

**AGREEMENT BETWEEN THE
POLICE COMMISSION OF THE CITY OF ROCHESTER AND
NEW ENGLAND POLICE BENEVOLENT ASSOCIATION LOCAL #23**

July 1, 2023 to June 30, 2027

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An Agreement made between the New England Police Benevolent Association, Local #23 (hereinafter called the “Union”), and the Rochester Police Commission of Rochester, New Hampshire (hereinafter called the “Commission”).

ARTICLE I: PURPOSE

- 1.1 The objectives of this Agreement are the promotion of harmonious and cooperative relations between the Commission, 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 Commission recognizes the New England Police Benevolent Association, Local #23, as the exclusive representative of the following personnel:

Full-time police officers through rank of sergeant

- 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.
- 2.3 The Union agrees to represent all such certified public employee members in the Rochester Police Department 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 New England Police Benevolent Association, Local #23, and the Commission shall not bargain or enter into agreements with Union members or any of 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 New England Police Benevolent Association, Local #23, and the Commission agree to enter into collective negotiations in accordance with N.H. RSA 273-A. On or before December, 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: AGREEMENT

- 4.1 Whenever proposals initiated by either Party with respect to salaries and economic benefits are adopted by the Parties, such proposal shall be reduced to writing and copies thereof shall be attached to this Agreement and become a part thereof.
- 4.2 If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect. The Parties will meet no later than fourteen (14) days after any such holding for the purpose of renegotiating the provision or provisions affected.
- 4.3 The Commission or its agents or the Union shall not discharge or discriminate against any person with respect to promotion, assignment or any other matter because of race, creed, color, age, sex, marital status, sexual orientation, disability, Union membership or Union activities and all persons covered by the terms of this Agreement shall receive equal and full protection thereunder. Neither the Commission, its agents nor any other supervisory personnel or the Union shall discriminate against or discharge any employee because he/she has filed or processed any dispute under the Agreement or instituted any proceeding under the state or federal statute relating to wages, hours, or conditions of employment.
- 4.4 All lawful Union activities that directly and clearly relate to this Agreement are protected hereunder, and nothing shall be construed to abridge the right of any authorized representative of the Union to communicate with the citizens of the City on issues which affect the welfare of Union members provided, however, that every employee of the Department devote one hundred (100%) percent of his/her time to Police Department matters while on duty unless previously approved in writing by the Chief of Police.

ARTICLE V: COMMISSION RIGHTS

- 5.1 The Commission shall retain the sole right and authority to operate and direct the affairs of the Police Department in all its various aspects. Among the rights retained is the Commission's right to determine the Department's mission and set standards and service offered to the public; to direct the working forces; to plan, direct, control and determine the operations or services to be conducted in and by the Police Department or by employees of the Department; to assign and transfer employees; to hire, promote, or demote employees and to suspend, discipline or discharge employees for just cause; to relieve employees due to lack of work or for other legitimate reasons; to make and enforce rules and regulation subject to RSA 273-A; and to change methods, equipment or facilities. Without limiting the preceding and solely as illustration, matters regarding the policies and practices of the Commission and Chief of Police as established by statute, ordinance or regulations relating to merit/incentive systems, recruitment, examination,

appointment, advancement, or organization, under the conditions of political neutrality and based upon principles of merit and competence, shall not be subjects of bargaining under this Agreement. All rights which ordinarily vest in and are exercised by public employers, except as such are specifically relinquished herein, are reserved to and remain vested in the Commission.

ARTICLE VI: DISCIPLINARY PROCEEDINGS

- 6.1 The procedure for disciplinary action shall include notice, in writing, to the employee with a copy placed in the employee's personnel file which includes a statement of the reason(s) for the discipline.
- 6.2 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.
- 6.3 In the event of a written reprimand, the personnel record of the employee will be cleared of any written evidence of such discipline after one (1) year from the date of the discipline, provided there be no written reprimands, suspensions, demotions, or other disciplinary actions during the one (1) year period. In the event of a suspension or demotion, the personnel record of the employee may be cleared only at the discretion of the Police Chief of any written evidence of such discipline after three (3) years from the date of suspension or demotion, provided there are no written reprimands, suspensions, demotions, or other disciplinary actions during the three (3) year period.

ARTICLE VII: DISPUTE PROCEDURE

- 7.1 **Definition:**
 - a. Dispute shall be defined as meaning grievance or disagreements arising out of the application or interpretation of the provisions of this Agreement.
- 7.2 **Intent:**
 - a. It is the policy of the Commission and New England Police Benevolent Association, Local #23, 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.
 - b. "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.

7.3 **Initiation and Processing:**

a. Failure at any step of this 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 this 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, within the time periods provided, the grievance shall be considered resolved in the employee's and/or the Union's favor.

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 dispute shall be submitted to the Chief of Police in writing by the officer with a copy to his/her supervisor no later than fourteen (14) work days after the incident.

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

Step 3. If the matter remains unresolved, the written reports of the officer and supervisor and written report of the Chief of Police shall be submitted to the Police Commission within seven (7) work days with copies of the reports being forwarded to the aggrieved Party. The Commission shall meet with the officer within twenty (20) work days in public or private at the officer's choice and the Police Commission shall render its decision, in writing, within ten (10) work days of the date the matter was heard by the Commission.

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

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

7.5 In the event the decision of the Commission 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. Scheduling of arbitration hearing shall be accomplished by the parties through the arbitrator.

- d. The Commission, the Aggrieved and the Union shall receive copies of the arbitrator's report, said report of findings and decisions to be accomplished within thirty (30) calendar days of the completion of the arbitrator's hearing.
 - e. 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 Commission. However, any party may appeal the arbitrator's decision to the Superior Court in accordance with the provisions of RSA 542.
 - f. The Union and the Commission agrees that any differences between the Parties on matters relative to this Agreement shall be settled by the means herein provided.
 - g. The fees and expenses of the arbitrator will be shared by the two (2) parties equally.
- 7.6 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 VIII: CONTINUITY OF OPERATIONS

- 8.1 Both parties recognize the desirability of continuous and uninterrupted operation of police services 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 or other concerted refusal to perform any assignments on the part of any employee(s) represented herein, nor shall the Commission sponsor any lockouts.

ARTICLE IX: UNION RIGHTS

- 9.1 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 X: UNION REPRESENTATION

- 10.1 The Department shall recognize the steward duly authorized by the Union and shall investigate and process grievances related to matters covered by this Agreement. Only one (1) steward will be permitted, on duty, time to investigate and process each

- grievance. The Union shall provide the Department with a notice designating the Union officers and steward and keep such notice current by notifying the Chief of Police within ten (10) days of any change.
- 10.2 The Union President, or his/her designee, shall be permitted to formally process grievances during his/her regular duty shift, without loss of pay, however emergency situations as reasonably determined by the Chief of Police, may require that the scheduling of such activities be interrupted or rescheduled in deference to the job duties of the Union President or his/her designee.
- 10.3 The Department agrees, when possible, to authorize one (1) day off in any calendar year, without loss of time or pay for the steward to attend Union training programs. The Union shall notify the Department no less than fourteen (14) days in advance of such proposed training programs. The Chief of Police or his/her designee shall be the approving authority for such time off and may grant exception for notice.
- 10.4 The members of the Union's bargaining committee who are scheduled to work a tour of duty during negotiations shall be granted time off without loss of pay or benefits for all meetings between the City and the Union for the purpose of negotiating the terms of an Agreement.
- 10.5 Subject to thirty (30) days prior written notice to the Chief of Police and his/her approval; one (1) member of New England Police Benevolent Association, Local #23 as may be designated by the Union, may be granted leave without loss of pay to attend the monthly Board of Directors meeting of the Union, time to be computed as the estimated hours for meeting and reasonable travel time each way.
- 10.6 No more than two (2) employees elected to Union office may request, in writing, time off to perform functions associated with their office or to attend conventions, conferences, seminars and Union meetings. All such requests are subject to the approval of the Chief of Police, except that a reasonable opportunity must be provided to these two (2) employees to meet with the employer or his representatives during working hours without loss of compensation or benefits to process grievances or negotiate a successor collective bargaining agreement.

ARTICLE XI: SENIORITY-PROMOTION-LAYOFF

- 11.1 Seniority shall mean length of actual service within the Police Department as a permanent police officer computed by time spent on the payroll plus approved absences including educational, military, and sick leave. Service with other departments and credit for such should not be considered as seniority.
- 11.2 A police officer shall not acquire seniority during his/her probationary period. In the event that more than one (1) employee is appointed on the same date, then seniority shall be determined according to the grade received on the entrance examinations [oral and

written combined].

- 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 matters affecting promotion, demotion, and transfer of employees within the Department, fitness and ability shall govern with seniority the determining factor among those of equal qualification. The determination of an employee's fitness and ability and all tests or other methods to determine such qualification shall be the sole right and responsibility of the Department, as measured against the following considerations:
- a. Has the physical qualification to do the work;
 - b. Has the experience related to do the job;
 - c. Performs the work in the manner required by the Department;
 - d. Cooperates with supervisors and observes rules and regulations;
 - e. Protects the property and interests of the Department;
 - f. Reports for work promptly and regularly;
 - g. Maintains harmonious relations with co-workers;
 - h. Has a positive attitude towards advancement and the assumption of additional responsibility;
 - i. Demonstrates knowledge and skills required for position.

Every employee who meets the minimum qualifications of a vacant position may submit an application. All vacancies with qualifications to be posted.

- 11.5 In the event of a layoff, the Department shall lay off according to seniority beginning with the employee with the least seniority in each job classification to be affected.
- 11.6 After a layoff, the Department agrees to recall, in writing, all available laid-off employees first according to classification and seniority.
- 11.7 Any employee who is to be laid off and who has more seniority than an employee in another job classification may replace that employee, provided he/she meets the minimum occupational qualifications.

11.8 Rehired Employees:

Any non-probationary officer who terminates employment and is rehired within six (6) months shall retain his/her seniority, excluding the time not employed by the Department. Rate of pay, assignment and rank shall be determined by the Commission.

ARTICLE XII: COMPENSATION-WAGES-LONGEVITY

12.1 Compensation:

- a. Employees will be eligible for a Merit Track advancement effective the first full pay period including their anniversary date of hire or promotion date 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 Chief of Police will consider the written evaluation, the personnel file, the recommendations of the command staff, and such other information the Chief may determine in his/her discretion is relevant before making a recommendation to the Police Commission for Merit Track advancement. The Police Chief 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. The Police Commission may accept the Chief's recommendation. Merit Track advancement will not be diminished because of financial considerations of the Department or the City.

- b. The Merit Tracks attached hereto will be adjusted as follows:
 - Effective July 1, 2023, 0.0%
 - Effective July 1, 2024, 3.0%
 - Effective July 1, 2025, 2.5%
 - Effective July 1, 2026, 2.0%

- c. Any employee that is denied Merit Track advancement, may request a re-evaluation anytime between 90 and 120 days after his/her anniversary date. If the Chief, after consulting with the supervisor, agrees that a re-evaluation may result in an adjustment of the merit pay decision based upon a significant improvement in performance, the supervisor shall evaluate the member's performance since the anniversary date and provide the results to the command staff. Based on the supervisor's re-evaluation, the recommendations of the command staff, and other information, the Chief will have sole 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. The Chief's decision on the re-evaluation may be appealed to the Police Commission.

- 12.2 Deductions from paychecks will include the following where applicable: retirement, social security, withholding tax, medical insurance, savings bonds.
- 12.3 **Union Dues:**
The Commission 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.
- 12.4 Deductions made in accordance with Section 12.3 of this article shall be forwarded on a bi-weekly basis to the New England Police Benevolent Association.
- 12.5 It is agreed that employees shall be paid the straight time rates for up to forty-one and one-quarter (41 ¼) hours of work per week provided that the one and one-quarter (1 ¼) hours beyond the regular forty (40) hour work week at straight time rates shall be limited to training and/or early reporting.
- 12.6 **FTO Incentive:**
Field Training Officers will receive a two dollar and fifty cents (\$2.50) per hour stipend during the time actively assigned a trainee by the Patrol Division Commander.
- 12.7 **Longevity:**
- a. Effective July 1, 2020, and upon completion of twenty (20) continuous years of service with the Rochester Police Department, patrol officers and sergeants shall receive a one-time payment per year of one thousand five hundred dollars (\$1,500) payable in the first full pay period following the employee's anniversary date of hire.
 - b. Effective July 1, 2020, and upon completion of fifteen (15) continuous years of service with the Rochester Police Department, patrol officers and sergeants shall receive a one-time payment per year of one thousand dollars (\$1,000) payable in the first full pay period following the employee's anniversary date of hire. This amount shall not be paid retroactively or be prorated. The employee must be employed by the City of Rochester at the time the payment is made to be eligible.
- 12.8 **On Call Incentive:**
Effective July 1, 2023, full time employees that have been assigned to an on-call status, as part of the on-call detective rotation shall receive twenty-five dollars (\$25.00) per day availability stipend for any complete day they are on call and required to respond outside of their scheduled work hours.

ARTICLE XIII: PRIVATE DUTY ASSIGNMENTS

- 13.1 The outside detail and private duty rate shall be established by the Commission using the following methodology:
- a. These rates shall be determined by calculating the OT rate (1.5x the hourly rate) of the highest step of patrol officer and increasing that calculated rate by 1.5%. To the extent that Article 12.1 provides for an increase in the hourly rate for any rank, the rates outlined in this article will be automatically increased accordingly.
 - b. Sergeants will receive one and one-half of base of highest paid Sergeant when assigned as a supervisor of other officers on private detail assignments.
 - c. 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 unit will be considered for details in a fair manner, although for efficiency and planning purposes and for personal planning purposes by police officers, known upcoming details shall be planned at least one (1) week in advance.
- 13.3 All private details shall be on a voluntary basis. If no officer volunteers, the Chief, or his/her designee, shall select a police officer from the list maintained by the Department. If an employee volunteers and is unavailable, he/she shall find a replacement acceptable to the Chief and notify the Chief forty-eight (48) 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.
- 13.5 If a private detail is cancelled pursuant the Department's policy, the appointed officer(s) shall be paid a four (4) minimum at the private duty's hourly rate pursuant to the Department's "Outside Detail Requisition Request" form.

ARTICLE XIV: TRAINING

- 14.1 Training programs shall be determined by the Chief of Police or his designee. Assignments to programs shall be made on a nondiscriminatory basis. Excuses from training programs shall be granted by the Chief of Police, or his designee upon reasonable grounds provided arrangements are made between the Chief or his designee and employee for make-up of the training program.

ARTICLE XV: EDUCATIONAL INCENTIVE

- 15.1 An educational incentive shall be paid to those regular, full-time police employees who were hired prior to December 6, 2011, hold an Associate Degree or Bachelor's Degree in the field of criminal justice, criminal administration, police science, or the equivalent in curricula content as determined by the Chief of Police and approved by the Police Commission. This educational incentive shall be paid to regular full-time police employees who hold either degree.

The amount paid shall be as follows:

Associate Degree	\$1,000 annually added to base wage
Bachelor's Degree	\$1,500 annually added to base wage
Master's Degree	\$2,000 annually added to base wage

Note: Only the highest degrees achieved are recognized by incentive payments. (Payments are not cumulative.)

- 15.2 Payments shall be added to the base salary of those qualifying in accordance with this article after appropriate documentation is supplied by the employee to the Chief of Police and approved by the Police Commission. Payment is accomplished in equal increments throughout the year. In addition, overtime compensation is based upon the base salary including educational incentive pay.

ARTICLE XVI: MISCELLANEOUS

- 16.1 The parties to this Agreement shall cooperate in the enforcement of safety rules and regulations.

16.2 **Probation:**

All new employees shall serve a probationary period of one (1) year from their date of hire (if already certified) or six (6) months after completion of field training (FTO). During this time, he/she will have no seniority rights. However, upon completion of

his/her probationary status, probationary time served shall count as a portion of his/her seniority, and this shall apply to any employee hired prior to this Agreement.

- 16.3 The Department shall furnish the Police Department with such equipment as it can afford and as is necessary to perform with a reasonable amount of safety and efficiency.
- 16.4 All cost items, direct or indirect, become effective and payable on the specifically stated date. All direct and indirect financial benefits under this contract shall be solely for the benefit of employees covered by this Agreement and in the employment of the City of Rochester and Rochester Police Department as of the date of acceptance of this contract by the Police Commission and approval for funding by the Rochester City Council. Article 15 benefits are not retroactive.
- 16.5 **Life Insurance:**
All full-time employees shall receive life insurance in the amount of twenty-five thousand dollars (\$25,000).
- 16.6 All full-time certified employees that score at or above the 50th percentile based upon the age specific Cooper Aerobics Institute Standards in all three physical fitness requirements shall be entitled to one (1) additional personal day to be used in the calendar year earned. Employees shall only be eligible for the extra personal day once every three (3) calendar years in accordance with state requirements for recertification.

ARTICLE XVII: HOURS OF WORK-OVERTIME-COMP TIME

- 17.1 The regular 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 lunch break and two (2) fifteen (15) minute rest periods, provided every patrol employee shall be required to report for roll call fifteen (15) minutes prior to each scheduled tour of duty which shall not be considered for purposes of compensation or computing overtime.
- 17.2 All authorized duty in excess of the employee's regularly scheduled work day shall be compensated for at the rate of time and one-half ($\frac{1}{2}$) the employee's regular hourly pay, subject to Article 12.5.

Call-back pay:

- a. 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 task and returns to his/her residence within the three (3) hours minimum guarantee may be called back for additional emergency or overtime without an additional three (3) hours minimum work guarantee. It is the purpose and intent of this section to assure an employee of at 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. Call-back pay does not start until the officer arrives at the station or other duty location.

- b. Any employee who is called in two hours or less prior to the start of his/her normal shift shall receive such time at the overtime rate but is excluded from the three (3) hour minimum guarantee.
- c. The Parties agree to enter into a six (6) month Pilot Program moving Sergeants to a twelve (12) hour scheduled work day. Unless otherwise agreed, either Party may elect to terminate the Pilot Program with thirty (30) days prior notice to the other. During the trial period, the schedules/wages shall be adjusted to ensure the continued payment of briefing pay. The Pilot program may be extended on such terms and conditions as mutually agreed to by the Parties.
- d. The Parties agree to enter into a six (6) month Pilot Program moving Patrol to a ten (10) hour scheduled work day. Unless otherwise agreed, either Party may elect to terminate the Pilot Program with thirty (30) days prior notice to the other. During the trial period, the schedules/wages shall be adjusted to ensure the continued payment of briefing pay. The Pilot program may be extended on such terms and conditions as mutually agreed to by the Parties.

17.3 Overtime shall not include swapped tours of duty between individual employees, nor shall it include private duty police services described in Article 13.

17.4 It is recognized that overtime work may be desired by some employees, but be a burden to others, therefore, the following provisions shall apply:

- a. The employer shall give as much notice as practicable when overtime will be worked.
- b. Overtime shall be available equally to employees.
- c. To the extent practical, all overtime assignments shall be on a voluntary basis.
- d. To the extent possible, overtime shall be distributed equally among qualified employees customarily performing the kind of work required, but preference shall be given to those employees currently assigned to the work section in which the overtime is to be worked.

17.5 Patrol officers required to perform the duties of a sergeant shall be compensated for it at the assigned sergeant's rank. Sergeants assigned the duties of a higher rank shall be compensated for it at the rate of the rank they are assigned, but only after they have occupied that higher rank for ten (10) days in the fiscal year. If the Chief of Police or designee determines that a sergeant vacancy should be filled by calling in another employee, the Chief shall use his best efforts to replace a sergeant vacancy with an

available sergeant. At least one-half of the vacancies that are filled shall be filled with sergeants.

- 17.6 Shift Assignment/Work assignments for the six (6) month periods shall be made by seniority choice. Days off will remain constant for each assignment throughout all shift changes. The Chief of Police or his designee shall cause a list to be posted thirty (30) days prior to the next shift change containing a list of officers in seniority position and the assignments to be filled for the tour-of-duty the officer is assigned (night or day shift). The night shift will include all positions on the evening and midnight shifts through 8:00 am. Within two (2) days, excluding days off, vacation or sick leave each position which is to be filled will be filled by seniority choice; the officer having the highest seniority having the first choice, etc. This will not apply to positions assigned to outside details, or overtime. The seniority for the Sergeants will be based upon time in grade.

Any officer desiring to switch assignments may make application to the Chief of Police or designee. In considering said applications, the Chief or designee may take into consideration the following factors:

- a. Continuity in operations.
 - b. Consistent supervision.
 - c. Patterns of abuse.
 - d. Officer and public safety.
- 17.7 Officers required by the Department to attend either criminal or civil hearings or depositions or any administrative hearings at the Department of Motor Vehicles will received pay at a rate of one and one-half (1½) times their base pay for a minimum of three (3) 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.
- 17.8 No employee shall be required to work more than sixteen (16) consecutive hours, exclusive of court duty, within a twenty-four hour (24) period without having eight (8) consecutive hours off.
- 17.9 **Compensatory time:**
Compensatory time is permitted in lieu of overtime compensation if a request for such by the employee is approved by the Chief or Police or designee in advance of the overtime work. Compensatory time shall be granted at the rate of one and one-half (1.5) hours for each hour of overtime worked. Maximum accrual of compensatory time shall be 100 hours. An employee may not request compensatory time in lieu of overtime when the maximum has been reached. Any compensatory time unused at the end of the last full pay period in June will be paid at the current hourly rate in the last full payroll period in June.

17.10 Canine Officer:

A Canine Officer may be appointed by, and will serve at the discretion of, the Chief of Police, who may recommend termination the Canine Program at any time. The Chief of Police will follow Article 11.4 of the collective bargaining agreement in selecting the Canine Officer. The Rochester Police Commission may terminate the Canine Program at any time.

During any regular on-duty shift, the Canine Officer will be relieved of regular duties for one (1) hour for the purpose of caring for, training, and feeding the animal, but will receive regular, straight-time wages for the full shift. This does not apply to shifts worked on outside details or private duty assignments.

On any day that the Canine Officer is not scheduled for an on-duty shift, he or she will receive one (1) hour of overtime compensation for caring for, training, and feeding the animal.

The Canine Officer shall not receive more than one (1) hour of compensation in any calendar day for caring for, training and feeding the animal. The Canine Officer shall be eligible for Call-back pay in accordance with the “Call-back pay” provisions of Article 17.2 subparagraph a. The Canine Officer will not be eligible for Call-back pay or any extra compensation for activities related to caring for, training or feeding the animal, included but not limited to veterinarian appointments, purchasing food and supplies, self-initiated training, or wearing communications equipment. If the Canine Officer is assigned by the Department to training, the Canine Officer is entitled to overtime in accordance with the collective bargaining agreement.

The Canine Officer will be required to carry cell phone and live within the City of Rochester or any of its mutual aid communities.

The Canine Officer will not participate in the shift pick. The Canine Officer will be scheduled by the Chief of Police or designee. The Canine Officer’s schedule may be altered, when necessary, in the sole discretion of the Chief of Police or designee to meet important obligations of the Police Department including but not limited to public demonstrations, DARE events, and school appearances.

The work schedule of specialty positions will be governed by the division commander to accomplish the goals of those divisions (Detective, Motor Vehicle, POP, Prosecution, SRO).

17.11 Seniority:

Effective July 1, 2023, an employee’s seniority shall be based upon the date of completion of the Field Training Program for the purposes of shift bidding. In the case where two officers are released from Field Training Program on the same week, seniority shall be based upon the employee’s graduating evaluation grade at NHPSTC with highest grade granted more seniority.

ARTICLE XVIII: HOLIDAYS

18.1 The following days shall be paid holidays for the Rochester Police Department:

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
Labor Day	

18.2 Members of the Police Department shall receive a day's pay for each of the above holidays, in addition to his/her regular weekly pay. Payment will be made during the pay period when the holiday is observed.

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

ARTICLE XIX: VACATIONS

19.1 **Definitions:**

- a. "Vacation Week" means forty (40) work hours as they occur in a normal calendar week of employment with the Rochester Police Department.
- b. "Vacation Day" shall mean the number of work hours as they occur in the employee's regularly scheduled work day of employment with the Rochester Police Department.
- c. "Seniority" means the number of years of continuous service with the Rochester Police Department.

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

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

19.4 Vacation time shall accrue on a bi-weekly basis (1/24th) of the annual allotment.

19.5 Vacation time shall be allotted, on an annual basis, in accordance with the following table:

Illustrative Table

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

19.6 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.

19.7 Vacations shall be arranged by seniority. The employee shall give the Chief of Police 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. Officers shall be entitled schedule vacation periods adjacent to regular days off. Vacation time accrued in a year (based on anniversary date) shall be taken within the following employment year, except when, upon application by the employee, the Police Chief or his/her designee shall have granted an exception to this section.

19.8 Every effort shall be made not to schedule an officer for Court during the employee’s vacation including days off adjacent to the employee’s vacation days.

19.9 If an employee takes his earned vacation during a period which includes a legal holiday, the employee shall be paid his holiday pay above and beyond his regular vacation compensation.

19.10 Thanksgiving Day, Christmas Day and New Year’s Day:

- a. For the purposes of granting vacation time or compensatory time off for Thanksgiving Day, Christmas Day and New Year’s Day, the Department will forgo the “ordered overtime” list utilized as part of SOP 17.
- b. For Thanksgiving Day, Christmas Day and New Year’s Day, requests for time off, for these specific days, must be submitted not more than thirty or less than twenty-one days prior to the holiday in question, no exceptions. Requests for vacation time or compensatory time off will be considered based on seniority among patrol officers, regardless of job assignment, i.e., Investigations Bureau, Training Bureau or other special assignments.
- c. After all requests have been received, as determined by deadlines detailed in paragraph above, minimum staffing for these days shall be determined by the Chief or his designee. Requests will be granted to the extent possible within minimum staffing levels.

- d. Shift coverage for the determined level of staffing, as determined by the Chief or his designee, will be achieved by ordering officers. The first officer to be ordered will be the officer with the least amount of seniority, regardless of their shift assignment or days off. This will continue in succession ordering officers having the least amount of seniority, until it has been determined that the determined level of staffing for each shift has been achieved.
- e. A parallel procedure shall apply for Sergeants.

ARTICLE XX: SICK LEAVE AND WORK CONNECTED INJURIES

20.1 It is hereby acknowledged by the Parties to this Agreement that employees of the Police Department are involved in hazardous employment that often places them in circumstances endangering their wellbeing. Considerations of the employer for sick leave benefits on behalf of police employees are therefore different than the considerations relating to any other City Department.

20.2 **Sick Leave:**

Employees 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 1100 hours. Sick leave may be used for employee illness and to attend doctor's appointments. Whenever practicable, doctor's appointments will be scheduled so as to minimize impact on employee's attendance at work.

20.3 **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 wage shall be paid to the employee by the employer for a period of the first ninety (90) 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 which will be the difference between the Workers' Compensation payment and the employee's regular compensation, to be paid on a bi-weekly basis.

At the end of the first ninety (90) day calendar period of said job connected injury, the employee shall continue to receive both the Workers' Compensation benefit and the difference between that benefit and the employee's regular compensation, except that the differential between the Workers' Compensation benefit and the employee's regular 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 Workers' Compensation benefit and decline to receive the differential between the Workers'

Compensation benefit and the regular weekly compensation, so as to avoid the charge against sick leave or vacation leave. The Police Chief may extend the first ninety (90) day calendar period without the difference between the Workers' Compensation and the employee's regular compensation shall not be charged against the employee's accrued sick leave or vacation time. During this extended period, no accrual of benefits shall be earned.

Provided further, that after expiration of the first ninety (90) calendar day period the Chief of Police shall at once order a complete physical and/or mental examination of said employee by two (2) registered physicians; and if the report of their examination establishes the injury as one which permanently incapacitates said employee, application shall be made for retirement under the provisions of the New Hampshire Retirement Law. The commencement of payments under the New Hampshire Retirement Law shall end the employer's obligation for payment of vacation time and/or accumulated sick leave under this section. Provided further, that if it is determinate immediately after an employee is injured, by two (2) registered physicians selected by the Chief of Police, that an employee will not be able to return to his/her regular duties at any time in the future, the employer shall not be obligated to pay the difference between Workers' Compensation and the employee's regular wage for the time periods of injury as outlined above.

20.4 At the discretion of the Chief of Police, a doctor's certificate may be required for absence due to illness in excess of two (2) 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 two (2) days or less with the Chief of Police selecting the doctor and the City paying for the cost of the visit to the doctor.

20.5 **Earned Personal Leave:**

Each employee who does not use any sick leave for a period of ninety (90) consecutive days shall be entitled to one (1) day paid leave for each such ninety (90) consecutive days and for each successive sixty (60) consecutive days directly thereafter. An employee cannot accrue more than forty-eight (48) hours of personal leave. Said leave to be taken at the discretion of the Chief of Police and the Chief of Police shall not unreasonably refuse to grant said leave.

20.6 **Personal Leave:**

Each employee shall be entitled to two (2) personal days per contract year (pro-rated to the nearest full day for a partial year of service). Personal days shall be taken only in full one-day increments. Personal days not used will be lost at the end of the contract year and no compensation will be paid for unused personal days. The scheduling of personal days off shall be done in accordance with Article 19.7 of this Agreement.

20.7 **Family Sick:**

Three (3) additional days each year with pay non-accumulative from year to year will be given to employees on the first day 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, domestic partner, child, stepchild, mother, father, or other dependents, as determined by the Internal Revenue Service's five-point test; (Package 1040-1 Pub 12115Q, 1995). An exception may be made by the Chief of Police where extenuating circumstances exist.

20.8 Parental Leave:

All full-time employees shall be eligible to receive one extra week (5 days) of paid vacation time during any calendar 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: BEREAVEMENT AND OTHER LEAVE

21.1 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 approval of the Chief of Police or his/her designee.

21.2 Military Leave:

Any full-time employee who is on active reserve in any branch of the military service will be granted two (2) weeks leave of absence per year without loss of pay provided the employee pays over to the City of Rochester all military pay earned as a result of the two (2) weeks absence.

21.3 Family Leave:

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: EMERGENCY LEAVE

- 22.1 With the prior approval, and at the discretion of the Chief, or his designee, Emergency Leave may be granted to employees in situations not otherwise provided in this article. Absences shall be charged against the employees accumulated vacation time, personal time, and sick time. The Choice of the sequence of benefits utilized to cover the leave will be at the discretion of the employee.

An employee may be granted an extension of up to two (2) weeks of Emergency Leave at the discretion of the Chief. The leave may be granted after a written request from the employee.

ARTICLE XXIII: CLOTHING ALLOWANCE & MAINTENANCE

- 23.1 Each new officer will be provided with uniforms and equipment in accordance with Department policy, as may be modified from time to time at the sole discretion of the Chief or Police or Commission, which at a minimum shall include boots, protective vest,

and summer and winter jackets.

The employee shall present the Chief of Police or his/her designee any clothing he/she believes worn beyond use and if the Chief of Police or his/her designee determines that it should be replaced, he/she will, within a reasonable time, see that another article is provided to replace that item turned in. Employees shall turn in to the Rochester Police Department the used clothing being replaced. It is understood that clothing which does not have any reasonable useful life remaining will be returned to the employee at the discretion of the Chief of Police.

a. Detectives:

The Police Department agrees to provide each year, two hundred and fifty dollars (\$250.00) for each six (6) month period up to a total of five hundred dollars (\$500.00) per year to detectives permitted regularly to wear civilian clothing to work including the dry cleaning of said clothing pursuant to the Department's reimbursement policy. A year is defined as beginning with the date of assignment to the Detective Division. Employees are required to give to the Chief of Police, within sixty (60) days of the granting of the allowance, clothing receipts to support the expenditure of funds. It is expected that this civilian clothes allowance will suffice for the period of assignment as a detective.

During the period of assignment as a detective the Department will continue to maintain one (1) complete duty uniform.

- 23.2 The Commission will replace or repair at no cost to the employee any article of clothing or equipment, as listed in Section 23.1 of this article. The replacement of prescription eyeglasses (including frames) or prescription contact lenses, torn or otherwise damaged during duty hours resulting from any reasonable and lawful enforcement action or police activity will be reimbursed up to three hundred dollars (\$300). Replacement or repair to be acted upon after a written report by the employee is delivered to the Chief of Police or his/her designee. This report is to be furnished within two (2) days after damage to clothing has occurred and the reasons damage occurred. Restitution order by the Court is to be paid to the City of Rochester and restitution shall be requested of the Court by the Department prosecutor.
- 23.3 The City will provide to all employees one set of Department approved training uniform to be worn for the purposes of in-house training.
- 23.4 Employees assigned to Problem Oriented Policing shall receive a taxable annual clothing allowance of \$300 per year.

ARTICLE XXIV: MEDICAL INSURANCE

24.1 **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) - RX10/20/45

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

Plan C – Lumenos2500 (07L) - RX Anthem

- a. The employee's share of premiums shall be paid by the individual employee through payroll deductions.

24.2 **Reimbursement Accounts:**

The City will offer to full-time employees the opportunity to setup a pre-tax flexible spending account (FSA) and/or dependent care account (DCA) as allowed under IRS Section 125. Details regarding these programs will be available during the open enrollment period.

- 24.3 The City and the Union agree that the City reserves the right to select and substitute alternate health plans to replace the existing health plans identified above. Such alternate plans must provide employees with services that are equal or comparable to the above-mentioned plans. The Union will also agree that the City may add any other plans as long as the plans are optional.

24.4 **Opt-Out 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 coverage level refers to the number of eligible dependents the employee has.

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

ARTICLE XXV: DENTAL INSURANCE

25.1 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.

ARTICLE XXVI: PROFESSIONAL LIABILITY FALSE ARREST INSURANCE

26.1 In lieu of such insurance policies, the Department shall self-insure and agrees to provide legal service selected by the Department to represent employees accused of wrongdoing in their official capacity. The intent of this article is to confirm existing practice where Department defends claims against Department employees in their capacity as an employee performing a Departmental service for which they were hired.

ARTICLE XXVII: 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.

27.1 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 up to a maximum of 880 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 up to a maximum of 880 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, 0% is paid out per Article 12. The employee must be employed by the City of Rochester at the time the payment is made to be eligible.

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.

Clothing: All items covered in Article 23 shall be returned to the Department upon separation from employment.

ARTICLE XXVIII: DURATION AND RENEWAL

28.1 The provisions of this Agreement will be effective as of City Council approval, supplementing and superseding the prior wages, hours and other economic benefits, except as otherwise herein provided, and will continue and remain in full force and effect until June 30, 2027, and thereafter will automatically renew itself for successive terms of one (1) year each, unless either the Commission or the Union gives written notice to the other pursuant to State law that it desires to renegotiate specified sections of this Agreement. Any sections of this Agreement which require the expenditure of public funds for its implementation shall not be binding unless and until the necessary appropriations have been made by the City Council. No cost item in this agreement shall be retroactive unless specifically approved as a retroactive cost item by the City Council.

In witness whereof, the Parties hereto have caused this Agreement to be signed by their respective Negotiating Committee this 26 day of June 2023.

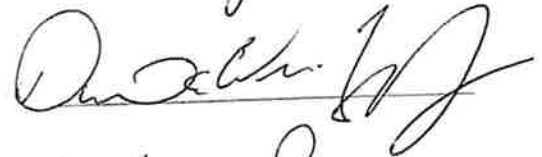
New England Police Benevolent Association Local 23

Rochester Police Commission

By: _____



By: Letitia J. Andse
City Manager



By: Michael Bunt

Karl Starn

Stephen J. Arnold, Sr.
Chief Negotiator


Chief Negotiator

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

Kelley Walters (Seal)
City Clerk

Appendix A: Merit Track

PATROL		FY24			PATROL		FY25	FY26	FY27
STEP	Annual				STEP	Annual	Annual	Annual	Annual
1	\$58,593.60				1	\$60,351.41	\$61,860.19	\$63,097.40	
2	\$60,644.38				2	\$62,463.71	\$64,025.30	\$65,305.81	
3	\$62,766.93				3	\$64,649.94	\$66,266.19	\$67,591.51	
4	\$64,963.77				4	\$66,912.68	\$68,585.50	\$69,957.21	
5	\$67,237.50				5	\$69,254.63	\$70,985.99	\$72,405.71	
6	\$69,254.63				6	\$71,332.27	\$73,115.57	\$74,577.89	
7	\$71,332.27				7	\$73,472.24	\$75,309.04	\$76,815.22	
8	\$73,472.24				8	\$75,676.40	\$77,568.31	\$79,119.68	
9	\$75,676.40				9	\$77,946.69	\$79,895.36	\$81,493.27	
10	\$77,946.69				10	\$80,285.10	\$82,292.22	\$83,938.07	
					MASTER PATROL	\$82,675.22	\$84,742.10	\$86,436.94	
SERGEANT		FY24			SERGEANT		FY25	FY26	FY27
STEP	Annual				STEP	Annual	Annual	Annual	Annual
1	\$80,267.20				1	\$85,155.47	\$87,284.36	\$89,030.05	
2	\$82,675.22				2	\$88,135.91	\$90,339.31	\$92,146.10	
3	\$85,568.85				3	\$91,220.67	\$93,501.19	\$95,371.21	
4	\$88,563.76				4	\$94,413.39	\$96,773.73	\$98,709.20	
5	\$91,663.49								