their bargaining unit, or between bargaining units shall, for purposes of classification seniority, incorporate their classification seniority (time spent) in the higher rank into the classification seniority of the rank that they are assuming.
- b) In the event an employee is returned to the bargaining unit after being released, because of a layoff, the employee shall return with the unit seniority held at the time of their release. This seniority standing shall be used for calculation of all benefits offered under this agreement.

Section 15 Field Training Officer.
The assignment to the position of Field Training Officer shall be by a competitive process as determined by the Chief of Police. During the time upon which a Field Training Officer, or any dispatcher is assigned to a trainee, said employee shall receive a pay differential of \$2.00/hr to be added to the employee’s base hourly pay during the training period.

Section 16 Team Leader.
Personnel appointed to a SCRTOU or Crime Scene Unit Team Leader position shall receive one hundred fifty dollars (\$150) quarterly (4/1, 7/1, 10/1, 1/1).

ARTICLE VII: PERSONNEL RECORDS:

Section 1 No personnel records to include disciplinary records shall be removed from the employee’s personnel file. For the purpose of a subsequent disciplinary or other employment action, the City may utilize prior oral and written reprimands if they occurred within two (2) years and prior suspension or demotion if they occurred within three (3) years from the date of discipline or employment action.

ARTICLE VIII: DUES DEDUCTIONS:

- Section 1 An employee who is or may become a member of the Association, may execute a written authorization providing that a portion of his/her salary representing monthly dues be withheld weekly and forwarded to the Association.
- Section 2 Upon receiving a properly executed authorization and assignment form from an employee, the City shall cause the Finance Director to deduct from the employee's salary the amount of authorization due.
- a) Each month a check for the amount of all dues deducted, along with a current list of members whose salary dues deductions have been made, shall be transmitted to the Dover Police Association Treasurer.
 - b) The deduction shall be only in the amount certified in writing by the President or the Treasurer of the Association as representing monthly dues uniformly required as a condition of acquiring or retaining membership.
- Section 3 An employee who executes such authorization form shall continue to have such deductions made from his/her salary during the term of the Agreement or until he/she notified the City in writing, with a copy to the Association, that the Authorization and Assignment Form is being revoked, and the employee thus withdraws the authority for the deduction of dues. Dues deduction shall be made without cost to the employee or the Association.
- Section 4 Dues deductions shall be subordinate to deductions required by law. No deductions shall be made if an employee has insufficient salary in any pay period. The City shall not be responsible for deducting any arrearage in dues owed to the Association by a member.
- Section 5 Deductions shall automatically terminate upon the occurrence of any of the following events:
- a) Termination of employment;
 - b) Transfer out of the bargaining unit;
 - c) Layoff or reduction in force;
 - d) Revocation by the employee of dues authorization.
- Section 6 The Association shall indemnify and save harmless the Department and the City from any and all suits and damages arising out of or in connection with such dues deductions.

ARTICLE IX: WAGES, RATES & WAGE ADJUSTMENTS:

Section 1 Wage Schedule

1.1 Effective July 1, 2021, all members of the Association shall transition to the new classification and pay plan. The steps are as follows:

1.1.1 Any employee eligible for a step increase under the current plan shall receive one (1) step.

1.1.2 Apply 1.9% COLA to current wage schedule.

1.1.3 Transition all members to Paypoint HR proposed grade and proposed wage schedule aged at 1.9%.

1.1.4 Any non-probationary employee transitioning to Step 1 shall be advanced to Step 2.

1.1.5 Apply 1.1% COLA to the proposed wage schedule (Appendix B).

1.1.6 Any member eligible in FY2021 for the \$500 top step performance based bonus shall be grandfathered to receive the \$500, even though they may not be at top step on the new wage schedule, while they are in the position at the time of grandfathering.

1.2 Effective the beginning of the first full pay period immediately following July 1, 2022, all members of the Union shall receive a cost of living adjustment of at least one percent (1%) and not greater than four percent (4%) based on the Boston-Cambridge-Newton area Consumer Price Index (CPI-U) year-end average for the twelve month period ending December 31, 2021, as used in the City's Tax Cap calculation. Such adjustment shall be applied to the previously adjusted Appendix B Step Plan Wage Schedules.

1.2.1 Any member that was eligible in FY2021 for the \$500 top step performance based bonus shall be grandfathered to receive to receive the \$500 while they are in the position at the time of grandfathering.

1.3 Effective the beginning of the first full pay period immediately following, July 1, 2023, all members of the Association shall receive a cost of living adjustment of at least one percent (1%) and not greater than four percent (4%) based on the Boston-Cambridge-Newton area Consumer Price Index (CPI-U) year-end average for the twelve month period

ending December 31, 2022, as used in the City's Tax Cap calculation. Such adjustment shall be applied to the previously adjusted Appendix B Step Plan Wage Schedules.

1.3.1 Any member that was eligible in FY2021 for the \$500 top step performance based bonus shall be grandfathered to receive to receive the \$500 while they are in the position at the time of grandfathering.

Section 2 Wage Rate Adjustments

2.1 For the period of July 1, 2022 through June 30, 2023, step increases shall be awarded on July 1 following application of the COLA as stated in Section 1, as follows:

- Positions identified as substantially below market – 2 steps.
- Positions identified as below market and with 15+ years of service as of 7/1/2021 – 2 steps.
- Positions identified as below market and less than 15 years of service as of 7/1/2021 – 1 ½ steps.
- New hires, probationary employees as of 7/1/2021 and all other members – 1 step.

The step increase shall only be awarded following the satisfactory completion of a full twelve (12) months of service based on their last evaluation and in accordance to the step rates established in Appendix B as revised per Section 1 above for the employee's position and grade identified in Appendix A. Employees in probationary status as of July 1 will not receive a step increase until satisfactory completion of the probationary period has been achieved.

2.2 For the period of July 1, 2023 through June 30, 2024, step increases shall be awarded on July 1, as follows:

- Positions identified as substantially below market that were at Step 12 in FY2021 and having 15+ years of service on 7/1/2021 – 2 steps.
- All other substantially below market positions – 1 step
- Positions identified as below market and with 15+ years of service as of 7/1/2021 – 1 step.
- Positions identified as below market and less than 15 years of service as of 7/1/2021 – 1 ½ steps.
- New hires, probationary employees as of 7/1/2021 and all other members – 1 step.

The step increase shall only be awarded following completion of a full twelve (12) months of service and in accordance to the step rates established in Appendix B as

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revised per Section 1 above for the employee's position and grade identified in Appendix A. Employees in probationary status as of July 1 will not receive a step increase until satisfactory completion of the probationary period has been achieved.

2.2 "Satisfactory completion" shall be defined as having received an overall annual performance evaluation score of 70% or greater in the previous year.

2.3 The overall evaluation score shall consist of a combination of the following; 50% weighting applied to the supervisor written evaluation and a 50% weighting applied to the annual average of the weekly computerized training (CAT) test scores taken by the employee. For purposes of this section, the supervisor rating shall generally be based upon work habits, performance and other related factors. The evaluation shall be as objective in nature as possible and shall be job related. The annual evaluation shall only consider those events that have transpired during the immediate reporting period and shall be completed annually on or about the employee's anniversary date of employment or promotion to their current position or grade. Non-sworn Employees' evaluations will be based on their work habits, performance and other related factors as evaluated by their supervisor. Employees shall be evaluated on or about the anniversary date of their appointment to their current grade or position on an annual basis.

2.4 In no event shall an employee receive an increase resulting in a base rate in excess of the maximum step rate established for his/her position.

Failure to receive a seventy percent rating two years in succession may, at the discretion of the Chief, result in termination.

2.5 For the period of July 1, 2017 through June 30, 2020, employees that are no longer eligible to receive a step increase shall be eligible to receive a five hundred dollar (\$500) performance based bonus the first full pay period immediately following July 1 based on a 80% or greater score on the previous year's evaluation which shall be completed within 45 days of their position anniversary date. After the employee has been afforded the opportunity to comment on the evaluation the final determination for the payment shall be at the discretion of the Police Chief.

ARTICLE X: POLICE OFFICER II

Section 1 Recognizing that there are a limited number of administrative and management positions within the Police Department, the pay grade of Police Officer II has been established in accordance with minimum requirements and qualifications. Officers can obtain Police Officer II by meeting the requirements in either Section A or Section B below. The Chief of Police has authority to waive any requirements set forth in Section A or B.

A:

- The employee has a Bachelor's Degree from an accredited college. (OR) The employee has an Associate's Degree from an accredited college and the employee is currently enrolled in a program of college level course work at an accredited college with successful completion of at least one course within the twelve (12) months. (OR) The employee is currently enrolled in a program of college level course work at an accredited college and has successfully completed at least two (2) courses within the last twelve (12) months. (AND)
 - The employee has a minimum of five (5) years as a police officer with the Dover Police Department. (AND)
 - The employee has achieved a minimum of the 50th percentile in each of the measured categories of fitness on his/her most recent fitness assessment. (AND)
 - The employee has passed the last three (3) annual evaluations and has an overall score that is rated as "Meets Expectations" on their most recent annual evaluation. For numerical purposes, this score has been equated to at least a 2.4 out of a possible 3 in our evaluation criteria. (AND)
 - The employee has at least two (2) highly specialized areas of instruction, investigation, or other related skill areas that enhance the officer's overall effectiveness and value to the department. Officers shall have at least one year of documented service (per assignment). Examples of areas of specialization could include: Polygraph Operator, SCRTOU, DRE. Accident Reconstruction, Crime Scene Technician or Field Training Officer. An employee may also qualify if they have completed at least one full year in a full time specialized assignment such as Detective, School Resource

Officer, K9 Handler or Problem Oriented Policing Officer.

B:

- The employee has a minimum of five (5) years as a police officer with the Dover Police Department. (AND)
 - The officer has passed the last three (3) annual evaluations and has an overall score that is rated as “Meets Expectations” on their most recent annual evaluation. For numerical purposes, this score has been equated to at least a 2.4 out of a possible 3 in our evaluation criteria. (AND)
 - The officer has obtained a score of at least 70% on a written test designed to assess the candidate’s knowledge of NHRSA’s, department policies and selected case laws or a comparable score on the written portion of the most recent sergeant’s test. The test will be given annually.

ARTICLE XI: PHYSICAL FITNESS:

Section 1 As a condition of continued employment, each Sworn Officer shall maintain a standard of physical fitness acceptable to the City. Such fitness requirement shall be job related and will be determined by a fitness examination administered annually on a pass/fail basis within thirty (30) days of the employee’s anniversary date of hire. Should the City find it necessary to amend or change the physical fitness components, in no case shall any changes to the examination take effect unless the Association is notified at least 120 days in advance. In any case where the examination components or criteria have been changed, within 120 days of the employee’s anniversary date of hire, the employee may elect to take either the new examination or the prior examination. Failure to meet the physical fitness standard in 2 consecutive years may result in termination at the discretion of the Chief of Police.

ARTICLE XII: OVERTIME:

Section 1 Overtime shall be designated as authorized work performed in excess of the employee’s regular work day or work week. For sworn officers the work week shall be forty (40) hours per week for members working four (4) - ten (10) hour days, and forty-one and one quarter (41.25) hours per week for members working five (5) – eight and one quarter (8.25) hour days. The work week for other members shall be forty (40) hours or less, as may be prescribed.

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Section 2 All overtime shall be compensated at time and one-half the employee's regular hourly rate, except as otherwise provided herein.

Section 3 Employees who have been released at the end of their scheduled shift, and report back to work for scheduled overtime or training, shall be compensated for the hours worked or spent in training at their overtime rate of pay as otherwise provided herein. However, in no event shall such Employees receive less than three (3) hours at their overtime rate of pay for this scheduled work.

Employees who are called back for unscheduled or emergency work shall be paid for the hours worked at their overtime rate of pay. However, in no event shall such employees be paid less than four (4) hours at their overtime rate of pay for this unscheduled work, provided that an employee who is called back for unscheduled overtime or emergency work and who completes the required task and returns to his/her residence within the four (4) hours minimum guarantee may be called back for additional emergency or overtime without an additional four (4) hours minimum work guarantee if within the four (4) hour original call.

Section 4 Parking Enforcement Officer and/or Dispatcher who work a five day workweek will receive OT after they work 8 hours per day. Parking Enforcement Officer and/or Dispatcher who work a four day workweek will receive OT after they work 10 hours per day.

Section 5 Patrol Officers and Dispatchers being forced to work the next shift due to a shortage in staffing, if given less than ten (10) hour notice, will be compensated double their hourly rate for those additional hours.

Section 6 Employees covered by this agreement may accrue unpaid compensatory time at the rate of 1.5 hours for each hour of time worked in excess of the employee's regular work day or work week, in lieu of receiving overtime wages for those hours. Whether an employee will accrue compensatory time or be paid for overtime hours is at the discretion of the employee; however, no employee may accrue more than 45 hours of compensatory time. For the purpose of this agreement the work day shall be defined as 10 hours for Field Operations Patrol Unit employees, 8 ¼ hours for all other sworn employees and 8 hours for non-sworn employees.

Tracking of hours earned and used shall be a function of management. Requests for use of compensatory time shall be submitted in writing no less than 48 hours prior to the beginning of the time that the employee is requesting to be off duty. The 48

hour notice requirement may be waived by management at its sole discretion.

Compensatory time shall be treated and administered the same as usage of approved vacation time, except as follows: Earned compensatory hours must be used within 90 days of when it was earned, using the "First In-First Out" (FIFO) accounting method. Every effort will be made by the City to allow the use of the hours in the allotted time.

Any hours worked in excess of a regular work day or work week not covered by this provision or those that cannot be used within the 90 day window shall be compensated for as agreed upon in this Article.

ARTICLE XIII: VACATIONS:

Section 1 For the period of July 1, 2014 to June 30, 2015, upon completing one year of employment, employees shall accrue and be entitled to paid vacations as follows with a thirty (30) day maximum accumulation of vacation time. Effective July 1, 2015, upon completing one year of employment, employees shall accrue and be entitled to paid vacations as follows with 300 hours maximum accumulation of vacation time. Such accruals shall be prorated for part-time employees:

LENGTH OF SERVICE	VACATION	
	<u>40 hr/wk</u>	<u>41.25 hr/wk</u>
After one (1) year	80 hr/yr	82.5 hr/yr
After five (5) years	120 hr/yr	123.75 hr/yr
After ten (10) years	160 hr/yr	165 hr/yr

Plus 8 hours (for 40 hr/wk) or 8.25 hours (for 41.25 hr/wk) additional vacation hours for each year of service above fifteen (15) years. Provided that no employee shall exceed 200 hours annual accrual rate (for 40 hr/wk) or 206.25 hours (for 41.25 hr/wk) paid vacation time in any one (1) year. Sworn Officers and Dispatchers working four (4) – ten (10) hour days shall continue to accrue vacation based upon a forty-one and one quarter (41.25) hour work week and eight and one quarter (8.25) hour work day. Provided further that any vacation time in excess of ten (10) consecutive working days in any one (1) calendar year shall be taken at the discretion of the Chief of Police.

Section 2 When an employee terminates his/her employment with the Police Department for any reason, he/she shall be compensated for a maximum of 240 (40 hr/wk) or 247.5 (41.25 hr/wk) hours accrued vacation time.

Section 3 Employees maintaining a minimum of eighty (80) hours of accrued vacation shall be eligible to receive cash payments to “buy-down” a portion of such accruals in an amount not to exceed the value of one hundred and eighty (180) vacation hours per fiscal year. To receive an accrual “buy-down” payment, an employee will be required to complete and submit an accrual buy-down election form with payroll. Payment for the eligible “buy-down” shall be made to the employee in a lump sum as soon as practical in the pay period immediately following submittal of the election form. Any vacation buy-down payment made to an employee shall be calculated based upon the employee’s base hourly rate in effect on the date of the buy down. The minimum and maximum hour limitations and application time periods specified herein may be waived solely at the discretion of the City Manager upon written request by the employee.

ARTICLE XIV: HOLIDAYS:

Section 1 All bargaining unit employees shall receive an amount equivalent to their regular daily pay, which includes members working a ten (10) hour day, an eight and one quarter (8.25) hour day, or eight (8) hours or less for the following holidays, and any other day proclaimed as a holiday by the City Manager:

New Year’s Day	Indigenous People’s Day
Washington’s Birthday	Veteran’s Day
Memorial Day	Thanksgiving Day
Independence Day	Day after Thanksgiving
Labor Day	Christmas
Martin Luther King Day	

Members of the Police Department shall receive a day’s pay for each of the above holidays in addition to his/her hours worked.

Section 2 When the employee terminates his/her employment for any reason, he/she shall receive payment for all holiday pay due him/her, up to the time of termination.

ARTICLE XV: OUTSIDE DETAILS:

For work assigned through the Police Department, but not paid out of the Police Department budget, other than regularly assigned patrol and shift position, the employee shall be paid his/her applicable overtime rate for a minimum of four (4) hours. If the detail is cancelled and the employee is not given one (1) hour notice of such cancellation, the employee will be entitled to four (4) hour minimum detail pay. Notification in person or one telephone call to the employees’ primary telephone number, as listed on the official department roster will constitute proper notification.

ARTICLE XVI: LEAVES OF ABSENCE:

Section 1 Military Service.

Any employee who is a member of the National Guard or Military Reserves, and is required to undergo field training therein, shall be entitled to a leave of absence with pay for the period of such training, but not to exceed two (2) weeks in any one fiscal year, and will have no bearing on annual vacation leave. The amount of compensation paid to such employee for such leave of absence shall be the difference between the employee's compensation for military activities as shown by a satisfactory statement by military authorities giving the employee's rank, base pay, and the amount of the employee's regular weekly pay. If the compensation for military service is equal to or greater than the pay due as a City employee for the period covered by such military leave, then no payment shall be made.

Section 2 Personal Sickness and Injury Leave.

- a) Eligibility. Each regular full-time employee and regular part-time employee on a pro-rata basis will be eligible to up to ten (10) paid excused days per contract year for personal illness or injury excepting new hires who must first complete the probationary period. Such leave may be used per the provisions contained in the City's Merit Plan in the case of illness of an employee's immediate family member. Probationary employees will be eligible for up to five (5) sick days after six (6) months of employment with the additional five (5) days being vested upon completion of probation.
- b) Any single absence in excess of five regularly scheduled work days will be treated in accordance with the provisions of ARTICLE XVI, Section 3, Short Term and Long Term Disability.
- c) There will be no carry-over of personal sickness and injury days from year to year. Any member who completes one full fiscal year without any use of sick time will be paid the equivalent of two (2) day's pay at their current rate of pay. Any member who completes one full fiscal year with no more than one day of sick time used will be paid one (1) day's pay at their current rate of pay. For the purposes of this section, sick leave used pursuant to Article XVII Work Connected Injuries shall not apply.
- d) At the discretion of the Chief of Police, and at no cost to the employee, a doctor's certificate may be required for any absence due to personal sickness or injury in excess of two (2) but less than six (6) regularly scheduled work days. Any

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absence in excess of five regularly scheduled workdays will require a doctor's certificate for payment eligibility as provided in ARTICLE XVI, Section 3, Short Term and Long Term Disability.

- e) It is understood that abuse of sick leave may result in discipline.
- f) **Prior Carry-Over.** Incumbents on roll effective July 1, 1993 who previously had negotiated accrued carry-over sick leave will be grandfathered for purposes of retaining such negotiated accrual. Employees having grandfathered sick leave accruals may make application to receive a cash payment to "buy-down" all or a portion of such accruals. To be considered for a grandfathered sick leave accrual "buy-down" payment, an employee will be required to complete and submit an accrual buy-down election form during the annual Benefit Open Enrollment process which shall then be considered by the City as part of the annual budgeting process. Subject to annual funding availability and other limitations as may be established by the City, payment for all or a portion of the requested "grandfathered sick leave buy-down" shall be made weekly during the corresponding benefit plan year. Any grandfathered sick leave buy-down payment made to an employee shall be calculated based upon the employee's base hourly rate in effect the first full pay period immediately following July 1 of the corresponding benefit plan year with grandfathered sick leave accruals awarded at 75%. Should employment with the City be terminated within 12 months of receiving a "buy-down" payment, an employee shall be responsible for reimbursing the City 25% of the payment attributable to grandfathered sick leave.
- g) Incumbents with such accrual may supplement eligibility limits as provided in ARTICLE XVI, Section 2(f) and subject to the provisions of ARTICLE XVI, Section 2(d).
- h) Upon termination incumbents grandfathered under ARTICLE XVI, Section 2(f) will be paid an allowance of any unused accrual based on the following:
 Retirement under the applicable New Hampshire Retirement Group:

Retirement Group	-	75%
Resignation/Layoff	-	50%
Death Beneficiary:		
* non-job related	-	75%

* job related - 100%

Section 3 Short Term and Long Term Disability

3.1 Short Term Disability (STD)

3.1.1 For members working 20 or more hours per week, the City shall provide, and pay 100% of the premium for, Short Term Disability (STD) insurance providing for 66 2/3% of the member's base salary for up to 26 weeks. The City shall continue to pay members their regular base salary during the period that their claim is being processed for acceptance or denial. If the claim is denied the member's leave will be charged for the time of absence. If the claim is subsequently approved, the City will reinstate the leave taken beyond the initial elimination period. Members shall be required to use one (1) sick day for an accident and five (5) sick days for illness to be eligible for disability benefits. For members not having sick leave, annual leave may be utilized to fulfill the required waiting period. Each year during open enrollment if a member elects to donate one sick (1) day, the member shall be entitled to receive 100% of their base pay during the short term disability period. Members that opt to not donate one (1) sick day shall only be eligible to receive the STD benefit payment of 66 2/3% their base salary, unless they opt to use their own accrued leave. During the STD period, members shall continue to accrue annual leave and all other benefits under the contract.

3.1.2 TAD may be assigned if an employee is deemed to have some work capacity during the period of disability. Temporary Alternative Duty shall be based upon the work capacity established by a medical professional. Second and possibly third physician opinions may be requested if there is concern relative to the employee's treatment program, work capacity, or expected recovery period. This provision in no way supersedes any requirements through the insurer.

3.1.3 If at week twenty five (25) of STD it is evident the member will not be able to return to full duty, the City shall payout to the member all accrued, unused annual leave, not to exceed 300 hours as well as health and/or dental buyout, if applicable. Payout of any other leave and/or benefit amounts shall be in accordance with language in the collective bargaining

agreement. If at the end of the STD period (26 weeks) the member is unable to return to full duty the member may be separated from service, unless in a grandfathered status. Members hired prior to 12/28/2017 shall be placed in a non-pay status until such time as the schedule provided for job reinstatement under Long Term Disability has been exhausted. With the inability to return to work the member shall be eligible to apply to transition to Long Term Disability (LTD). If a member is denied LTD benefits due to a pre-existing condition, the City shall provide benefits pursuant to the Personal Sickness and Accident Disability provision provided in the July 1, 2014 – June 30, 2017 Collective Bargaining Agreement (attached as Appendix C) minus the 26 weeks applicable to STD.

3.2 Long Term Disability (LTD)

3.2.1 For members working 20 or more hours per week, the City shall provide, and pay 100% of the premium for, Long Term Disability (LTD) insurance providing for 60% of the member's base salary and a benefit duration up to age 65 with a survivor benefit of three (3) months. Members will be eligible to apply for LTD benefits after 180 days of full disability (STD period).

3.2.2 Any members hired on or before 12/28/2017 shall be grandfathered, based on years of service at the time of disability, for reinstatement to the same job that the member held when the leave began or to an equivalent job while on LTD in accordance with the schedule below:

Years of service are determined by the date of hire with the City:

10 years but less than 15 years	up to 10 weeks
15 years but less than 20 years	up to 22 weeks
20 years +	up to 26 weeks

3.2.3 Reinstatement entitles the member to return to full duty, within the above timeframes, to the same job that the member held when the leave began or to an equivalent job. When reinstated to a job, the member shall be entitled to have returned to them the balance of their Sick and/or Personal Leave that was on the books at the time they went out on LTD. Upon reinstatement, members that were eligible for the

retiree health insurance benefit shall continue to be eligible for the benefit. Grandfathered members shall be allowed to continue their health and/or dental coverage while under the job reinstatement status with the City paying the employer portion of the premium, provided the member continues to pay their portion of the premium.

Section 4 Care of a Newborn Child.

Eligibility. Each employee shall be eligible for a leave of absence for care of a newborn child for a period of up to ninety (90) calendar days at any time within 12 months from the date of birth exclusive of any period of disability, if applicable, associated with delivery. CNC Leave will be without pay, but with full service credit and benefits. An employee may apply to the City Manager for an extension of CNC prior to expiration of the initial ninety (90) calendar days leave provided that:

- a) The employee will exhaust all vacation time prior to the start of any extended leave; and
- b) The request is substantiated by evidence that the child has a certified medical condition requiring extended parental attention and/or the operating needs of the City permit an extension of the leave; and
- c) That the total period of the initial CNC, vacation and the extended leave will not exceed 120 days from the date of birth inclusive of any period of disability, if applicable, associated with delivery.

Any extension of the CNC will be without service credit or benefits. Termination. Upon completion of CNC Leave, the employee shall return to work or be considered as having resigned.

- a) In the event that the employee cannot be reinstated to her position as a result of a force reduction, he/she will be treated in accordance with the applicable movement of personnel procedures.
- b) An employee on leave for CNC shall not be eligible to collect Unemployment Compensation. In the event an employee applies for Unemployment Compensation during the period of CNC Leave, he/she will be considered as having resigned.
- c) Nothing in this section will preclude an employee from taking such leave by utilization of previously accrued and

grandfathered sick leave and/or vacation.

Section 5 Bereavement Leave.

In the event of the death of a spouse or child of an employee, he/she shall be granted paid leave in the amount of up to five (5) days leave and such leave will not be charged to sick, personal, or vacation leave. The death of a child includes biological children, step-children and adopted children. In the event of the death of all other immediate family of an employee the employee shall be granted up to three (3) working days. A regular employee's immediate family shall be considered as mother, father, brother or sister of either the employee or spouse, grandchildren or grandparents of either the employee or spouse.

Section 6 Jury Duty.

An employee called as a juror will be paid the difference between the fee received for such service and the amount of straight-time earnings lost by reason of such service. Satisfactory evidence of such service must be submitted to the employee's immediate supervisor. Employees who are called to jury duty and are excused from jury duty for a day(s) shall report to their regular work assignments as soon as possible after being excused.

Section 7 Excused Work Days.

Each regular full-time employee and regular part-time employee on a pro-rata basis, with a six month's term of employment on July 1, shall be eligible for three (3) excused work days during the fiscal year with pay at his/her base rate. Employees who achieve a six month's term of employment after July 1, but not later than December 31, shall be eligible for two excused work days during the fiscal year with pay at his/her base rate upon achieving the six month's term of employment.

1. In all cases, the Employees with eligibility as specified above must reserve at least one excused work day until December 31, or until the City renders a decision or declaration, whichever is sooner, as provided for.
2. The City shall have the option of converting one (1) paid Excused Workday to a designated day provided the City so designates prior to December 31st of the preceding year.
 - a) An employee who is not otherwise eligible for a paid Excused Workday shall be excused and paid for such City designated workday.
3. In the event an employee is scheduled to work on a designated Excused Workday, he/she shall reschedule in

the fiscal year or in the event the day cannot be rescheduled due to business conditions, shall be paid in lieu of the designated Excused Workday at his/her base rate.

4. An employee who is absent with pay on a designated Excused Workday may reschedule the day provided such rescheduling is in the same fiscal year.
5. Non-designated Excused Workdays shall normally be scheduled 24 hours in advance with approval of the Chief of Police.
 - a) An employee is otherwise absent with pay on a non-designated Excused Workday shall be permitted to re-schedule in the same fiscal year.
 - b) There shall be no payment in lieu of or carry-over from one fiscal year to the next of unused non-designated Excused Workdays.

Section 8 Special Leave

The City Manager, at his/her sole discretion, may grant other leaves of absence with or without pay and/or service credit and/or benefits when the good of the City is benefited.

ARTICLE XVII: WORK CONNECTED INJURIES:

The parties to this Agreement hereby agree that an employee out of work due to a job-connected injury shall receive Workers' Compensation: the difference between the amount paid to the employee through Workers' Compensation and his/her regular salary shall be paid to the employee by the Employer for a period of the first ninety (90) calendar days of said job-connected injury absence, said amount shall not be charged against the employee's grandfathered accumulated sick leave or vacation time. The ninety (90) calendar day period shall begin on the first lost day of work, after the initial date of injury. At the end of the first ninety (90) calendar day period of said job-connected injury, the employee shall be paid the difference between Workers' Compensation and his/her regular salary through application to said Workers' Compensation payment of his/her vacation time and/or grandfathered accumulated sick leave; said weekly payments not to exceed his/her regular rate of pay. Provided, that the difference between Workers' Compensation benefits and the employee's regular salary shall, for the first five (5) day absence due to any job-connected injury, be applied against the employee's grandfathered accumulated sick leave, except for probationary employees, if any, shall be paid under the provisions of ARTICLE XVI, Section 8,

Special Leave. Provided further, that after expiration of the first ninety (90) calendar day period the Chief of Police shall at once order a complete physical and/or mental examination of said employee by two registered physicians, who are specialists in the field of injury, if the report of their examination establishes the injury as one which permanently incapacitates said employee, application shall be made for retirement under the provisions of the New Hampshire Retirement Law. The application for retirement under the NH Retirement law shall cause the continued accrual of leave time to be discontinued. The commencement of payments under the New Hampshire Retirement Law shall end the Employer's obligation for payment of vacation time and/or accumulated sick leave under this section. Provided further, that if it is determinable immediately after an employee is injured, by two registered physicians selected by the Chief of Police, that an employee will not be able to return to his/her regular duties at any time in the future, the Employer shall not be obligated to pay the difference between Workers' Compensation and the employee's regular salary for the first ninety (90) calendar days of injury in compliance with this section.

ARTICLE XVIII: EDUCATIONAL INCENTIVE:

Section 1 The parties of this Agreement hereby acknowledge the importance and benefit of maintaining a well-educated and capable police department.

Section 2 In accordance with the acknowledgment set forth in Section 1, the Employer agrees to provide for employees who work forty (40) or more hours and on a pro-rata basis for all other employees the following educational incentives in addition to an employee's regular salary for Employees who attend (or attended) accredited colleges pertaining to their positions with the Dover Police Department with the exception of non-related fields, which will be paid at a maximum of an Associate's degree.
The following Educational Incentives shall apply:

- 2.1 Active employees hired on or prior to 12/28/2017 (a-c &f):
- a) \$581.00/yr. for completion of 15 semester hours.
 - b) \$659.00/yr. for completion of 30 semester hours.
 - c) \$893.00/yr. for completion of 60 semester hours.
 - d) \$1,600.00/yr. for completion of Associate degree.
 - e) \$2,000.00/yr. for completion of a Bachelor degree.
 - f) \$1,925.00/yr. for completion of 15 credit hours towards a Master's degree.
 - g) \$2,400.00/yr. for completion of Master's degree.

2.2 Active employees hired after 12/28/2017:

- a) \$1,600.00/yr. for completion of Associate degree.
- b) \$2,000.00/yr. for completion of a Bachelor degree.
- c) \$2,400.00/yr. for completion of Master's degree.

ARTICLE XIX: CLEANING ALLOWANCE:

Section 1 All uniforms and equipment will be provided by the Employer.

Section 2 The Employer shall repair or replace uniforms and personal clothing, shoes, eyeglasses, dentures and watches, not to exceed the actual depreciated value of such items that are damaged or destroyed in the line of duty, under procedures and standards established by the Employer. In the event of a dispute, said dispute shall be subject to the grievance procedure.

Section 3 Each sworn officer and non-sworn officer required to wear a uniform (such as, Parking Enforcement Officers and Animal Control Officer) shall receive one hundred fifty dollars (\$150) quarterly (4/1, 7/1, 10/1, 1/1) for use in cleaning clothing soiled during employment.

Section 4 Dispatchers shall receive one hundred dollars (\$100) quarterly (4/1, 7/1, 10/1, 1/1). Other non-sworn employees shall receive sixty-five dollars (\$65) quarterly. For non-full-time employees, this amount will be prorated pursuant to the number of hours worked.

ARTICLE XX: COURT TIME:

Section 1 Any employee who, because of his/her official duties is required to make a court appearance on behalf of the Employer or the State of New Hampshire, shall when said appearance is made be compensated in an amount no less than three (3) hours at the employee's overtime rate of pay minus a deduction equivalent to any compensation received by the employee in accordance with the provisions of New Hampshire Revised Statutes Annotated, Chapters 516:16 and 592(a):13. In addition thereto, employees shall be compensated an additional amount by the City in order to equal his/her regular overtime rate for the hours in attendance in excess of three (3) hours.

ARTICLE XXI: INSURANCE:

Section 1 The City shall offer a comprehensive cafeteria benefits program for regular full-time employees consisting of health, dental, and life insurance options. In addition, the City's benefits program will allow for Section 125 pre-tax flexible spending accounts, a 457 deferred compensation retirement savings program and may include other

additional or supplemental insurance plans and benefit offerings.

Section 2 An employee may continue to choose their own health plan from the offerings provided as part of the City's cafeteria plan during the City's annual open enrollment period. The City will pay for each regular full-time employee a portion of the health insurance premium for single, two-person or family coverage of the plan chosen by the employee.

Section 2.1. The City will pay 82% of the Blue Choice 3 Tier plan with \$20 copay and Rx \$10/\$20/\$45.

Section 2.2 The City will pay 95% of the Matthew Thornton Blue 2 Tier plan with \$15 copay and Rx \$10/\$20/\$45

Section 2.3 The City will pay 100% of the Matthew Thornton Blue Site of Service plan premium and Rx \$10/\$20/\$45, with deductibles and copays to be paid by the employee.

Regular part-time employees may opt to participate and purchase at their own expense health insurance coverage under the City's cafeteria benefits program. An employee will be required to supplement the City's health premium contribution with payroll deductions made on a pre-tax basis (subject to federal and State of NH regulations).

Section 3 Employees opting for the lowest cost health plan will have the insurance cost share for eligible coverage level capped at a maximum of 10% of base annual salary (to be calculated based upon hours worked per week x 52 weeks x base rate in effect on the first full pay period following July 1st of each plan year.)

Section 4 The City will pay the monthly dental insurance premium for each regular full-time employee up to an amount equal to the two person base coverage premium. An employee may continue to choose their own dental plan from the offerings provided as part of the City's cafeteria plan during the City's annual open enrollment period. An employee will be required to supplement the City allowance by paying for more expensive dental benefits with payroll deductions made on a pre-tax basis (subject to federal and State of NH regulations).

Section 5 Each regular full-time employee will be required to secure, at a minimum, a basic package of health and dental insurance for themselves. Employees may avoid the minimum health & dental insurance coverage requirements and receive a cash payment in

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lieu of coverage provided they show satisfactory proof of coverage in a non-City or health and/or dental insurance plan. Regular full-time employees having alternative non-City health and/or dental insurance coverage and electing to forgo the City insurance plans may receive cash payment in the following amounts:

	Health Buyout:	Dental Buyout:
Single:	\$5,685 per year	\$188 per year
Two-Person:	\$11,370 per year	\$369 per year
Family:	\$15,350 per year	\$369 per year

In the event that the City's avoided cost for health insurance drops below the above amounts, the above figures will be reduced to 100% of the City's avoided cost.

To receive this payment, an employee must complete a benefits selection and cash option election form during the annual open enrollment period. The cash payment shall be made in weekly installments during the corresponding benefit plan year.

Section 6 Life Insurance: The City agrees to provide regular full-time employees at no cost to the member term life insurance in the amount equal to the next even \$1,000 of his/her salary with double indemnity in a job-related accident.

Section 7 457 Matching Incentive Program and Retired Employee Health Insurance Coverage:
Paid health insurance coverage for regular full-time employees retired with a minimum of 20 years of service shall be grandfathered and will continue to be provided for any City employee active on or before May 30, 2000 per the terms and conditions indicated below. All new employees hired after May 30, 2000 shall not be eligible for this benefit but will have the option of participating in an employer sponsored 457 program allowing for a 50% matching City contribution capped at \$1,500/year per employee to be apportioned weekly. Effective July 1, 2022 the City contribution shall increase and be capped at \$1,800/year per employee. Current employees eligible for the paid retiree health insurance coverage will be provided the option to forgo such future paid health coverage by electing to enroll in the employer sponsored 457 savings program and also receiving the 50% matching City contribution capped at \$1,500/year per employee to be apportioned weekly. Effective July 1, 2022 the City contribution shall increase and be capped at \$1,800/year per employee.

7.1 For those employees retaining the paid health insurance coverage for retirees benefit, the City shall pay the monthly health insurance premium up to an

amount equal to that paid for active members of the bargaining unit for a retiree with twenty years employment with the City. This retiree health benefit shall be limited to the group health insurance benefit plan available to active members of the bargaining unit. In the event no group health insurance is available to the active members of the bargaining unit, the City's sole obligation is to tender to the retired employee an amount equal to the premium paid by the City for such retired employee when coverage was available.

7.1.1 Following retirement, an employee must file for a reduction in coverage due to a change in family/marital status. In no event shall a retired employee be permitted to opt for increased membership coverage.

7.1.2 The retired employee shall coordinate this coverage with Medicare and any other federal/state retiree health insurance related programs that may be available to the retired employee.

Section 8 Health insurance premium savings realized by the City from new or additional health plans having lower costs (other than those currently offered by the City) shall be shared equally with an employee choosing the new or additional health plan. The savings to be shared with the employee shall be calculated only for the year in which the plan offering becomes available for all employees. Such amount shall be paid to the employee as a lump-sum on a one-time basis during January of the initial plan year.

Section 9 The City's third-party administrator of health and dental insurance plans identifies a surplus for a specified plan year.

Surplus eligibility is determined by employee participation in the health and/or dental plan for the surplus plan year and for employees having a premium cost share through payroll deductions. Employees opting for the health and/or dental buyout during the surplus plan year or employees not having a cost share of the premium, are not eligible for a portion of the surplus rebate. Surplus rebates are provided to active employees through the City's payroll system and to retirees through Accounts Payable.

If a surplus has been identified, a list of potentially eligible employees is provided to Human Resources with a surplus dollar amount for each.

Health Insurance rebates are determined as follows:

Percent of employee contribution (if any) x the total surplus amount for member

(Example: Access Blue 5% Employee Contribution x \$1,100 [surplus amount] = \$55 rebate to employee/retiree).

Dental Insurance rebates are determined as follows:

Amount of Employee Annual Contribution (if any) / Total Annual Cost of Premium = Percent

Percent x the total surplus amount for member

(Example: \$176 / \$570 = .308 x \$100 = \$30.80 rebate to employee/retiree).

ARTICLE XXII: FALSE ARREST PROTECTION:

The Employer shall provide at no cost to the employee, insurance coverage in the amount of one (1) million dollars for liability protection for actions rising out of the performance of the employee's duties, including action for False Arrest.

ARTICLE XXIII: LONGEVITY:

Section 1 An annual longevity bonus shall be paid to each regular employee (pro-rated for hours worked) for completion of each year of continuous service with the City according to the following non-cumulative schedule:

a) five (5) years up to ten (10) years	\$400
b) ten (10) years up to fifteen (15) years	\$800
c) fifteen (15) years up to twenty (20) years	\$1,200
d) twenty (20) years to 25 years	\$1,600
e) twenty-five (25) years or more	\$2,000

Section 2 Longevity bonus payments for all employees shall be calculated and paid annually on the first full pay period in December of each year.

Section 3 Dispatchers and Sworn Officers shall receive a Recruitment and Retention longevity bonus of five hundred dollars (\$500) upon successful completion of each year to be added to the longevity payment in December (Pay Period 24). Dispatchers and Sworn

Officers with less than five (5) years of continuous service shall be eligible for this additional longevity payment for the period of the contract.

ARTICLE XXIV: PAYMENT FOR WORK DONE:

Any Police Officer or non-sworn employee receiving an assignment in a supervisory position or as Assistant Shift Commander, the member shall be compensated by adding three percent (3%) to their current rate and placing them on the salary schedule at the out of position grade level. If the rate falls between steps, the member shall be placed at the higher step for the entire period of said shift assignment.

ARTICLE XXV: EMT PAY:

Section 1 Each employee of the Police Department having been certified and maintain said certification as an Emergency Medical Technician (EMT) shall be paid Five Hundred Dollars (\$500.00) annually on a prorated basis on or about December 15th of each year.

ARTICLE XXVI: PROFESSIONAL GROWTH

Section 1 Secretary I & II

In order to provide professional growth opportunities for secretaries, Secretary I and Secretary II positions have been created: The positions of Secretary I and Secretary II are normally staffed by a civilian employee that reports directly to an administrative superior or department head. These positions require that the individual perform highly responsible secretarial work, develop office procedures, and answer routine and varied inquiries. Individuals assigned to the position of secretary are required to operate with some independence, to exercise judgment and tact in answering inquiries and to make decisions regarding the correct course of action within the scope of their assignment.

The position of Secretary II involves other added higher level duties. Department policy, as established by the Police Chief, shall specify the requirements and distinguish between Secretary I and Secretary II criteria.

Section 2 Public Safety Dispatcher I & II

In order to provide professional growth opportunities for dispatchers, Dispatcher I and Dispatcher II positions have been created: The positions of Public Safety Dispatcher (I) & (II) are staffed by employees that report directly to the Communications Bureau Supervisor, and in their absence, to the Assistant Communications Bureau Supervisor.

As a general statement, the public safety dispatch center is the processing point for virtually all police and fire department telephone and computer communications entering (or leaving) the police department. Additionally, the public safety dispatcher has significant involvement with walk-in traffic and is also involved in the processing of written correspondence. The dispatcher has primary responsibility for the initial deployment of public safety personnel and equipment subject to department policy.

Department policy, as established by the Police Chief, shall specify the requirements and distinguish between Dispatcher I and Dispatcher II criteria.

ARTICLE XXVII: DURATION OF AGREEMENT:

Section 1 This Agreement shall be in full force and effect commencing July 1, 2021 unless otherwise provided specifically in any article hereof, and shall continue, through June 30, 2024, and then from year to year unless otherwise provided in any section thereof or written notice of desire to cancel, modify or terminate the Agreement is serviced by either party upon the other at least one hundred and twenty (120) days prior to the budget adoption date as set forth in Section 6.5 of the Revised City Charter, City of Dover, New Hampshire or any amendments thereto.

Section 2 If any provisions of this Agreement or any application of the Agreement to any employee or group of Employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect. The parties will meet no later than fourteen (14) days after any such holding for the purpose of renegotiating the provision or provisions affected.

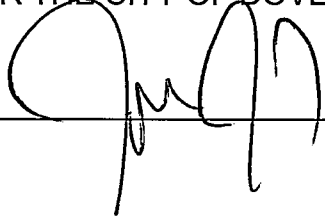
ARTICLE XXVIII: PROCEDURE FOR FUTURE NEGOTIATIONS:

The parties to the Agreement hereby agree that in the event either party serves notice upon the other in compliance with ARTICLE XXII, the parties will designate their respective authorized bargaining representatives within ten (10) days of receipt of said notice and begin negotiations no later than twenty (20) days after said notice is received. In the event agreement cannot be reached within forty (40) days of the initial negotiation meeting upon any matter that is subject to negotiation, either party may request mediation and fact finding which shall be conducted in compliance with New Hampshire RSA 273-A.

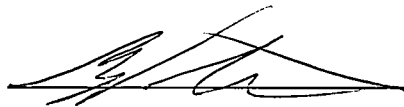
ARTICLE XXIX: ACKNOWLEDGEMENT OF AUTHORITY:

The City of Dover hereby acknowledges its authority to enter into this contract in accordance with the contract's terms regardless of the term of or duration of any specific member upon the City Council of the Employer. It is the intention of the City to continue in full force and effect this Agreement regardless of the specific membership on the City Council of the Employer at any specific time.

FOR THE CITY OF DOVER, NH



FOR THE D.P.A.



Molly Martuscello

DPA President

8/16/21

Signature Date: _____

8/25/21

Appendix A

Effective July 1, 2021

Position	DPA Grade
Maintenance Custodian	D07
Parking Enforcement Officer	D09
Secretary I	D09
Secretary II	D10
Animal Control Officer	D12
Dispatcher I	D10
Dispatcher II	D12
Police Officer I	D13
Police Officer II	D15



**FY2022 Wage Schedule
City of Dover, NH**

Appendix B

Grade/Step	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
D01	\$9.54	\$9.85	\$10.16	\$10.47	\$10.78	\$11.09	\$11.39	\$11.70	\$12.01	\$12.32	\$12.63	\$12.94	\$13.25	\$13.56	\$13.87
D02	\$10.25	\$10.58	\$10.91	\$11.24	\$11.57	\$11.90	\$12.23	\$12.56	\$12.89	\$13.22	\$13.55	\$13.88	\$14.21	\$14.54	\$14.87
D03	\$11.02	\$11.37	\$11.72	\$12.07	\$12.42	\$12.77	\$13.12	\$13.48	\$13.83	\$14.18	\$14.53	\$14.88	\$15.23	\$15.58	\$15.93
D04	\$11.85	\$12.23	\$12.61	\$12.99	\$13.37	\$13.75	\$14.13	\$14.52	\$14.90	\$15.28	\$15.66	\$16.04	\$16.42	\$16.80	\$17.18
D05	\$12.74	\$13.16	\$13.57	\$13.98	\$14.39	\$14.80	\$15.22	\$15.63	\$16.04	\$16.45	\$16.86	\$17.28	\$17.69	\$18.10	\$18.51
D06	\$13.69	\$14.13	\$14.58	\$15.02	\$15.46	\$15.91	\$16.35	\$16.79	\$17.24	\$17.68	\$18.12	\$18.56	\$19.01	\$19.45	\$19.89
D07	\$14.72	\$15.20	\$15.67	\$16.14	\$16.62	\$17.09	\$17.57	\$18.04	\$18.51	\$18.99	\$19.46	\$19.93	\$20.41	\$20.88	\$21.36
D08	\$15.82	\$16.33	\$16.83	\$17.34	\$17.84	\$18.35	\$18.85	\$19.36	\$19.86	\$20.37	\$20.87	\$21.38	\$21.88	\$22.39	\$22.89
D09	\$17.02	\$17.57	\$18.11	\$18.66	\$19.20	\$19.75	\$20.30	\$20.84	\$21.39	\$21.93	\$22.48	\$23.03	\$23.57	\$24.12	\$24.66
D10	\$18.29	\$18.87	\$19.46	\$20.05	\$20.64	\$21.22	\$21.81	\$22.40	\$22.98	\$23.57	\$24.16	\$24.75	\$25.33	\$25.92	\$26.51
D11	\$19.67	\$20.30	\$20.92	\$21.55	\$22.18	\$22.81	\$23.44	\$24.07	\$24.69	\$25.32	\$25.95	\$26.58	\$27.21	\$27.84	\$28.46
D12	\$21.14	\$21.82	\$22.50	\$23.18	\$23.86	\$24.54	\$25.22	\$25.90	\$26.58	\$27.26	\$27.94	\$28.62	\$29.30	\$29.98	\$30.66
D13	\$22.73	\$23.46	\$24.19	\$24.92	\$25.65	\$26.38	\$27.12	\$27.85	\$28.58	\$29.31	\$30.04	\$30.77	\$31.50	\$32.24	\$32.97
D14	\$24.43	\$25.21	\$25.99	\$26.78	\$27.56	\$28.34	\$29.12	\$29.91	\$30.69	\$31.47	\$32.26	\$33.04	\$33.82	\$34.60	\$35.39
D15	\$26.26	\$27.10	\$27.95	\$28.79	\$29.64	\$30.48	\$31.33	\$32.17	\$33.02	\$33.86	\$34.71	\$35.55	\$36.40	\$37.24	\$38.09
D16	\$28.23	\$29.13	\$30.04	\$30.95	\$31.85	\$32.76	\$33.67	\$34.57	\$35.48	\$36.39	\$37.29	\$38.20	\$39.11	\$40.01	\$40.92
D17	\$30.34	\$31.32	\$32.30	\$33.28	\$34.25	\$35.23	\$36.21	\$37.19	\$38.17	\$39.15	\$40.13	\$41.11	\$42.08	\$43.06	\$44.04
D18	\$32.62	\$33.67	\$34.72	\$35.77	\$36.82	\$37.87	\$38.92	\$39.97	\$41.02	\$42.07	\$43.12	\$44.18	\$45.23	\$46.28	\$47.33
D19	\$35.07	\$36.19	\$37.31	\$38.44	\$39.56	\$40.68	\$41.81	\$42.93	\$44.05	\$45.17	\$46.30	\$47.42	\$48.54	\$49.67	\$50.79
D20	\$37.70	\$38.91	\$40.13	\$41.34	\$42.56	\$43.77	\$44.99	\$46.20	\$47.42	\$48.64	\$49.85	\$51.07	\$52.28	\$53.50	\$54.71
D21	\$40.53	\$41.83	\$43.12	\$44.42	\$45.72	\$47.02	\$48.32	\$49.61	\$50.91	\$52.21	\$53.51	\$54.81	\$56.11	\$57.40	\$58.70
D22	\$43.57	\$44.97	\$46.37	\$47.77	\$49.17	\$50.57	\$51.97	\$53.38	\$54.78	\$56.18	\$57.58	\$58.98	\$60.38	\$61.78	\$63.18
D23	\$46.83	\$48.34	\$49.84	\$51.35	\$52.85	\$54.35	\$55.86	\$57.36	\$58.87	\$60.37	\$61.87	\$63.38	\$64.88	\$66.39	\$67.89
D24	\$50.35	\$51.96	\$53.58	\$55.20	\$56.82	\$58.43	\$60.05	\$61.67	\$63.29	\$64.90	\$66.52	\$68.14	\$69.76	\$71.37	\$72.99

Appendix C

Personal Sickness and Accident Disability provision from the July 1, 2014 – June 30, 2017 Collective Bargaining Agreement:

A regular full-time employee or regular part-time employee on pro-rata basis will be eligible for Personal Sickness and Accident Disability benefits beginning with the sixth regular scheduled workday of absence upon presentation of a physician's certificate based on the following schedule:

6 months but less than 2 years:	6 wks. full pay
2 years but less than 5 years:	12 wks. full pay
5 years but less than 10 years:	20 wks. full pay
10 years but less than 15 years:	36 wks. full pay
15 years but less than 20 years:	48 wks. full pay
20 years +:	52 wks. full pay

Short term disability payments are calculated using the net of Workers' Compensation benefits provided by an outside employer.

An employee having grandfathered sick leave under the provisions of ARTICLE XVI, Section 2(f), Personal Sickness or Injury Leave, may utilize such accruals to supplement the provisions of ARTICLE XVI, Section 3, in the event the term of a disability exceeds the employee's eligibility schedule provided in this section. Maintaining eligibility for the term of the absence will require ongoing evidence that the employee is under the ongoing care of a physician and following an approved, recommended treatment program. Reinstatement from a disability absence will require a physician's certificate verifying the employee's fitness for work.

Second and Third Medical Opinions. The City may, at its expense and discretion and as such a condition for continued coverage or reinstatement, schedule an employee absent under this Article to see a second physician of the City's choosing if it has reason for concern relative to either the employee's treatment program or expected recovery period. In the event that there is a difference of opinion between the Employees treating physician and the City's second opinion physician, the City may, at its expense and discretion and as a condition for continued coverage or reinstatement, schedule the employee for a third medical opinion with a physician mutually agreed upon by the treating and second opinion physicians to resolve any discrepancy between treating and second opinion physicians. The City will rely on the above process in determining the eligibility for continued coverage or

reinstatement. An employee who refuses to provide evidence of ongoing treatment, and/or refuses to submit to second and third medical opinion diagnosis and/or to modify the treatment program as determined appropriate through second/third medical opinion process shall not be eligible to continued benefits under the Article and may be subject to disciplinary action. If, after receiving benefits for a medically certified disability absence, an employee returns to work for less than two weeks and becomes disabled again for the same or another disability, benefits will resume on the first day of absence. If an employee returns to work for two, but less than twelve weeks, benefits will not start again until the sixth regularly scheduled workday. In either case, the duration of benefits paid during the previous absence is counted in determining the amount and duration of benefits regardless of whether the absences are due to the same or a different cause.

Partial Disability. In the event an employee is determined fit to return to work on a part-time basis, benefits for the difference between the part-time and full-time hours will be paid in accordance with the schedule provided for above. In no case shall the application of full and/or partial benefits extend beyond the benefit schedule provided in Article XVI, Section 3.

Appendix D

Positions identified as Below Market referenced in Article IX, Section 2:

Custodian

Secretary I

Positions identified as Near Market referenced in Article IX, Section 2:

Animal Control Officer

Parking Enforcement Officer

Police Dispatcher I

Police Dispatcher II

Police Officer I

Police Officer II

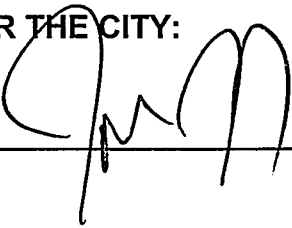
Secretary II

MEMORANDUM OF AGREEMENT
THE CITY OF DOVER, NH – and – DPA


The City of Dover, NH and the Dover Police Association having agreed to terms and conditions for a Collective Bargaining Agreement covering the period July 1, 2021 through June 30, 2024 are further agreed that:

During the term of this Agreement (July 1, 2021 through June 30, 2024) should any City bargaining unit in recognition of the increased employee health insurance premium cost share negotiate a wage schedule adjustment beyond the COLA wage adjustment provided in ARTICLE IX: WAGES, RATES, & WAGE ADJUSTMENTS, SECTION 1 or a lesser employee health insurance premium cost share provided in ARTICLE XXI: INSURANCE, SECTION 2 or a longer duration provided in ARTICLE XXVI: DURATION OF AGREEMENT, negotiations on such issue shall be reopened with the intent being that a similar adjustment(s) shall be granted to the membership of the Dover Police Association.

FOR THE CITY:



FOR DPA:


Molly Martuscello
DPA President
8/16/21

Signature Date: _____

