

**AGREEMENT BETWEEN THE
CITY OF ROCHESTER AND
ROCHESTER COMMUNICATIONS, NEPBA LOCAL 123**

Expiration Date: June 30, 2026

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ARTICLE I: PURPOSE

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

ARTICLE II: RECOGNITION

- 2.1 For the purpose of collective negotiations under RSA 273-A, the City recognizes the Rochester Communications Union, NEPBA, Local 123 as the exclusive representative of the following personnel:

All full-time regular Communications Specialist/Dispatchers

- 2.2 Employees certified as public employee members have and shall be protected in the exercise of the right, without fear of penalty or reprisal, to join and assist the Union or to refrain from Union activities.
- 2.3 The Union agrees to represent all such certified public employee members at the Rochester Communications Center designated above without discrimination and without regard to membership in the Union.
- 2.4 Reference to the “Union” as exclusive representative or the unit employees means the Rochester Communications Union, NEPBA, Local 123 and the Union’s representatives unless such Union or persons are authorized to represent the Union either by specific designation or by the terms of this Agreement.

ARTICLE III: NEGOTIATION PROCEDURES

- 3.1 Rochester Communications Union, NEPBA, Local 123, and the City agree to enter into collective negotiations in accordance with N.H. RSA 273-A. On or before December 1, prior to the expiration of the Agreement, this being one hundred twenty (120) days prior to the budget submission date, either party may submit to the other written notice of its intention to renegotiate concerning salaries, hours and terms and conditions of employment as defined in RSA 273-A.

ARTICLE IV: MANAGEMENT RIGHTS

- 4.1 The Union recognizes the following responsibilities, rights, authority, and duties of the City, except as they are modified by provision of this Agreement. The City hereby retains

and reserves unto itself, without limitations, all power, right, authority, duties, and responsibilities conferred upon and vested in it by the Charter of the City of Rochester and the Law and Constitution of the State of New Hampshire, including but not limited to the following:

- a. To exclusive management and administrative control of the City's Dispatch Center and its properties and facilities.
- b. To hire, determine the length and all conditions of probationary status, schedule work hours and days, promote, transfer, assign and retain employees in positions with the Dispatch Center and to warn, reprimand, suspend, demote, discharge with just cause, or take other disciplinary actions against employees, and to relieve employees from duty because of lack of work or funds.
- c. To determine the basic means and methods of operation and the duties, responsibilities, and assignments of employees with respect thereto, and with respect to administrative and law enforcement activities, and the terms and conditions of employment.
- d. To issue and modify any and all rules of employment, including but not limited to regulations, general orders, standard operating procedures and the like governing the terms and conditions of employment of members of the bargaining unit.

ARTICLE V: DISCIPLINARY PROCEDURES

- 5.1 The procedure for disciplinary action shall include notice, in writing, to the employee with a copy place in the employee's personnel file which includes a statement of the reason(s) for the discipline.
- 5.2 Employees shall have the opportunity to present written statements as to their position and opinion regarding disciplinary proceedings, which shall become part of the disciplinary file.
- 5.3 In the event of a reprimand, suspension, demotion, or any other disciplinary action, the employee may in writing ask for the removal of the disciplinary action pursuant to RSA 275:56.
- 5.4 All new employees shall serve a probationary period of twelve (12) months and shall not be covered by this collective bargaining agreement. They shall have no seniority rights during this period and if disciplined or terminated, the decision of the City Manager or Designee is final and not subject to grievance. The probationary period shall be considered part of their seniority time.

ARTICLE VI: DISPUTE PROCEDURE

6.1 **Definition:**

Dispute shall be defined as meaning grievance or disagreements arising out of the application or interpretation of the provisions of the Agreement.

6.2 **Intent:**

It is the policy of the City and the Rochester Communications Specialist, Local #123, to encourage all members of this Department to use informal means of problem resolution by following the chain of command. Chain of command is not a subject for negotiation under this Agreement. "Work day" for purpose of the dispute procedure means and shall be determined by using the employee responsible for a specific action with the applicable step procedure.

6.3 **Initiation and Processing:**

a. Failure at any step of the procedure to communicate the decision on a dispute within the specified time limits shall permit the aggrieved person to proceed to the next step. Failure at any step of the procedure to appeal a dispute to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step. If the Department does not answer in writing, with the time set forth under this section, the grievance shall be considered denied and the union may proceed in accordance with the procedure.

b. In the event a dispute cannot be resolved informally by discussion with a superior, the following steps shall be followed in the order given:

Step 1. The Specialist shall submit the dispute to the Chief of Police in writing with a copy to his/her supervisor no later than fourteen (14) workdays after the incident.

Step 2. The Chief of Police shall reply, in writing, within seven (7) business days.

Step 3. If the matter remains unresolved, the written reports of the Communications Specialist, supervisor and the Chief of Police shall be submitted to the City Manager within seven (7) workdays with copies of the reports being forwarded to the aggrieved party. The City Manager shall meet with the Communications Specialist within twenty (20) workdays in public or private at the Communications Specialist's choice, and the City Manager shall render his/her decision, in writing, within ten (10) workdays of the date the matter was heard by the City Manager.

c. The above times may be mutually extended in writing as may be necessary.

6.4 The formal presentation of any dispute in writing shall not preclude any informal means of reaching settlement of the dispute.

6.5 In the event the decision of the City Manager is not acceptable, the following procedure will be used to secure the services of an arbitrator:

- a. The Union shall within twenty (20) days file for arbitration and request the New Hampshire Public Employee Labor Relations Board (PELRB) to submit a potential list of arbitrators. The list shall include a full resume, including personal and professional background and experience, arbitration experience, and per diem expenses.
 - b. The parties shall determine within twenty (20) days of receipt of the arbitrators list a mutually satisfactory arbitrator. If that is not possible the PELRB will appoint one.
 - c. The parties through the arbitrator shall accomplish scheduling of arbitration hearing.
 - d. The arbitrator shall limit himself/herself to the issues submitted to him/her and shall consider nothing else. He/she may add nothing to nor subtract anything from the Agreement between the Parties. The findings and decision of the arbitrator shall be final and binding on the Union, the Aggrieved and the City. However, any party may appeal the arbitrators' decision to the Superior Court in accordance with the provisions of RSA 542.
 - e. The two (2) parties will share the fees and expenses of the arbitrator equally.
- 6.6 All documents, communications and records dealing with the proceedings of a contract dispute shall be filed separately from the personnel files of the participants.

ARTICLE VII: CONTINUITY OF OPERATIONS

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

ARTICLE VIII: UNION RIGHTS

- 8.1 The union or committees of the union shall be allowed to use the facilities of the Police Department for meetings concerning matters covered by this Agreement when such facilities are available and such meetings would not conflict with the business of the department. The Chief of Police shall be notified within seven (7) days, whenever possible, for available space.

ARTICLE IX: DUES DEDUCTION

- 9.1 The City agrees to include, when requested by the employee, a deduction from the employee's paycheck for union dues so long as each employee requesting said deduction does so in writing, signing said request and indicating the amount to be deducted.
- 9.2 Deductions made in accordance with this Article shall be forwarded on a bi-weekly basis to the New England Police Benevolent Association.
- 9.3 The Union shall indemnify and save the City harmless from any and all claims, demands, suits, or any action arising under this provision.

ARTICLE X: UNION BUSINESS LEAVE

- 10.1 The officers and representatives of Union are as follows: President, Vice President, Secretary/Treasurer, and Stewards. The President of the Union shall keep the City informed of any changes in the roster of officers and representatives.
- 10.2 An on-duty officer or representative of the Union shall be allowed time off for negotiations or conferences with City Officials and the Chief of Police and for hearings at the Public Employee Labor Relations Board, without loss of pay or benefits, provided that public safety shall always take priority over other business. Off-duty personnel will not be compensated for such negotiations, conferences, or hearings.
- 10.3 Officers and representatives and/or Elected Delegates shall be granted time off, without loss of pay, to attend the Convention of the New England PBA, Inc., IUPA Local 900, AFL-CIO. One of the above will be granted the time off, with the second at the discretion of the Chief of Police.
- 10.4 Officers and/or representatives of the Union shall be granted three (3) days of leave per year to attend training classes without loss of pay or benefits to further management-employee relations. Only one officer at a time will be granted this time off, with a second at the discretion of the Supervisor.
- 10.5 The number of days off with pay and benefits under paragraphs 3 and 4 shall not exceed an aggregate of 4 days for the entire bargaining unit per calendar year.
- 10.6 Any Officer or Steward of the Union shall be allowed to investigate any situation/issue brought to his/her attention by either union members or management. If the nature of the issue is such that expedited handling will result in prompt disposition thereof without interference to department operations, then management shall allow the Officer/Steward to investigate the matter while on duty, provided that public safety will always take priority over other business. It is further understood that time spent by Officers/Stewards on Union related matters while off duty is non-compensable. Time spent by Officers/Stewards processing matter through the grievance procedure, attending

disciplinary sessions with supervisors, and attending disciplinary and/or administrative hearings before appropriate authorities shall only be paid for their regularly scheduled workweek.

ARTICLE XI: SENIORITY, PROMOTION AND LAYOFF

- 11.1 Seniority shall mean length of continuous actual service within the Department as a Specialist computed by time spent on the payroll plus approved absences including educational, military, and sick leave.
- 11.2 A specialist shall not acquire seniority during his/her probationary period (12 months) but thereafter his/her seniority shall date from the date of his/her appointment as a regular Specialist.
- 11.3 The Department shall post a seniority list in a conspicuous place and keep the list current on a semi-annual basis – January 1st and July 1st of each year.
- 11.4 In the event of a layoff, the Department shall layoff according to seniority, beginning with the employee with the least seniority in each job classification to be affected.
- 11.5 After a layoff, the Department agrees to recall, in writing, all available laid-off employees first according to classification and seniority without the loss of any seniority if called back within a two (2) year period.
- 11.6 Any employee who is to be laid off and who has more seniority than an employee within the bargaining unit may replace that employee provided he/she meets the occupational qualifications.
- 11.7 Any full time Specialist who terminates employment after 7/1/2023 and continues as a per diem specialist working a minimum of twenty (20) hours per month shall retain his/her seniority upon rehire.

ARTICLE XII: COMPENSATION-WAGES-LONGEVITY

- 12.1 **Compensation:**
Employees will be eligible for a Merit Track advancement effective the first full pay period including their anniversary date of hire, based upon the results of a performance evaluation process that shall include, but not be limited to, a written evaluation performed by the employee's supervisor. The Manager will consider the written evaluation, the personnel file, and such other information to determine in his/her discretion is relevant before making a recommendation to the Chief of Police for Merit Track advancement. The Manager shall develop a merit Advancement Worksheet with a total of one hundred available points assigned to the above-referenced categories. Employees that do not receive a score of 70 or better shall not be recommended for Merit Track advancement.

Merit Track advancement will not be diminished because of financial considerations of the Department or the City.

The minimum and maximum pay ranges attached hereto will be adjusted as follows:

- Effective July 1, 2023, 4%
- Effective July 1, 2024, 3%
- Effective July 1, 2025, 3%

Any employee that is denied Merit Track advancement, may request a re-evaluation anytime between 90 and 120 days after the anniversary date. If the Chief of Police, after consulting with the Manager, agrees that a significant improvement has been made since the original evaluation was completed, the Chief will have the final discretion to make a final decision on whether a Merit Track advancement shall be awarded. Any such adjustment will be effective on the date of the Chief's decision and shall not be retroactive.

12.2 Training Officer Program:

Dispatchers that have successfully completed a Communications Training Officer Program shall, in addition to having the title Dispatcher, hold the rank of Communications Training Officer and receive an additional \$2.50 (two dollar and fifty cent) per hour during the time actively assigned a trainee by the Manager.

12.3 Shift Differential:

Employee's working the evening or midnight shift shall be awarded additional compensation with a shift differential as follows:

\$1.50 (one dollar and fifty cent) per hour for evening and midnight shift

12.4 Longevity:

The City provides longevity pay to employees based on continuous years of service as follows:

Years of Service	Annual Payment
3 – 5	\$250
6 –10	\$375
11–15	\$500
16 – 20	\$600
21 or more	\$700

Payment shall be made annually on the employee's anniversary date.

12.5 Dispatcher II (Step 12):

Employees meeting the attached requirements for Dispatcher II shall receive wages that

are five (5.0%) percent above the highest step on the corresponding dispatcher wage scale.

- 12.6 All unit employees shall receive an additional \$100/week in Critical Shortage Pay during any complete pay period when the number of qualified employees available to cover shifts drops below full complement by three (3) or more. Unless otherwise agreed, this provision shall not apply due to vacations, personal leave, sick leave, workers compensation or any other form of paid leave.

ARTICLE XIII: PRIVATE DUTY ASSIGNMENTS

- 13.1 For private duty work assignments through the Police Department for full-time dispatchers, the following rate of pay shall apply for all work performed on behalf of either profit or non-profit individuals or entities:
- a. Dispatchers will receive one and one-half of base of highest merit track when assigned as a supervisor of other officers on private detail assignments.
 - b. Payment for private duty services shall be paid by the Department to the employee in the next regular pay period following the private duty work.
- 13.2 All private details will be appointed on a daily basis in order that every member of the communications department will be considered for details in a fair manner, although for efficiency and planning purposes and for personal planning purposes by dispatchers, known upcoming details shall be planned at least forty-eight (48) hours in advance.
- 13.3 All private details shall be on a voluntary basis. If no dispatcher volunteers, the Communications Supervisor, or his/her designee, shall select a dispatcher from the list maintained by the Department. If an employee volunteers and is unavailable, he/she shall find a replacement acceptable to the Communications supervisor and notify the Communications Supervisor twenty-four (24) hours prior to detail.
- 13.4 Whenever a private duty assignment is posted with less than forty-eight (48) hours between the time of posting and time of assignment the first person to sign up shall have the right to take the private duty assignment without being bumped.

In order to implement this section, all requests for private duty assignments shall be posted on the date received and dated.

ARTICLE XIV: EDUCATIONAL REIMBURSEMENT

- 14.1 The following Educational Reimbursement Incentive Policy will apply to all City employees after one (1) year of service. The city agrees to provide reimbursement for courses if all of the following are met:

- a. The course is approved in advance in writing by the City Manager.
- b. The course is related to the employee's job or as part of a career development program.
- c. There is sufficient funding in the budget for that purpose.
- d. No more than three (3) courses per fiscal year unless approved by the City Manager.
- e. Reimbursement for only the cost of the course will be as follows: 100% for an A grade, 90% for a B grade; and 70% for a C grade. If the course is pass/fail, a grade of pass will qualify for 100% reimbursement.
- f. Proof of course completion and grade attainment must be submitted before reimbursement.

ARTICLE XV: HOURS OF WORK-OVERTIME-COMP TIME

- 15.1 The work week will be forty (40) hours. The work week shall commence at midnight Saturday and end at midnight the following Saturday. The work day will include a thirty (30) minute break after every 5 hours of work.
- 15.2 The schedule shall be made with all members having a minimum of two (2) consecutive days off per 40 hour work week.
- 15.3 All authorized duty in excess of the employee's forty (40) hours per week shall be compensated for at the rate of time and one-half (1 ½) the employee's regular hourly pay, subject to call back pay. Any person who has left their place of employment and is recalled to work prior to the next normal shift will be paid for a minimum of three (3) hours at the rate of time and one-half; provided, further, that an employee who is called back for overtime or emergency work and who completes the required tasks and returns to his/her residence within the three (3) hours minimum guarantee may be called back for additional emergency or overtime with an additional three (3) hours minimum work guarantee. It is the purpose and intent of this section to assure an employee of a least three (3) hours of pay at overtime rates for the inconvenience of being called back to work between normal shifts, but not to be separately paid for several call-backs within the three (3) hour minimum guarantee period. Callback pay does not start until the Communications Specialist arrives at the station or other duty location.
- 15.4 Any employee who is called in (or held over) for two hours or less prior or subsequent to his/her normal shift shall receive such time at the overtime rate but is excluded from the three (3) hour minimum guarantee.
- 15.5 It is recognized that some employees may desire overtime work but be a burden to others, therefore, the following provisions shall apply:
- 15.6 The employer shall give as much notice as practicable when overtime will be worked.
- 15.7 Overtime shall be available equally to employees. Overtime shall be selected at eight (8)

hours at a time by seniority. Management reserves the right to allow for more hours to be selected when there is a staffing shortage. Employees that turn down the overtime will lose any right to dispute the equitableness of the overtime distribution.

- 15.8 To the extent practical, all overtime assignments shall be on a voluntary basis.
- 15.9 Specialist required by the Department to attend either criminal or civil hearings or depositions or any administrative hearings at the Rochester District Court or the Strafford Superior Court or any other court will receive pay at a rate of one and one-half (1 ½) times their base pay for a minimum of two (2) hours. Any witness fees paid to the employee by a Court of law or other agency will be turned over to the City of Rochester.
- 15.10 No employee shall be required to work more than sixteen (16) consecutive hours, within a twenty-four (24) hour period without having eight (8) consecutive hours off.
- 15.11 Compensatory time is permitted in lieu of overtime compensation if a request for such by the employee is approved by the Chief of Police or designee in advance of the overtime work. Compensatory time shall be granted at the rate of one and one-half (1 ½) hours for each hour of overtime worked in excess of any hours worked over forty (40) hours per week. Maximum accrual of compensatory time shall be forty (40) hours. Any compensatory time unused at the end of the last pay period in June will be paid at the current hourly rate in the last full pay period in June. An employee may not request compensatory time in lieu of overtime when the maximum has been reached. If an employee uses earned compensatory time, the employee may replenish his/her account up to its maximum accrual.
- 15.12 Overtime will be achieved by the Specialist on duty to notify the Communication shift leader/designee and have the Communication shift leader/designee give the direction on which way to fill the overtime.

ARTICLE XVI: SHIFT ASSIGNMENTS

- 16.1 The selection process for shift assignment will be based on seniority. The shift selection will be submitted, no later than thirty (30) days before the start of the next shift selection. This shift selection will be for a period of four (4) months. The senior Dispatcher shall be notified that he/she has three (3) days to declare their shift choice. Once this selection has been made the next senior Dispatcher shall make the selection in the same manner and same time frame. This will continue until all Dispatchers have made their requests. Employees may voluntarily agree to swap shift rotations following selection with the written approval of the Police Chief.
- 16.2 Management shall consider employee requests in making shift assignments.
- 16.3 Management reserves the right to adjust the member's shift to accommodate department needs. This will include, but not limited to, coverage of an extended absence relating to

vacation, schooling, and termination of employment, injury, illness or pregnancy.

ARTICLE XVII: HOLIDAYS

17.1 The following days shall be paid holidays for the Communications Specialists:

New Year's Day	Columbus Day
Civil Rights Day	Veteran's Day
Washington's Birthday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

Members of the Communications Center shall receive a day's pay for each of the above holidays, in addition to his/her regular weekly pay. Payment will be made in the full pay period where the holiday lands.

17.2 Holiday pay will be equal to eight (8) hours per holiday.

17.3 Communication Specialists who work on the following paid holidays shall be paid at two (2) times their hourly rates for all hours worked: Independence Day, Thanksgiving Day and Christmas Day.

17.4 In addition, no Communication Specialist will be required to work more than twelve (12) consecutive hours on one of these three holidays unless there is an unscheduled absence, and no relief can be found for the dispatcher; the need to staff the center will take priority.

ARTICLE XVIII: VACATION

18.1 The provisions of this section shall apply to full-time regular employees.

18.2 Vacation time may be used after the completion of the first six (6) months of employment (probationary period).

18.3 Vacation time will be accrued on a bi-weekly basis.

18.4 Vacation time will accrue in accordance with the following table:

Illustrative Table

0 – 5 years	3 weeks/year
6+	4 weeks/year

- 18.5 The Maximum accrual of vacation time at any point in time shall not exceed one and one-half (1.5) times the annual allotment. Upon reaching the maximum accrual amount, further accruals shall be suspended until such time as usage reduces the total accrued vacation time below the maximum allowed.
- 18.6 Applications for vacation leave shall be approved by the Police Chief or designee. Vacations shall be arranged by seniority. Employees shall have two vacation bids: one for summer (May- Oct.) and one for winter (Nov. – April). No employee shall select more than two (2) weeks at one time until all employees have been given an opportunity to choose their preferred vacation time.
- Employees shall give the Chief of Police or designee at least thirty (30) days advance notice of his/her desire to utilize a specific week or day(s) for his/her vacation which is subject to approval of the Chief of Police or designee. Employees shall be entitled to schedule vacation periods adjacent to regular days off. Time-off slips will be approved/denied within 48 hours if requested within the 30-day period.
- 18.7 During the City's open enrollment period, employees may opt to buy or sell back to the City up to 32 hours of accrued vacation hours and/ or sell back to the City 8 hours of accrued earned personal hours to reduce their share of medical, dental, and/or supplemental life insurance. However, after the exchange, the employee still must have at least five (5) days of vacation leave.

ARTICLE XIX: SICK LEAVE AND WORK CONNECTED INJURIES

- 19.1 **Sick leave:**
Sick leave shall be granted at the rate of one (1) day per month, to be credited on the last day of the month of employment, the unused portion accumulating up to a maximum of four hundred and forty (440) hours during the term of this Agreement.
- At the discretion of the Chief of Police, a doctor's certificate may be required for absence due to illness in excess of three (3) days. If the Chief of Police has reasonable basis to believe or suspect an employee has abused sick leave privileges, he/she may require a doctor's certificate for an illness of three (3) days or less with the Chief of Police selecting the doctor and the City paying for the cost of the visit to the doctor.
- 19.2 **Workers Compensation:**
The Parties to this Agreement hereby agree that an employee out of work due to a job

connected injury or illness shall receive workers' compensation. The difference between the amount paid to the employee through workers' compensation and his/her regular net wage shall be paid to the employee by the employer for a period of the first twenty (20) calendar days of said job connected injury; said amount shall not be charged against the employee's accumulated sick leave or vacation time. The actual payment of wages under this section shall be a combination of the workers' compensation benefit as determined by the Department of Labor and a supplemental payment by the City of Rochester will be the difference between the workers' compensation payment and the employee's regular net compensation, to be paid on a bi-weekly basis.

At the end of the twenty (20) day period of said job connected injury, the employee shall continue to receive both worker's compensation benefit and the difference between that benefit and the employee's regular net compensation, except that the differential between the worker's compensation benefit and the employee's regular net compensation shall be charged against the employee's accrued sick leave, if any, and thereafter, against vacation leave. The employee may elect to receive only the worker's compensation benefit and decline to receive the differential between the worker's compensation benefit and the regular net weekly compensation, so as to avoid the charge against sick leave or vacation leave.

Provided further, that after the expiration of the ninety (90) day period, the Chief of Police shall at once order a complete physical and/or mental examination of said employee by two (2) registered physicians. If the report of their examination establishes the injury as one that permanently incapacitates said employee, application shall be made for retirement under the provision of the New Hampshire Retirement Law. The commencement of payment under the New Hampshire Retirement Law shall end the employer's obligation of payment on annual and/or accumulated sick leave and/or worker's compensation payments. Further, if it is determined by two register physicians selected by the Department head immediately after the employee is injured that said 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 worker's compensation and the employee's regular salary for the time period of injury as outlined above.

19.3 Earned Personal Leave:

Each employee who does not use any sick leave in a four (4) month period shall be entitled to one (1) day paid leave to be used within the following four (4) month period.

ARTICLE XX: BEREAVEMENT AND OTHER LEAVE

20.1 Bereavement Leave:

Bereavement Leave shall be granted as follows:

- a. Bereavement leave of five (5) working days, without any loss of pay in the event of death of:
 - Spouse/Partner
 - Child/Step Child
- b. Bereavement leave of three (3) working days, without any loss of pay in the event of death of his/her:
 - Mother/Step Mother/Mother-in-Law
 - Father/Step Father/Father-in-Law
 - Brother/Step Brother
 - Sister/Step Sister
 - Grandchild/Step Grandchild
 - Daughter-in-Law
 - Son-in Law
- c. Bereavement leave of one (1) working day with pay, for the purpose of attending the funeral, shall be granted an employee in the event of the death of his/her:
 - Aunt/Uncle
 - Niece/Nephew
 - Grandparent/Step/in-Law
 - Sister-in-Law
 - Brother-in-Law
- d. Under extenuating circumstances, two (2) additional days with pay may be granted under sections 1, 2, and 3 above with the written request to your appropriate department director or his/her designee and final approval from the City Manager.

20.2 Personal Days:

Each eligible employee shall be entitled to two (2) non-cumulative Personal Days when hired and each year thereafter, granted on the employee's anniversary date. Personal days may be taken for any purpose except as substitution for suspension as a result of disciplinary action. Personal days must be scheduled and approved by the department head in accordance with the employee's preference and the needs of the Department, so long as at least forty-eight (48) hours' notice is provided.

20.3 Family Sick Leave:

Three (3) additional days each year with pay with no accumulation from year to year will

be given to employees on the first of the month following their anniversary date of hire. This family sick leave may be taken by an employee when the ill health of a member of the employee's immediate family requires the employee's care. For purposes of this section, an employee's immediate family shall be deemed to be the spouse, child, stepchild, mother, father or other dependents, as determined by the Internal Revenue Service five-point test; (Package 1040-1 Pub 12115Q, 1995). An exception may be made by the Chief of Police where extenuating circumstances exist.

20.4 Parental Leave:

All full-time employees shall be eligible to receive one extra week (5 days) of paid vacation time during any year in which they or their current spouse have a birth or adoption of a child (or children). The employee shall have one calendar year from the date of birth or adoption in which to use the extra week of vacation or it is forfeited.

ARTICLE XXI: FAMILY AND MEDICAL LEAVE

- 21.1 Family Medical Leave shall be granted to eligible employees in accordance with the City's Family Medical Leave Policy, as amended, provided that the employee's seniority in the Department will not be affected by such leave.

All terms used in the City's Policy, such as "similar position" in the Job Restoration section, shall be construed in accordance with the interpretation and construction of such language as determined by the U.S. Department of Labor and/or the Federal Courts when clarifying the definition of any such terms.

The cost of medical opinions regarding an employee's periodic recertification of leave conditions, or certification of ability to return to work, shall be determined in accordance with the applicable decisions of the U.S. Department of Labor and/or the Federal Courts addressing said topics.

ARTICLE XXII: LEAVE OF ABSENCE

- 22.1 Leave without pay may be granted upon the recommendation of the Department head and approved by the City Manager. The City Manager may grant leaves without pay for such purposes and under such conditions as deemed in the best interest of the employee and the City. A leave of absence without pay may be granted with no loss of employment rights.

ARTICLE XXIII: DRESS CODE

- 23.1 Communications Specialists shall wear casual attire excluding pants that are ripped/frayed jeans, leggings or yoga pants. Shirts shall be limited to city approved shirts

or shirts that are considered business casual.

- 23.2 The City will provide up to two (2) polo shirts (annually) and one (1) vest which will be embroidered with the City seal with 'Communications' below it on the left breast and the Specialist name on the right breast.

ARTICLE XXIV: RETIREMENT

- 24.1 Membership in the State of New Hampshire Retirement System is mandatory for all full-time regular employees. The employee's share of cost for the retirement benefit shall be deducted from the employee's pay in accordance with amounts established by the New Hampshire Retirement System.

ARTICLE XXV: MEDICAL AND DENTAL INSURANCE

25.1 Medical:

All employees shall be offered comprehensive medical insurance coverage by the City of Rochester. The City's contribution to medical insurance premiums will be limited to 80% of the total premium of PLAN A towards either PLAN A, PLAN B, or PLAN C.

Plan A – ABSOS20/40/1KDED (07L) – RX 10/20/45

Plan B – ABSOS25/50/3KDED (07L) – RX 10/20/45

Plan C – Lumenos2500 (07L) - RX Anthem

- a. The employee share of premiums shall be paid by the individual employee through payroll deductions.
- b. During the City's open enrollment period, employees may opt to buy or sell back to the City up to 32 hours of accrued vacation hours and/ or sell back to the City eight (8) hours of accrued earned personal hours to reduce their share of medical, dental, and/or supplemental life insurance. However, after the exchange, the employee still must have at least five (5) days of vacation leave.

25.2 Dental:

All employees covered by this agreement shall be offered provided a Delta Dental Plan through HealthTrust. The City contributes up to three hundred dollars (\$300.00) per year towards the cost of this benefit. Employees shall pay the premium cost above \$300.00 through payroll deduction for any coverage chosen. The plans shall be offered shall include coverage for Single, Two-Person or Families as follows: Base Option 5 Coverage A, B; Mid Option 3D Coverage A, B, C and High Option 1S coverage A, B, C, and D.

- 25.3 In order to reduce health insurance costs for the benefit of all involved the City reserves the right to select and substitute a more cost-effective alternate health insurance plan to replace the plan(s) identified above. Such alternate plan must provide employees with

comprehensive core protection and services that are fundamentally equivalent to the protections and services enjoyed by employees under the plans previously provided by the City. The Union will also agree that the City may add any other plans as long as the plans are optional.

- 25.4 It is agreed that the City or the Union may immediately reopen this Agreement solely for the limited purpose of negotiating any changes in the health insurance plan that may be necessary to avoid the application of the Cadillac Tax to the City or any plan administrator, insurer, risk pool or plan participant, or to assure that the plan is legally compliant. An initial bargaining session shall be held within ten (10) business days of a request for reopen, unless another schedule is agreed to by the parties.

25.5 **Opt-Out/Opt-Down Incentive:**

Employees that have comprehensive medical coverage other than through a state or federal exchange, may choose to “opt out” of participation in the city sponsored plan. If employees opt out, they will receive a portion of the monthly premium savings that can be used to offset the cost of other benefits or receive it as taxable compensation in their paychecks throughout the year. The amount the employee can receive depends on their eligible coverage level, as shown in this chart:

Eligible Coverage Level*	Annual Opt-Out Amount
Family Coverage	\$2,400
2-Person Coverage	\$1,600
Single Coverage	\$1,000
Eligible/Chosen Level**	Annual Opt-Down Amount
Family to Single Coverage	\$1,200
Family to 2-Person Coverage	\$750
2-Person to Single Coverage	\$750

*Eligible coverage level refers to the number of eligible dependents the employee has.

**Eligible/chosen coverage level refers to an employee that chooses a plan lower than their eligible coverage level.

To opt out, employees must provide proof of comprehensive insurance coverage elsewhere.

ARTICLE XXVI: SEPARATION PAYMENTS AND BENEFITS

For full-time employees, 'Retirement or Retire' as used in this Agreement shall mean withdrawal from active service having been granted a retirement allowance by the New Hampshire Retirement System (NHRS) and the employee actually drawing such a retirement allowance no later than 90 days after separation.

For full-time and part-time employees, 'Resignation' shall be defined as voluntarily separating from employment with the City other than for the purposes of retirement.

Dismissal During the Probationary Period, If at any time during the probationary period, the agency head determines that the services of a new or rehired employee have been unsatisfactory, the employee may be dismissed from his/her position without right of appeal or grievance. Written notice of such dismissal shall be given to the employee.

26.1 Upon receipt of a signed letter of intent to separate from the service with the City of Rochester, a severance payment shall be issued as follows:

Vacation: Upon resignation or retirement, 100% of accumulated vacation after completion of the 6 months probationary period. If an employee resigns from the City during his probationary period, vacation pay-out will be pro-rated based upon his service time. The maximum payout shall not exceed one and one-half (1.5) times the annual accrual amount.

Sick: 50% of accumulated sick time (maximum of 220 hours) shall be paid if the employee has been granted a retirement allowance from the NHRS and is actually drawing such an allowance within 90 days of separation.

Sick: 50% of accumulated sick time (maximum of 220 hours) shall be paid if the employee submits his/her resignation and has completed twenty (20) years of continuous service with the City of Rochester at the time of separation.

Personal: Upon resignation or retirement, 100% of accumulated personal time.

Earned Personal: Upon resignation or retirement, 100% of accumulated earned personal time.

Compensatory Time (Comp Time): Upon resignation or retirement, 100% of accumulated comp time.

Longevity: Upon resignation or retirement, pro-rated amount calculated from the employee's anniversary date of hire to the employee's date of separation.

The employee shall not receive any accrued benefits except compensatory time if the employee is dismissed during the probationary period.

For purposes of determining sick and vacation benefits, the number of days for each shall be based upon the employee's accruals and his/her per diem rate at the time of separation.

In the event of termination by reason of death, while employed by the Rochester Police Department, said payment in the amount of 100% of accrued sick leave shall be made to his/her beneficiary.

ARTICLE XXVII: COPIES

- 27.1 The City shall file a copy of this agreement with the New Hampshire Public Relations Board within fourteen (14) days of its execution. The agreement shall also be available to bargaining unit members on the City's intranet.

ARTICLE XXVIII: SAVINGS CLAUSE

- 28.1 In any provision of this Agreement or any application of the Agreement to any 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 application will continue in full force and effect. Upon the request of either party, the parties will meet within fourteen (14) days for the purpose of renegotiating the provision or provisions affected.

ARTICLE XXIX: DURATION OF AGREEMENT

- 29.1 This Agreement shall be effective on the date of execution and expire on June 30, 2026, and will automatically renew itself for successive terms of one (1) year each, unless either the City or the Union give written notice to the other pursuant to State law that it desires to renegotiate specified sections of this Agreement. Nothing in this Agreement will be retroactive unless it is specifically described as such and the cost of such items in specifically approved by the City Council.

Signed this 16th day of May, 2023 at the City of Rochester, New Hampshire.

Rochester Communications, NEPBA Local 123

City of Rochester

Stephen Arnold, Sr.
Chief Negotiator

[Signature]
Chief Negotiator

Michelle Bonny
Negotiating Team Member

Blair Cox
City Manager

Approved by a majority vote of the Rochester City Council and Mayor on March 7, 2023.

Kelly Walters (Seal)
City Clerk

24/11/12

24/11/12

24/11/12

24/11/12

Appendix A: Merit Track

COMMUNICATIONS	4% COLA	3% COLA	3% COLA
STEP	FY24	FY25	FY26
1	20.86	21.48	22.13
2	21.43	22.07	22.74
3	22.02	22.68	23.36
4	22.63	23.31	24.00
5	23.25	23.95	24.66
6	23.89	24.61	25.34
7	24.55	25.28	26.04
8	25.22	25.98	26.76
9	25.91	26.69	27.49
10	26.63	27.43	28.25
11	27.36	28.18	29.02
12-Dispatcher II	28.73	29.59	30.48

