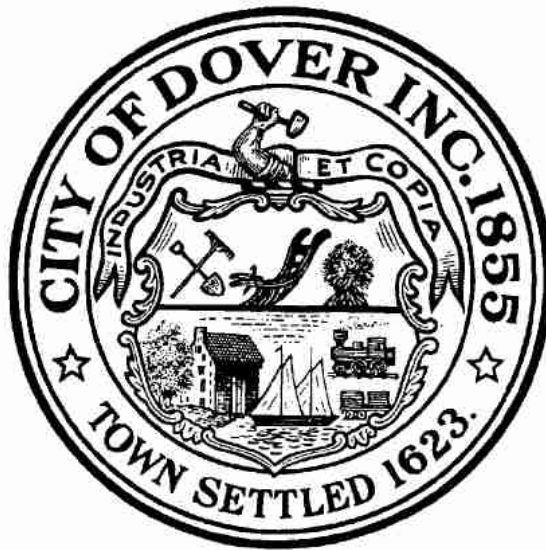


# **COLLECTIVE BARGAINING AGREEMENT**

**CITY OF DOVER, NEW HAMPSHIRE**

**AND**

**DOVER POLICE ADMINISTRATORS ASSOCIATION**



**July 1, 2017 through June 30, 2020**

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

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**COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
CITY OF DOVER, NEW HAMPSHIRE  
and the  
DOVER POLICE ADMINISTRATORS 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 Administrators 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 the terms of salary and fringe benefits to be observed between the parties hereto.

**ARTICLE I: RECOGNITION:**

The Employer recognizes the Association as the sole and exclusive bargaining agent for the purposes of collective bargaining as to salary, wages and fringe benefits for all of its members whose positions are shown on Appendix A attached hereto.

**ARTICLE II: EMPLOYEE RIGHTS:**

- Section 1 All employees covered by this agreement shall be permitted to join the collective bargaining unit, and shall not be favored or discriminated against because of their membership or non-membership in the collective bargaining unit.
- Section 2 Newly hired employees shall serve a probationary period of twelve months, and shall have no departmental seniority status during this period. Upon completion of the probationary period, this time shall be considered as part of the employee's seniority time.
- Section 3 Newly hired employees may be terminated at any time during their probationary period with or without cause. Employees serving a probationary period resulting from a promotion or re-assignment shall be subject to termination with just cause.
- Section 4 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 been a member of the bargaining unit. Classification seniority shall be defined as the length of time the employee has been employed in a particular position, classification, or grade.

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- Section 5 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 member 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 of one (1) year from the date of the layoff to provide a written notice of an available position to be sent by mail to the last known address of the former member. The member shall be obligated to inform the City in writing of any changes in address. Upon reinstatement from a layoff, an employee shall retain all previously accrued seniority.
- 5.1 In the interest of all employees of the Police Department, it is agreed that members of the DPAA(2) 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.
- 5.2 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, an employee "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.
- 5.3 The bumpback rights afforded herein shall be subject to acceptance by the Dover Police Association. Should these rights not be afforded by the Dover Police Association, no additional obligation shall fall upon the City other than the notification and reinstatement provisions specified above.
- Section 6 An employee who is assigned to perform the duties of a Division Commander for more than thirty days, but less than six months, will be considered on a temporary assignment and will qualify for a stipend of five percent above their normal hourly pay rate for all hours worked in that capacity. A temporary assignment of this nature may be extended beyond the six month time frame if the

situation warrants such action by the Chief. An employee promoted to a higher paying job classification other than temporarily, shall receive a minimum five percent (5%) increase provided such rate does not exceed the maximum rate for the higher graded position and further provided such rate is at least the minimum rate of the higher graded position.

**ARTICLE III: 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 IV: GRIEVANCE PROCEDURE:**

- Section 1 A grievance is defined as an alleged violation, misinterpretation or misapplication of the provisions of the collective bargaining agreement with respect to one or more employees covered by the collective bargaining agreement.
- Section 2 Step 1. An employee having a grievance is encouraged to discuss the matter informally with the employee's immediate supervisor and/or superintendent/division head in an attempt to resolve the matter. The employee shall be required to discuss the matter informally with the employee's department head prior to initiating a formal written grievance.
- Section 3 Step 2. If the aggrieved employee or the bargaining unit is not satisfied with the informal discussion and resolution of the department head and desires to proceed with the grievance, a grievance shall be made, in writing, to the department head stating those specific sections of the contract which have been violated, the specific grievance and the remedy desired. Filing of the grievance with the department head, in any case, shall be done within thirty (30) calendar days from the date the employee could reasonably have been first made aware of the event or should have reasonably known of the event. The department head shall render a decision within thirty (30) calendar days of receiving the written grievance. The department head or employee may require that a grievance hearing be conducted prior to the issuance of a decision.
- Section 4 Step 3. If the aggrieved employee or the bargaining unit is not satisfied with the decision of the department head and desires to proceed with the grievance, an appeal shall be made, in writing, to the City Manager stating those specific sections of the contract which have been violated and the basis of the appeal of the

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department head's decision. Filing of the appeal with the City Manager shall be done within thirty (30) calendar days of receipt of the written decision from the department head. The City Manager or a designated representative shall conduct a grievance hearing and shall render a decision within thirty (30) calendar days from receipt of the written appeal.

Section 5 Step 4. If the bargaining unit is not satisfied with the decision of the City Manager or the designated representative, the bargaining unit may submit, in writing, a request to the American Arbitration Association to submit the names of prospective arbitrators to the parties. The parties shall then select an arbitrator under the Association's rules and request the Association to appoint the arbitrator to resolve the grievance. If the bargaining unit fails to submit a written request for the appointment of an arbitrator within twenty (20) calendar days of the City Manager or the designated representative's decision, the grievance shall be deemed abandoned and no further action shall be taken with respect to such grievance.

Section 6 The decision of the arbitrator shall be final and binding upon the parties as to the matter in dispute.

Section 7 The expense of the arbitrator shall be paid by the losing party. Each party shall make arrangements for and pay the expense of witnesses who are not City employees who are called by them. In settlement decisions, where a clear losing party is not identifiable, the arbitrator may apportion expenses in a non-punitive manner as part of the arbitration ruling.

Section 8 The time limits required in the grievance procedure may be extended or by-passed by mutual agreement of the parties.

Section 9 All decisions involving wages, wage rates, promotions, transfers, hours worked and not worked, shall be retroactive to the date the grievance first occurred at the discretion of the arbitrator.

**ARTICLE V: SALARIES:**

Section 1 Wage Schedule

1.1 Effective the beginning of the first full pay period immediately following July 1, 2017, all members of the Union shall receive a cost of living adjustment of one and one-half percent (1.5%) based on the Boston-Brockton-Nashua area Consumer Price Index (CPI-U) year-end average for the twelve month period ending December 31, 2016, as used in the City's Tax Cap calculation. Such adjustments shall be applied to the Appendix B Step Plan Wage Schedules.

1.2 Effective the beginning of the first full pay period immediately following, July 1, 2018, all members of the Union shall receive a cost of living adjustment of at least two percent (2%) and not greater than four percent (4%) based on the Boston-Brockton-Nashua area Consumer Price Index



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- (CPI-U) year-end average for the twelve month period ending December 31, 2017, 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 Effective the beginning of the first full pay period immediately following, July 1, 2019, all members of the Union shall receive a cost of living adjustment of at least two percent (2%) and not greater than four percent (4%) based on the Boston-Brockton-Nashua area Consumer Price Index (CPI-U) year-end average for the twelve month period ending December 31, 2018, as used in the City's Tax Cap calculation. Such adjustment resulting from those negotiations shall be applied to the previously adjusted Appendix B Step Plan Wage Schedules.

Section 2 Wage Rate Adjustments

- 2.1 During the period of July 1, 2017 through June 30, 2020, all employees shall be eligible to receive a step rate increases on July 1. The step increase shall only be awarded following the satisfactory completion of a full twelve (12) months of service for the period prior to and including the employee's anniversary date immediately preceding July 1<sup>st</sup> 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 will not receive the step increase until satisfactory completion of the probationary period has been achieved.
- 2.1.1 "Satisfactory completion" shall be defined as having received an overall annual performance evaluation score of 80% or greater.
- 2.1.2 The overall evaluation score shall consist of a combination of the following; 60% weighting applied to the supervisor written evaluation and a 40% weighting applied to the annual average of the weekly computerized training (CAT) test scores taken by the employee, except that employees above the rank of Lieutenant, those sworn employees responsible for the development of the CAT tests, and all non-sworn employees shall not be required to participate in the CAT testing. For employees excluded from the CAT testing, the supervisor written evaluation shall comprise 100% of the annual performance evaluation score.
- 2.1.3 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

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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.

2.1.4 Upon receiving an overall evaluation score which results in a step rate increase, an employee shall receive the step increase as commencing on their anniversary date of employment or promotion.

2.2 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.

2.3 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. 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.

Section 3 Salaries shall be paid weekly. Provided that if the City and the Dover Police Administrator's Association contractually agree to bi-weekly payment, such bi-weekly payment shall be adopted as a provision of the Agreement.

Section 4 For the positions of Records Supervisor, Communications Supervisor, and Information Management System Administrator; the current incumbents in the aforementioned positions at the date of the signing of this Agreement shall be placed at a "red-circled" rate equivalent to working a 41.25 hour week. These incumbents shall be eligible for cost of living adjustments as identified in Section 1 of this Article.

**ARTICLE VI: OVERTIME:**

Section 1 The workweek shall be construed as being 41 ¼ hours per pay period for all sworn personnel and sworn supervisory personnel. The workweek for all other members of the unit shall be 40 hours or less per pay period as may be prescribed by the Chief of Police. Overtime shall be designated as authorized work performed in excess of 41 ¼ hours per week for FLSA-Non-exempt sworn personnel and sworn supervisory personnel, and 40 hours per week for all other FLSA-Non-exempt personnel.

Section 2 All overtime shall be compensated at time and one-half the employee's regular hourly rate as determined by the pay scale established in the Appendix to this Agreement, excepting as otherwise provided herein.



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- Section 3 FLSA-Non-exempt employees called back to work after completing their regular tours of duty shall be compensated for a minimum of four (4) hours at their overtime rate of pay as provided herein.
- Section 4 In recognition of the FLSA-Exempt status of the Captain and Police Prosecutor positions, the affected employees shall continue to perform their respective duties in accordance with current practices excluding premium payments for overtime hours.
- Section 5 From the date of the signing of this Agreement moving forward, compensatory time of 1.5 hours for each hour of time worked in excess of an employee's regular work week may be accrued and used upon agreement of the employee and his/her immediate supervisor. The work week is defined in Section 1, Article VI of the current CBA. 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. This requirement may be waived by management. Compensatory time shall be treated the same as approved usage of vacation time.

Employees may accumulate up to a total of 45 compensatory hours. Earned compensatory hours must be used within 90 days 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 Memorandum of Understanding or those that cannot be used within the 90 day window shall be compensated for as agreed upon in Article VI of the current Collective Bargaining Agreement.

**ARTICLE VII: VACATIONS:**

- Section 1 Upon completing one year of regular employment within the City, employees shall accrue and be entitled to paid vacations as follows:

Employees shall be allowed to accrue up to a maximum of 300 hours at any given time.

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 (40 hr/wk) or 8.25 (41.25 hr/wk) additional vacation hours per year for each year of service above fifteen (15) years.		

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No employee's accrual rate shall exceed 200 (40 hr/wk) or 206.25 (41.25 hr/wk) paid vacation time in any one (1) calendar year. Further, any vacation time in excess of ten (10) working days in any one (1) calendar year shall be taken at the discretion of the Chief of Police.

Section 2 When an employee represented in the bargaining unit who was hired into the department prior to August 11, 2005 terminates his/her employment with the Police Department for any reason, he/she shall be compensated for a maximum of 300 hours accrued vacation time. When an employee hired into the department after August 11, 2005 terminates his/her employment with the Police Department for any reason, he/she shall be compensated for available accrued vacation time up to a maximum of 240 (40 hr/wk) or 247.5 (41.25 hr/wk) hours.

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 a weekly 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. Payment for the eligible "buy-down" shall be made to the employee weekly during the corresponding benefit plan year. To receive a lump sum for the eligible "buy-down," payment 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 VIII: HOLIDAYS:**

Section 1 All bargaining unit employees shall receive an amount equivalent to their regular daily pay for the following holidays, and any other day proclaimed as a holiday by the City Manager:

New Year's Day  
Civil Rights/Martin Luther King Day  
Presidents' Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veterans' Day  
Thanksgiving Day  
Day after Thanksgiving Day  
Christmas Day

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- Section 2 Holidays which fall on a Sunday will be observed on the following Monday and holidays which fall on a Saturday will be observed on the preceding Friday.
- Section 3 Employees shall be entitled to receive holiday pay if they work or use an approved leave of absence which shall include any paid leave time provided for within this agreement for their regularly scheduled shifts immediately prior to and immediately following the designated holiday.
- Section 4 Payments for holidays shall normally be made in the pay period in which the holiday occurs.

**ARTICLE IX: OUTSIDE DETAILS:**

- Section 1 For work assigned through the Police Department, but not paid out of the Police Department budget, other than regularly assigned patrol and shift positions, 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.
- Section 2 FLSA-Exempt positions shall be eligible to receive a premium payment equivalent to one and one-half (1 1/2) times the hourly rate calculated for their position times the number of hours worked for outside details as defined in Section 1 above.

**ARTICLE X: SICK LEAVE AND WORK CONNECTED INJURIES:**

- Section 1 It is hereby acknowledged by the parties to this Agreement that employees of the Police Department are involved in hazardous employment that often places them in circumstances endangering their well-being. Considerations of the employer for sick leave benefits on behalf of police Employees are therefore different than the considerations relating to any other City department.
- Section 2 Personal Sickness & Injury Leave
- 2.1 Eligibility
- 2.1.1 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 that 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

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five (5) days being vested upon completion of probation.

- 2.1.2 Any single absence in excess of five (5) regularly scheduled workdays will be treated in accordance with the provisions of ARTICLE X, Section 4, Personal Sickness and Accident Disability.
- 2.1.3 There will be no carry-over of personal sickness and injury days from year to year.
- 2.1.4 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 workdays. Any absence in excess of five (5) regularly scheduled workdays will require a doctor's certificate for payment eligibility as provided in ARTICLE X, Section 4, Personal Sickness and Accident Disability.
- 2.1.5 It is understood that abuse of sick leave may result in discipline.
- 2.2 Prior carry-over
  - 2.2.1 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.
  - 2.2.2 Incumbents with such accrual may supplement eligibility limits as provided in 2.1.1 and subject to the provisions of 2.1.4 above as may be needed.
  - 2.2.3 Upon termination, incumbents grandfathered under 2.2.1 will be paid an allowance of any unused accrual based on the following:

Retirement under the applicable		
NH Retirement Group	-	75%
Resignation/Layoff	-	50%
Death Beneficiary		
* non-job related	-	75%
* job related	-	100%
  - 2.2.4 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 in a lump sum during a pay period in July of 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.

- 2.3 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 (1) day of sick time used will be paid one (1) day's pay at their current rate of pay. The donation of one (1) sick day under the Short Term Disability program, Article X, Section 4.1, shall not be considered as a day used for the purpose of this incentive.

Section 3 Workers' Compensation:

- 3.1 An employee out of work due to a job-connected injury shall receive Worker's Compensation: the difference between the amount paid to the employee through Worker's Compensation and the employee's regular salary shall be paid to the employee by the City for the first ninety (90) calendar day period of said job-connected injury. The City further agrees the first ninety (90) days of said job-connected injury shall not be charged against the employee's accrued sick leave or vacation time. At the end of the first ninety (90) calendar day period of said job-connected injury, the employee shall be paid the difference between Worker's Compensation and the employee's regular salary through the application of said Workers' Compensation payments to the employee's accrued sick leave, said weekly payments by the City not to exceed the employee's regular rate of pay; provided, after expiration of the first ninety (90) calendar day period of said job-connected injury, the department head shall at once order a complete physical and/or mental examination of said employee by a registered physician, and if the report of said examination establishes the injury as one which permanently incapacitates said employee, application shall immediately be made for retirement under the provisions of the New Hampshire Retirement Law. The date,



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upon which payments under New Hampshire Retirement Law commence, the City's obligation for payment of accrued sick leave shall end, as set forth under this Section. It is further agreed that if it is determined immediately after the employee is injured, by a registered physician selected by the department head an employee will not be able to return to the employee's regular duties at any future time, the City shall not be obligated to pay the difference between Workers' Compensation and the employee's regular salary for the first ninety (90) calendar day period of said job-connected injury in compliance with this section.

- 3.2 Sworn employees who suffer a permanent line of duty disability resulting in no work capacity and surviving spouses/eligible dependents of sworn employees suffering a line of duty death shall continue to receive health insurance coverage under the same terms and conditions afforded 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 disabled employee or surviving spouse/eligible dependents an amount equal to the premium paid by the City for such employee when coverage was available.
  - 3.2.1 Eligibility for continued health insurance coverage resulting from a sworn employee's disability shall be subject to verification of permanent disability and lack of work capacity as determined under the NH Workers' Compensation and State of NH Retirement System guidelines.
  - 3.2.2 An employee or surviving spouse/eligible dependents continuing health coverage under this section must file for a reduction in coverage due to a change in family/marital status. In no event shall the employee, surviving spouse/eligible dependents be permitted to opt for increased membership coverage.

Section 4 Short Term and Long Term Disability

- 4.1 Short Term Disability (STD)
  - 4.1.1 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. 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.

- 4.1.2 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.
- 4.1.3 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. 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 shall be required to resign. Members hired prior to the date of signing shall be placed in a non-pay status in lieu of resignation until such time as the schedule provided for job restoration 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 coverage pursuant to the Personal Sickness and Accident Disability provision provided in the July 1, 2014 – June 30, 2017 Collective Bargaining Agreement minus the 26 weeks applicable to STD.

#### 4.2 Long Term Disability (LTD)

- 4.2.1 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. Members will be eligible to apply for LTD benefits after 180 days of full disability (STD period).

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- 4.2.2 Any members hired on or before the date of signing of the contract shall be grandfathered, based on years of service, for restoration 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

- 4.2.3 Restoration 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 restored 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 restoration, 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 restoration status with the City paying the employer portion of the premium, provided the member continues to pay their portion of the premium.

Section 5 Care of Newborn Child (CNC)

5.1 Eligibility

- 5.1.1 Each employee will 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 inclusive of any period of disability, if applicable, associated with delivery.

5.1.1.1 CNC Leave will be without pay but with full service credit and benefits.

- 5.1.2 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 date of birth inclusive of any period of disability, if applicable, associated with delivery.
  - 5.1.2.1 Any extension of the CNC will be without service credit or benefits.
- 5.2 Termination
  - 5.2.1 Upon completion of the CNC leave, the employee shall return to work or be considered as having resigned.
  - 5.2.2 In the event that the employee cannot be re-instated to his/her position as a result of a force reduction, he/she will be treated in accordance with the applicable movement of personnel procedures.
  - 5.2.3 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.
- 5.3 Nothing in Sections 5.1 or 5.2 above will preclude an employee from taking such leave by utilization of previously accrued and grandfathered sick leave and/or vacation.

**ARTICLE XI: 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 for in Section 1, the Employer agrees to provide the following educational incentives in addition to an employee's regular salary for employees who attend (or attended) accredited colleges and studies in the field of police work or other related fields:
  - a) \$1,600/yr. for completion of an Associate degree.
  - b) \$2,000/yr. for completion of a Bachelor degree.
  - c) \$2,400/yr. for completion of a Master's degree.

**ARTICLE XII: CLOTHING 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 non-sworn employee shall receive ninety dollars (\$90.00) and each sworn employee shall receive one hundred twenty five dollars (\$125.00) quarterly (4/1, 7/1, 10/1, 1/1) for use in cleaning clothing soiled during employment.

**ARTICLE XIII: COURT TIME:**

- Section 1 Any Employee who, because of his official duties is required to make an appearance in court or at any administrative proceeding before a government agency on behalf of the Employer or the State of New Hampshire, shall when said appearance is made outside of regular work hours, 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, 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 XIV: PERSONAL LEAVE:**

- Section 1 Excused Workdays. 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 workdays 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 workdays during the fiscal year with pay at his/her base rate upon achieving the six month's term of employment.
- 1.1 In all cases, the employees with eligibility as specified above must reserve at least one excused workday until December 31, or until the City renders a decision or declaration, whichever is sooner, as provided for.
- 1.2 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.



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- 1.2.1 An employee who is not otherwise eligible for a paid Excused Workday shall be excused and paid for such City designated workday.
  - 1.3 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.
  - 1.4 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.
  - 1.5 Non-designated Excused Workdays shall normally be scheduled 24 hours in advance with approval of the Chief of Police.
    - 1.5.1 An employee who is otherwise absent with pay on a non-designated Excused Workday shall be permitted to reschedule in the same fiscal year.
    - 1.5.2 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 2: 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 XV: BEREAVEMENT LEAVE:**

- Section 1 In the event of the death of a spouse or child of an employee, he/she shall be granted 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, he/she will be granted leave in the amount of three (3) days, including regularly scheduled days off and such leave will not be charged to sick leave, personal leave, or vacation leave. All other immediate family shall be defined as including parents; brothers; sisters; grandparents; mothers- and fathers-in- law; step-parents; son/daughter of spouse; brother/sister of spouse; grandchildren of spouse; grandparents of spouse; and domestic partner. One day shall be allowed for aunts, uncles, nephews, and nieces.
- Section 2 In addition to leave as enumerated in Section 1 herein, the Chief of Police may grant up to three (3) days emergency leave in compliance with provisions set forth in the City of Dover, New Hampshire Merit Plan.

**ARTICLE XVI: 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 within thirty (30) days of the Employee's anniversary date of employment to their current grade or position. Sworn employees who fail the physical fitness examination may retake the entire physical fitness examination once, three months from the date of the employee's anniversary date, and will be considered as passing the physical fitness examination if they pass the test at this time. Failure to receive a satisfactory annual rating two years in succession may, at the discretion of the Chief of Police, result in termination.

**ARTICLE XVII: FALSE ARREST PROTECTION:**

The Employer shall provide at no cost to the employee, insurance coverage in the amount of not less than one million dollars (\$1,000,000) per claim for liability protection for actions arising out of the performance of the employee's duties including action for false arrest.

**ARTICLE XVIII: INSURANCE AND MEDICAL COVERAGE**

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 a portion for each regular full-time employee's health insurance premium for single, two-person or family coverage of the plan chosen by the employee.  
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 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 \$10/\$20/\$45.

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

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**Section 3** 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 4** 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 lieu of coverage provided they show satisfactory proof of coverage in a non-City 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 full cost for health insurance drops below the above amounts, the above figures will be reduced to the full cost to the City. 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 5** Life Insurance: The City agrees to provide employees 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 6** 457 Matching Incentive Program and Retired Employee Health Insurance Coverage.

Paid health insurance coverage for employees retired with a minimum of 20 years of service shall be grandfathered for any City employee active on or before May 30, 2000 per the terms and conditions indicated below. All employees who were hired after that date 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. All 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 an employer sponsored



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457 Matching Incentive savings program. Such employer sponsored 457 program shall allow for a 50% matching City contribution capped at \$1,500/year per employee. In Pay Period 4 of each year the City agrees to pre-pay the members committed match amount for the fiscal year. The member must commit to the deduction amount during the annual open enrollment and fulfill that obligation. If the employee does not meet their obligation or employment is severed for any reason prior to meeting the obligation, the difference between the committed amount and their actual amount shall be deducted from their final check (at separation or fiscal year). Members hired after the start of the fiscal year shall be allowed to make an election to the 457 plan and the match shall be prorated, if applicable, and pre-paid to their 457 account. New hires shall be subject to the same obligation requirements noted above. If a member chooses to increase their contribution amount after their match has been prepaid, the increased contribution shall be allowed, but the match will not be adjusted for that fiscal year.

6.1 For those employees retaining the paid health insurance coverage for retirees benefit, the City shall pay the full monthly health insurance premium for those hired into City employment on or before May 30, 2000 and active in the bargaining unit as of July 1, 2008, who retire with twenty years of employment with the City. This retiree health benefit shall be at no cost to the retiree and is limited to the City's group health insurance benefit plan available to active members of the bargaining unit. In the event no City 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.

For those employees retaining the paid health insurance coverage for retirees benefit who were hired into City employment on or before May 30, 2000, but who were not active in the bargaining unit as of July 1, 2008, 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 of employment with the City.

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

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6.1.2 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.

6.1.3 Active employees upon July 2, 2002 who subsequently have a break in service shall no longer be eligible for this paid retiree health insurance benefit.

**ARTICLE XIX: LONGEVITY:**

Section 1 An annual longevity bonus shall be paid to each regular full-time employee (pro-rated for regular part-time employees) 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 up to twenty-five (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.

**ARTICLE XX: EMT PAY:**

Section 1 Each full time employee of the Police Department having been certified as an Emergency Medical Technician (EMT) shall be paid Three Hundred and sixty-four Dollars (\$364.00) on or about December 15th of each year. Part time employees who are certified shall receive a pro-rated amount.

**ARTICLE XXI: DURATION OF AGREEMENT:**

Section 1 This Agreement shall be in full force and effect commencing July 1, 2017 through June 30, 2020 unless otherwise provided specifically in any Article hereof. This Agreement shall continue to govern the working relations between the City and the Association until such time as a new Agreement is ratified by both parties.

Section 2 Should an Article, Section or portion thereof be held unlawful and/or unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific Article, Section or portion thereof directly specified in the decision, and upon the issuance of such a decision, the parties agree to immediately negotiate a substitute for the invalidated Article, Section or portion thereof.



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Section 3 In the event of a conflict between the provisions of this Agreement and the existing policies and procedures of the City with regard to wages, hours of work, and working conditions, it is agreed that this Agreement shall govern the relationship between the parties and shall supersede such other existing policies and procedures referred to.

**ARTICLE XXII: PROCEDURE FOR FUTURE NEGOTIATIONS:**

Section 1 The parties to this Agreement hereby agree that in the event either party serves notice upon the other in compliance with ARTICLE XXI, 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.

Section 2 As it will continue to be the desire of both parties to reach agreement on a successor agreement prior to the expiration of this contract term, either party may initiate negotiations for a successor agreement up to one (1) year in advance of the expiration date by giving written notice to the other party. This provision shall not prohibit mutually agreed upon amendments at any time during the term of this agreement nor shall it relieve either party of the specific notice requirements as established by NH RSA 273-A.

**ARTICLE XXIII: ACKNOWLEDGMENT 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.

**ARTICLE XXIV: MANAGEMENT RIGHTS**

Section 1 The City 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 in this collective bargaining agreement are reserved to and remain vested in the City. The City retains the right to exercise managerial policy within its exclusive prerogative to

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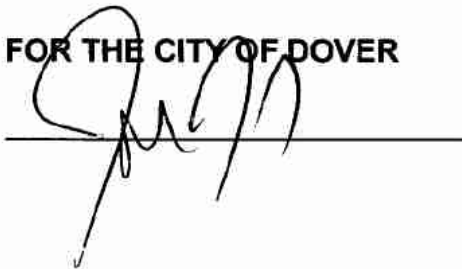
manage its affairs efficiently and economically including, but not limited to, the use of technology, and City's organization structure, and selection, assignment, number, direction and discipline of its

personnel; to determine the methods and means of operations; to determine work schedules, work shifts and numbers of hours to be worked. Further, the City retains the right to adopt, change, enforce

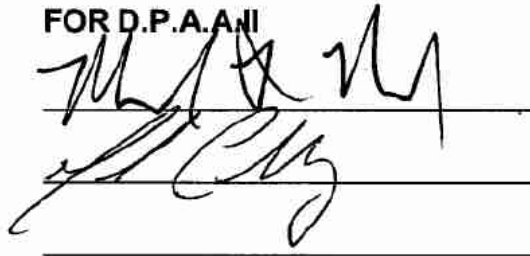
or discontinue any rules, regulations, procedures and policies not in direct conflict with any provisions of this collective bargaining agreement, or existing applicable statutory law as delineated under N.H. Revised Statutes Annotated or U.S. Code, so as to continue public control of the City departments. This enumeration of management rights shall not be deemed as to exclude other management rights not specifically enumerated and the City retains solely and exclusively all of its common law, statutory and inherent rights.

IN WITNESS WHEREOF, the parties hereto have caused these present to be signed by their duly authorized officers and representatives or either, on the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

FOR THE CITY OF DOVER



FOR D.P.A.A.II



Signature Date: 9/15/17

**Appendix A**

Position	DPAAll Grade
Personnel Assistant	15
Executive Secretary to Police Chief	18
Records Supervisor	21
Communications Supervisor	21
Information Management Systems Administrator	22
Parking Manager	24
Police Sergeant	24
Prosecutor	24
Police Lieutenant	27
Police Prosecutor/Legal Advisor	27
Police Captain	30

**Note:** Although hourly rates are shown in the Appendix B table, effective July 1, 2009 all FLSA-Exempt positions are to be compensated on a weekly salaried basis.

The title of Police Captain remains the same with the parties understanding and agreeing that the duties and responsibilities for purposes of comparison are similar to those of Deputy Police Chief in other communities.

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**Appendix B**

<b>FY18</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>	<b>Step 10</b>	<b>Step 11</b>	<b>Step 12</b>
<b>Grade 1</b>	\$8.15	\$8.37	\$8.60	\$8.83	\$9.31	\$9.56	\$9.84	\$10.10	\$10.36	\$10.94	\$11.24	\$11.55
<b>Grade 2</b>	\$8.56	\$8.79	\$9.03	\$9.27	\$9.78	\$10.05	\$10.32	\$10.60	\$10.89	\$11.49	\$11.79	\$12.12
<b>Grade 3</b>	\$8.99	\$9.23	\$9.48	\$9.73	\$10.27	\$10.56	\$10.84	\$11.13	\$11.43	\$12.07	\$12.39	\$12.74
<b>Grade 4</b>	\$9.44	\$9.68	\$9.95	\$10.22	\$10.78	\$11.07	\$11.38	\$11.68	\$12.00	\$12.67	\$13.01	\$13.35
<b>Grade 5</b>	\$9.91	\$10.17	\$10.45	\$10.73	\$11.33	\$11.63	\$11.95	\$12.28	\$12.60	\$13.29	\$13.65	\$14.03
<b>Grade 6</b>	\$10.40	\$10.69	\$10.98	\$11.28	\$11.90	\$12.21	\$12.55	\$12.88	\$13.24	\$13.98	\$14.34	\$14.74
<b>Grade 7</b>	\$10.92	\$11.22	\$11.52	\$11.82	\$12.48	\$12.82	\$13.17	\$13.53	\$13.90	\$14.65	\$15.04	\$15.46
<b>Grade 8</b>	\$11.47	\$11.77	\$12.09	\$12.42	\$13.12	\$13.47	\$13.82	\$14.21	\$14.60	\$15.40	\$15.81	\$16.24
<b>Grade 9</b>	\$12.04	\$12.37	\$12.71	\$13.05	\$13.76	\$14.14	\$14.52	\$14.92	\$15.33	\$16.17	\$16.61	\$17.06
<b>Grade 10</b>	\$12.65	\$12.97	\$13.33	\$13.69	\$14.44	\$14.85	\$15.26	\$15.66	\$16.09	\$16.97	\$17.43	\$17.90
<b>Grade 11</b>	\$13.28	\$13.64	\$14.02	\$14.39	\$15.17	\$15.59	\$16.03	\$16.45	\$16.90	\$17.82	\$18.30	\$18.80
<b>Grade 12</b>	\$13.95	\$14.31	\$14.70	\$15.09	\$15.94	\$16.36	\$16.81	\$17.26	\$17.74	\$18.72	\$19.22	\$19.73
<b>Grade 13</b>	\$14.63	\$15.03	\$15.44	\$15.85	\$16.73	\$17.18	\$17.64	\$18.15	\$18.64	\$19.65	\$20.17	\$20.74
<b>Grade 14</b>	\$15.38	\$15.79	\$16.21	\$16.65	\$17.57	\$18.04	\$18.54	\$19.04	\$19.55	\$20.62	\$21.19	\$21.75
<b>Grade 15</b>	\$16.15	\$16.57	\$17.03	\$17.49	\$18.44	\$18.95	\$19.47	\$20.00	\$20.52	\$21.66	\$22.24	\$22.85
<b>Grade 16</b>	\$16.95	\$17.42	\$17.88	\$18.36	\$19.38	\$19.90	\$20.44	\$20.98	\$21.57	\$22.75	\$23.37	\$24.00
<b>Grade 17</b>	\$17.79	\$18.27	\$18.77	\$19.27	\$20.35	\$20.89	\$21.47	\$22.05	\$22.63	\$23.88	\$24.54	\$25.20
<b>Grade 18</b>	\$18.69	\$19.18	\$19.70	\$20.24	\$21.35	\$21.93	\$22.53	\$23.13	\$23.77	\$25.06	\$25.74	\$26.45
<b>Grade 19</b>	\$19.62	\$20.14	\$20.71	\$21.25	\$22.42	\$23.03	\$23.65	\$24.29	\$24.96	\$26.32	\$27.03	\$27.77
<b>Grade 20</b>	\$20.58	\$21.16	\$21.72	\$22.31	\$23.54	\$24.18	\$24.84	\$25.51	\$26.21	\$27.65	\$28.40	\$29.16
<b>Grade 21</b>	\$21.63	\$22.21	\$22.81	\$23.43	\$24.73	\$25.40	\$26.09	\$26.79	\$27.52	\$29.03	\$29.82	\$30.64
<b>Grade 22</b>	\$22.72	\$23.33	\$23.95	\$24.60	\$25.95	\$26.67	\$27.38	\$28.14	\$28.89	\$30.47	\$31.30	\$32.16
<b>Grade 23</b>	\$23.84	\$24.49	\$25.15	\$25.84	\$27.24	\$27.99	\$28.75	\$29.54	\$30.34	\$32.00	\$32.88	\$33.76
<b>Grade 24</b>	\$25.04	\$25.72	\$26.41	\$27.13	\$28.62	\$29.39	\$30.20	\$31.02	\$31.86	\$33.61	\$34.51	\$35.45
<b>Grade 25</b>	\$26.29	\$27.00	\$27.73	\$28.48	\$30.03	\$30.86	\$31.70	\$32.55	\$33.43	\$35.28	\$36.24	\$37.22
<b>Grade 26</b>	\$27.59	\$28.33	\$29.11	\$29.90	\$31.55	\$32.41	\$33.28	\$34.18	\$35.11	\$37.04	\$38.04	\$39.09
<b>Grade 27</b>	\$28.98	\$29.77	\$30.56	\$31.40	\$33.13	\$34.03	\$34.95	\$35.89	\$36.87	\$38.88	\$39.96	\$41.04
<b>Grade 28</b>	\$30.42	\$31.24	\$32.09	\$32.97	\$34.79	\$35.73	\$36.69	\$37.69	\$38.71	\$40.84	\$41.95	\$43.10
<b>Grade 29</b>	\$31.95	\$32.81	\$33.71	\$34.62	\$36.53	\$37.50	\$38.53	\$39.57	\$40.65	\$42.89	\$44.05	\$45.26
<b>Grade 30</b>	\$33.57	\$34.46	\$35.40	\$36.35	\$38.36	\$39.40	\$40.47	\$41.56	\$42.69	\$45.04	\$46.24	\$47.51
<b>Grade 31</b>	\$35.23	\$36.18	\$37.17	\$38.16	\$40.27	\$41.36	\$42.49	\$43.63	\$44.82	\$47.29	\$48.58	\$49.89
<b>Grade 32</b>	\$37.00	\$37.99	\$39.04	\$40.07	\$42.30	\$43.43	\$44.61	\$45.82	\$47.07	\$49.64	\$51.00	\$52.38
<b>Grade 33</b>	\$38.83	\$39.90	\$40.97	\$42.09	\$44.40	\$45.61	\$46.85	\$48.11	\$49.42	\$52.12	\$53.55	\$55.00
<b>Grade 34</b>	\$40.78	\$41.89	\$43.03	\$44.19	\$46.61	\$47.89	\$49.18	\$50.51	\$51.90	\$54.75	\$56.23	\$57.75
<b>Grade 35</b>	\$42.82	\$43.98	\$45.18	\$46.41	\$48.96	\$50.27	\$51.64	\$53.03	\$54.49	\$57.48	\$59.03	\$60.65
<b>Grade 36</b>	\$44.95	\$46.17	\$47.43	\$48.72	\$51.38	\$52.79	\$54.22	\$55.70	\$57.20	\$60.34	\$61.98	\$63.67
<b>Grade 37</b>	\$47.21	\$48.50	\$49.81	\$51.16	\$53.97	\$55.43	\$56.95	\$58.48	\$60.07	\$63.37	\$65.09	\$66.87
<b>Grade 38</b>	\$49.56	\$50.90	\$52.30	\$53.71	\$56.67	\$58.20	\$59.78	\$61.41	\$63.07	\$66.54	\$68.34	\$70.21
<b>Grade 39</b>	\$52.05	\$53.45	\$54.91	\$56.40	\$59.51	\$61.11	\$62.77	\$64.47	\$66.22	\$69.86	\$71.75	\$73.71
<b>Grade 40</b>	\$54.65	\$56.14	\$57.65	\$59.23	\$62.47	\$64.16	\$65.91	\$67.70	\$69.53	\$73.34	\$75.35	\$77.38

APPENDIX C

The City of Dover, NH and the Dover Police Administrators Association having agreed to terms and conditions for a Collective Bargaining Agreement covering the period July 1, 2017 through June 30, 2020 are further agreed that:

2017-2020 ACA Reopener Language

A. For health insurance benefits effective July 1, 2017 through June 30, 2020, and in the event that the health insurance benefit plan previously offered under this Agreement becomes subject to the excise tax on high cost health plans (Cadillac Tax) under the Affordable Care Act or equivalent federally mandated Act, the City shall provide the Union with notice within seven (7) days of the employer receiving GMR rates and becoming aware that the plan may be subject to such a tax based on projected plan cost exceeding the applicable dollar limit established pursuant to 26 USC § 49801. The notice will include the prospective costs of the plan(s) and be accompanied by statements from the health insurer, carrier and/or plan actuary certifying that costs for the ensuing plan year will likely exceed the applicable limit. The employer shall promptly provide the union with information relevant and necessary to verifying anticipated plan cost.

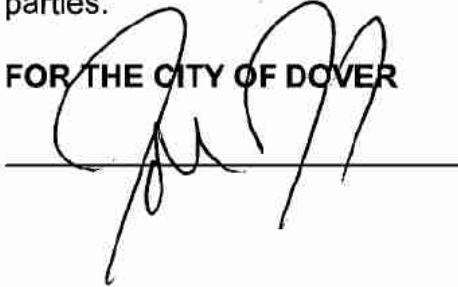
B. Within thirty (30) days of the notice described in subsection A above, the City shall provide the Union with proposed plan design change options (increases in co-insurance, co-payments, deductibles, narrower networks, higher out of pocket limits, inpatient deductibles, changes in prescription drug coverage etc.) accompanied by a statement of the anticipated cost reduction to the plan associated with the proposed change(s). The Employer shall obtain estimated plan cost reductions for such other reasonable plan design changes requested by the Union. The Union shall select from the plan design options that will reduce prospective plan costs below the applicable ACA or equivalent Act thresholds necessary to avoid Cadillac Tax treatment. In the event that the Union fails or refuses to select plan design changes on or before seven (7) days prior to the City having to commit to plan changes with carrier and arrange for open enrollment notifications to be provided for coverage to commence July 1st, the City may implement plan design changes of its choosing that will reduce prospective plan costs below the applicable dollar limits for the budget year. Notwithstanding the foregoing, any changes offered by the City shall serve the sole purpose of avoiding the Cadillac Tax while making the least possible changes in the previously negotiated health insurance benefit.



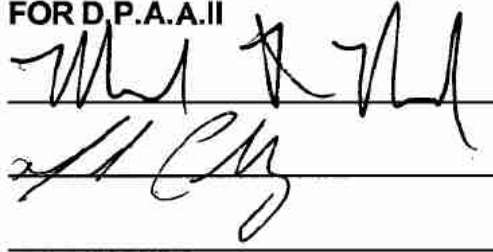
Collective Bargaining Agreement  
Dover Police Administrators Association  
FY18 to FY20

C. The cost savings resulting from plan design changes shall be used to reduce the employee's share of the premium contribution. Subsequent to the applicable budget year, the employee shall continue to receive a reduced share of the premium contribution until such time as the contribution arrangement, as specified in Article XVI, Insurance, is met or a new contract is ratified by both parties.

FOR THE CITY OF DOVER

A handwritten signature in black ink, appearing to be "John J. [unclear]", written over a horizontal line.

FOR D.P.A.A. II

A handwritten signature in black ink, appearing to be "Michael [unclear]", written over a horizontal line.

Signature Date: \_\_\_\_\_

A handwritten date "9/15/17" in black ink, written over a horizontal line.

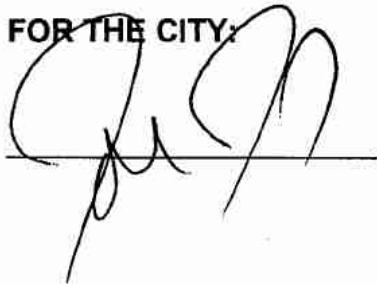
APPENDIX D

**MEMORANDUM OF AGREEMENT**  
**THE CITY OF DOVER, NH – and – DPAII**

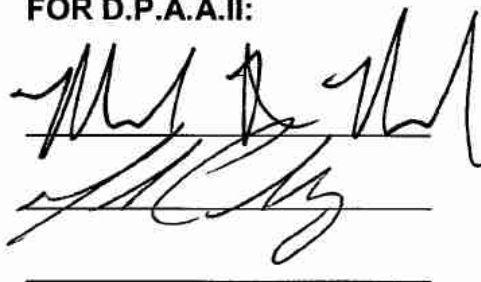
The City of Dover, NH and the Dover Police Administrators Association having agreed to terms and conditions for a Collective Bargaining Agreement covering the period July 1, 2017 through June 30, 2020 are further agreed that:

During the term of this Agreement (July 1, 2017 through June 30, 2020) 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 V: SALARIES, SECTION 1 or a lesser employee health insurance premium cost share provided in ARTICLE XVIII: INSURANCE AND MEDICAL COVERAGE, SECTION 2, 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 Administrators Association.

FOR THE CITY:



FOR D.P.A.A.II:



Signature Date: \_\_\_\_\_

