AGREEMENT

BETWEEN

THE CITY OF ROCHESTER

AND

LOCAL 1451 INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

FOR THE PERIOD OF

JULY 1, 2012 TO JUNE 30, 2015

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ARTICLE I: INTRODUCTION

1.1 This Agreement is entered into on this 1st day of May 2012 by and between the CITY OF ROCHESTER, NEW HAMPSHIRE hereinafter referred to as the CITY, and LOCAL 1451 of the INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, hereinafter referred to as the LOCAL 1451.

1.2 Pursuant to the provisions of the Public Employee Labor Relations Act (RSA, Chapter 273-A) the parties have entered into this Agreement in order to establish mutual rights and provide for equitable adjustment of differences which may arise, concerning wages, hours and other conditions of employment other than managerial policy. LOCAL 1451 recognize and accept the necessity of the CITY to operate within its budget as adopted by the City Council.

ARTICLE II: RECOGNITION:

2.1 The CITY recognizes LOCAL 1451 as the sole and exclusive bargaining agent for all permanent uniformed employees of the Fire Department excluding employees above the rank of Captain. Permanent uniformed employees shall be defined as full-time fire fighters as distinguished from call personnel.

2.2 LOCAL 1451 agrees to represent all unit-covered employees in the Fire Department without discrimination and without regard to membership in Local 1451. However, this shall not prevent the City Manager, department heads or assistant department heads from communicating or consulting with any employee or group of employees in their usual and normal supervisory capacity as municipal officials.

2.3 The CITY and LOCAL 1451 each reserve the right to act hereunder by Committee (which Committee shall be reasonable in number), individual member of designated representative.

2.4 The CITY agrees to deduct weekly and/or biweekly dues upon written authorization signed by the Fire Fighter in an amount certified to be current by the Secretary-Treasurer of LOCAL 1451 from the pay of all permanent member employees and probationary employees. The total amount of deductions shall be remitted, each month, by the Employer to the Treasurer of Local 1451. This authorization shall remain in full force and effect until the Fire Fighter submits a written revocation of such authorization of the City not less than thirty (30) days prior to the effective date of such revocation.

ARTICLE III: MANAGEMENT RIGHTS

3.1 The CITY shall retain the sole right and authority to operate and direct the affairs of the CITY and the Fire Department in all its various aspects, including, but not limited to, all rights and authority exercised by the CITY prior to the execution of this Agreement, except as modified in this Agreement. Among the rights retained is the CITY'S right to determine its 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 Fire Department, or by the employees of the CITY; 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 reasonable reasons; to make and enforce rules and regulations; and to change methods, equipment or facilities. 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 CITY.

ARTICLE IV: HOURS OF DUTY:

4.1 All full time fire fighters covered by this agreement with the exception of the staff officer(s) shall be assigned to twenty four hour shifts based upon a schedule of one (1) twenty-four (24) hour shift on duty, followed by two (2) days off, followed by one (1) twenty-four (24) hour shift on duty, followed by four (4) days off, over an eight (8) week cycle. The shifts shall change at 7:00 am each day. This schedule will average 42 hours per week over an eight week cycle.

4.2 The staff officer(s) shall be assigned to a forty (40) hour work week Monday through Friday. They shall work eight (8) hours between 09:00 to 17:00 hours or as otherwise arranged with the Fire Chief.

4.3 Overtime Duty: The City reserves the right to require employees to remain on duty or to return to duty, at such time and for such lengths of time as it shall deem necessary. Overtime to cover vacant shifts of duty shall be offered to employees of the Fire Department according to a list by seniority and on a rotating basis.

4.4 Overtime Pay: Employees shall be paid overtime for all work performed in excess of their regular duty as specified in paragraph 4.1. Overtime pay shall be one and one-half (1½) times the employee's standard hourly rate, excepting and excluding private duty work, provided further, an employee shall be paid for a minimum of two hours for each period of overtime duty which is not in part of his or her regular shift assignment. Overtime checks shall be computed and paid in the paycheck for the work period in which the overtime work was performed. Payment of the minimum two (2) hour overtime will be excluded for those members who report for shift work fifteen (15) minutes prior to the start of their normal duty shift and fifteen (15) minutes after the end of their normal duty shift.

4.5 The chief or his designee may grant the request of any two employees to exchange shifts of duty or days off. When said request has been granted, the individual who is to provide coverage of the absent party will be solely responsible to the department to provide said coverage and shall be caused to forfeit payment in an amount equal to hours of coverage he may have failed to provide. All time owed by members of LOCAL 1451 shall be paid back within the fiscal year that such exchange of hours occurred.

4.6 Residency: employees must live within a twenty-five (25) mile radius of the central Fire Station.

4.7 Compensatory Time: Employees eligible to receive overtime payments may request compensatory time in lieu of payment of overtime. Time off is at the same rate, normally one and one-half times (1½x) the employee's base rate/hours.

Compensatory time will be permitted only with the mutual acceptance of the employee and the Fire Chief and shall conform to all applicable laws and regulations i.e.: the Fair Labor Standards Act. (FLSA)

4.8 Daylight Savings Time
For those employees who are regularly scheduled for shift work (not call ins) when the clock changes back in the fall from Daylight Savings Time (2AM), the City will pay an additional one (1) hour of overtime pay computed at time and one-half (1 ½ x) the employee's regular rate of pay. In the spring the city will not deduct one (1) hour of pay from any employee regularly scheduled to work on the Daylight Savings Time change over shift.

ARTICLE V: COMPENSATION:

5.1 Effective July 1, 2012

The compensation schedule, payable bi-weekly to members of the Fire Department, shall be governed by Appendix A for fiscal years 2012-2013, 2013-2014, and 2014-2015. The schedule reflects increases in base salary as follows over the previous year:

Effective July 1, 2012: Increase of 2.75%
Effective July 1, 2013: Increase of 2.50%
Effective July 1, 2014:Increase of 2.50%

Applicability After Contract Expires: It is clearly understood that in the event that this Agreement expires without a successor Agreement being settled prior to July 1, 2015 that no further COLA adjustments after July 1, 2014 will be generated under the Agreement even if the Agreement is deemed to have an evergreen clause. It is further agreed that continuation of COLA adjustments are not to be deemed "status quo" as the term has been used by the PELRB in the event that a successor agreement has not been settled by July 1, 2015 .

5.2 Step increases will be granted, to those eligible, on their anniversary date.

a) Step increases will be granted based upon continued satisfactory performance as evidenced in the written performance evaluation procedure during the period of 7/01/12-6/30/15.

5.3 Fire fighters required by the Fire Chief to assume the duties of a "higher rank" shall be compensated at the minimum rate of that rank for all hours worked. Payment at the higher rank will be at the minimum rate without regards of years of service.

5.4 Supplemental Wages: The income tax withholding by the employer for supplemental wages shall be in the manner that is most beneficial for the employee, as that term is defined by the union and consistent with past practice, provided that it conforms with federal and state income tax laws and regulations.

ARTICLE VI: PROBATION, SENIORITY, & PROMOTION:

6.1 Probation: All new employees shall serve a probationary period of twelve (12) consecutive months and shall have no seniority rights during this period, but shall be subject to all other clauses of this Agreement, except that if disciplined or terminated, the decision of the Fire Chief is final and not subject to grievance. All employees who have worked twelve (12) consecutive months shall be treated as permanent employees and the probationary period shall be considered part of their seniority time.

6.2 Seniority: Seniority of employees shall be computed from their latest date of appointment to the Fire Department. Seniority rosters shall be kept up-to-date within thirty (30) days of any addition or deletion of a covered employee, and current rosters shall be posted on the Official Bulletin Board in each station. Any objection to the Seniority List as posted shall be reported to the Fire Chief before the expiration of thirty (30) days from the time of posting or it will stand approved.

6.3 An employee shall lose seniority and his employment with the employer shall be considered terminated for all purposes if:

1. The employee quits;
2. The employee is discharged for just cause.
3. The employee who has been laid off fails to respond within three (3) working days after being recalled.
4. The employee fails to report to work at the termination of the leave of absence;
5. Separated from the payroll of the employer by layoff for more than eighteen (18) months;
6. The employee voluntarily retires or is automatically retired under the terms of the employer's retirement plan.

6.4 Promotion: In matters affecting promotion, demotion and transfer of employees within the department, seniority shall govern subject to fitness and ability. The determination of an employee's fitness and ability shall be the sole right and responsibility of the CITY, as measured against the following considerations:

a. Has the physical qualification to do the work;
b. Has experience related to do the job;
c. Performs the work in the manner required by the CITY;
d. Cooperates with supervisors and observes rules and regulations;
e. Protects the property and interests of the CITY;
f. Reports for work promptly and regularly;
g. Maintains Harmonious relations with coworkers;
h. Has a positive attitude toward advancement and the assumption of additional responsibility.

ARTICLE VII: LOCAL 1451 BUSINESS:

7.1 One (1) employee elected to LOCAL 1451 Office shall be granted time to perform LOCAL 1451 functions, including attendance at conventions and seminars during duty hours, which are specifically listed as the following only without loss of pay:

a. International Association of Fire Fighters Convention - biannually:

b. New Hampshire State Labor Council Convention- one (1) per year;

c. Professional Fire Fighters of New Hampshire - regular and special meetings (not to exceed six (6) per year);

d. Seminars sponsored by the International Association of Fire Fighters (not to exceed three (3) per year); and

e. Professional Fire Fighters biennial Conference.

Chief to be notified one (1) week in advance in writing for each day off where pay benefits apply.

7.2 Leave from duty with straight time pay shall be granted to members of the LOCAL 1451 negotiating committee, not to exceed two (2) such members who will attend meetings between the CITY and the LOCAL 1451 for the purpose of negotiating the terms of the contract, provided the employee was scheduled for duty at a time simultaneous to the attendance of such meeting.

7.3 A grievant and one LOCAL 1451 representative are allowed up to one (1) hour (without loss of pay if either or both are on duty) during duty hours to process grievances through each step of the Grievance Procedure contained in Article XXII, and additional time with pay may be mutually agreed to for purposes of continuing meetings or hearings.

ARTICLE VIII: PERSONNEL REDUCTION:

8.1 In the event of personnel reduction in connection with decreasing the working force, and the recall to work of people so laid off, the following consideration shall govern. Skill and ability as determined by reference to the employee's work record, and length of service shall be determining factors. Where skill and ability are approximately equal, length of service shall govern. For the purposes of personnel reduction, part-time employees, then probationary, then full-time employees shall be terminated, in this order, provided there are available employees remaining in the group with seniority who are willing and qualified to efficiently perform the work of those displaced. Employees having the same seniority shall draw lots to determine the order of lay-off. No new employees shall be hired until all laid off employees have been given the opportunity to be rehired. Employees who have been laid off will be offered re-employment in the inverse order of lay off when they are needed again, provided they are physically qualified and possess sufficient training and experience to perform the duties of the available work. The CITY shall give laid off employees ten (10) calendar days notice of its intention to rehire. The employees shall, within this ten (10) day period, notify the CITY of their intention to, or not to, return to the employ of the CITY and shall report to work no later than fifteen (15) days from the receipt of said notice to rehire. If an employee fails to notify the CITY within the ten (10) calendar day period of his intentions to return to work, or fails to report to work within the fifteen (15) calendar days from the date of notice, he shall be considered permanently severed from the employ of the CITY. At the time of rehire the CITY may require, at the CITY'S expense, a physical examination prior to the employee's return to duty, and it is expressly understood that any employee found physically unfit to return to duty may be refused reemployment and removed from the employment list. The CITY shall not be obligated to rehire laid off employees who have been laid off for more than eighteen (18) months, beginning from the date of lay off.

8.2 Nothing in this Article shall limit the ability of the CITY to provide for a complement of officers and departmental personnel deemed in the judgment of the Chief necessary for the proper administration of the affairs of the Department and as provided for within the Departmental Budget.

ARTICLE IX: SICK LEAVE & WORK CONNECTED INJURIES:

9.1 It is hereby acknowledged by the parties to this Agreement that employees of the Fire Department are involved in employment which may be hazardous and places them in circumstances endangering their well-being. Provisions for sick leave benefits on behalf of the Fire Department are, therefore, subject to special consideration by the CITY.

9.2 Sick Leave: Sick leave for shall be granted at the rate of one hundred and forty four (144) hours, with twelve hours being credited for each month of service, and the unused portion shall be allowed to accumulate to a maximum of one thousand four hundred and forty (1440) hours. Sick leave for staff captains hired after July 1, 2012 shall be granted at a rate of eight (8) hours per month with a maximum accumulation of nine hundred and sixty (960) hours. The parties agree that the utilization of sick leave will be based upon an hourly reduction. Upon retirement of an employee, fifty percent (50%) of all accumulative sick leave shall be paid to the retiring employees. For purposes of this section, retiring employees eligible for the fifty percent (50%) payment shall be paid on the basis of a twelve (12) hour shift.
Sick leave shall be paid on the basis of an hours pay for an hour out sick. An eligible firefighter who calls in sick at or before the beginning of a twenty four (24) hour shift will receive twenty four (24) hours of sick leave pay if absent the entire twenty four (24) hour shift or shall be eligible to return to work at 5:00 pm if medically able. If a firefighter leaves work during his/her shift he/she shall receive sick leave pay for the remaining hours of the shift and not be eligible to return to work during that duty day

9.3 In the event of the death of an employee, said payment in the amount of seventy-five percent (75%) of accrued sick leave shall be made to his/her estate.

9.4 Job Related Injury: The parties of this Agreement hereby agree an employee out of work due to a job connected injury shall receive Worker's Compensation, and the difference between the amount paid to the employee through Worker's Compensation and the employee' regular salary shall be paid to the employee by the CITY for the first ninety (90) calendar day period of said job connected injury. Actual payment of wages under this section shall be the payment by the insurance company of the Worker's Compensation benefits as determined by the Department of Labor and a supplemental payment by the City of Rochester which will be the difference between the Worker's Compensation payment and the employee's regular compensation, to be paid on a biweekly basis. The CITY further agrees the first ninety (90) days of said job connected injury shall not be charged against the employee's accrued sick leave or vacation time. At the end of the first ninety (90) calendar day period of said job connected injury the employee shall continue to receive both the Worker's Compensation benefit and the difference between that benefit and the employee's regular compensation except that the differential between the Worker's Compensation benefit and the

employee's regular compensation shall be charged against the employee's accrued sick leave or 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 weekly compensation so as to avoid a charge against sick leave or vacation leave. Weekly payments by the CITY shall not exceed the employee's regular rate of pay, provided that the difference between Worker's Compensation payments and the employee's regular wage shall, for the first five (5) day absence due to any job connected injury, be applied against the employee's accumulated sick leave; provided further, that after the expiration of the first ninety (90) calendar day period of said job connected injury the Fire Chief shall at once order a complete physical and/or mental examination of said employee by a registered physician, and if the report of said examination establishes the injury as one which permanently incapacitates said employee, application shall immediately be made for retirement under the provisions of the New Hampshire Retirement Law. The date upon which payments under the New Hampshire Retirement Law commence the CITY'S obligation for payment of accrued sick leave shall end, as set forth under this Section. It is further agreed that, if it is determined immediately after the employee is injured, by a registered physician selected by the Fire Chief, an employee will not be able to return to the employee's regular duties in the Fire Department at any future time, the CITY shall not be obligated to pay the difference between Worker's Compensation and the employee's regular salary for the first ninety (90) calendar day period of said job connected injury in compliance with this Section.

9.5 Non-job Related Injury: Non-job related injury or sickness shall be covered up to one hundred (100) days of accumulated sick leave, depending upon what each employee has accumulated as of the time of injury or sickness, one (1) sick day being credited for each lost work day and with no rights of accumulating sick leave while out on sick leave.

9.6 Doctor's Certificate: At the discretion of the Fire Chief a doctor's certificate may be required for any absence due to illness in excess of two (2) duty shifts, at the expense of the employee. At the discretion of the Fire Chief a doctor's certificate may be required for any absence due to illness of a duration of two (2) duty shifts or less at the expense of the CITY.

9.7 Personal Days: Each employee shall be entitled to twenty one (21) hours of non-cumulative personal days per year granted on the employee's anniversary date. Personal days may be taken for any purposes 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, as long as at least twenty-four (24) hours notice is provided.

9.8 Family Medical Leave shall be granted to eligible employees in accordance with the City's Family Medical leave Act Policy.

Eligibility/Notice Employees who have worked for the City a minimum of one year, and have worked 1,250 hours or more during the twelve months prior to requesting leave, are eligible for family and medical leave under the Family and Medical leave Act (FMLA). Eligible employees may take up to 12 weeks of unpaid leave within a "rolling" twelve month period (29CFR 825.200(b)(4)) for the birth, adoption or foster placement of a child, or to care for a child, parent or spouse with a serious health condition, or for their own serious health condition. Leave for the birth or placement of a child by adoption or foster care must conclude within twelve months of the event. Leave may begin prior to birth or placement, depending on the circumstances. To qualify for medical leave, the health condition or treatment must be such that it requires inpatient care, or ongoing treatment by a health care professional, or an absence of more than three (3) days for recovery and/or treatment. Employees must provide the City with thirty (30) days advance written notice of the need for FMLA leave, or provide notice as soon as possible after leave time is taken if under emergency circumstances. If the City does not receive timely notice that an employee's absence was for an FMLA purpose, your absence may be retroactively designated as FMLA leave.

In the event that an employee does not meet the FMLA eligibility criteria he/she may apply for a regular leave of absence without pay which shall be considered by the City Manager upon the Department Head's recommendation. The decision to grant or deny such request shall be at the discretion of the City Manager. When an employee is out of work on a non-occupational disability leave the City shall concurrently designate the first twelve (12) weeks of such leave as FMLA leave.

Intermittent or Reduced Leave Employees may take leave intermittently or on a reduced work schedule if medically necessary in the event of his/her own or a family member's serious health condition. Intermittent leave or a reduced work schedule may be taken for the birth or placement of a child by adoption or foster care only with management approval. If leave is required on an intermittent or reduced work schedule basis, the employee may be required to schedule time off to cause the least disruption to the work flow and may also be required to transfer temporarily to a similar position that would more easily accommodate an intermittent leave.

Certification Medical documentation will be required in order to take leave for personal serious illness or the serious illness of a family member. Certification from a health care provider must include the following:

- The date the serious health condition began;

- The expected duration of the condition;
- A statement that the employee is unable to perform the functions of the job, or a statement that the employee is needed to care for the ill person;
- If applicable, the medical reasons for the need for an intermittent or reduced work schedule.

The City may require a second opinion at the City's expense. If a third opinion is required, the third physician must be agreed upon by the employee and the City, and the City will bear the expense.

While on FMLA leave each employee shall furnish the City with written reports every thirty (30) days regarding their medical status and intent to return to work. Prior to returning to work from FMLA leave after absences of a week or longer, each employee shall be required to present medical certification attesting to the employee's fitness for, and ability to, return to work and resume their job duties. Failure to provide this certification shall result in a denial or delay of reinstatement.

Child Care Rule – Both Parents Employed by the City If the City employs both parents they are jointly entitled to a combined total of twelve (12) weeks of leave for the birth or placement of a child by adoption or foster care.

If leave is required for an employee's own serious health condition, or to care for a sick child or spouse, each employee will be entitled to the remainder of their twelve (12) weeks of FMLA leave.

Use of Paid Time-Off Benefits Employees shall concurrently use applicable paid accrued leave such as sick, vacation or personal leave during their FMLA leave of absence. If the employee exhausts these accrued leave benefits, the remainder of the FMLA leave will be without pay.

Employee Benefits Health care benefits will be continued during this leave. During any paid portion of the leave the employee's share shall be deducted from the compensation received. During any unpaid leave the employee will be responsible for paying his/her portion of the premiums. If the employee's share of the premium is not paid within thirty (30) days after it is due, the City may cease providing its share of the premium until the employee returns to work or alternate payment arrangements are agreed to by the City and the employee. Unless the employee's failure to return to work is occasioned by the continuation, recurrence or onset of a serious health condition the employee shall be required to repay the City's portion of the premium payment.

Although the law does not require any further benefits during an FMLA leave, the City has decided to allow employees to continue to accrue those additional benefits that would have become available in their job position during their FMLA leave. After the FMLA leave concludes there shall be no further benefit accrual.

Job Restoration In most cases, upon returning from leave, the employee will be restored to the same or a similar position, with the equivalent pay, benefits, and other terms and conditions of employment. Certain key employees may be denied restoration if necessary to prevent substantial and grievous economic injury to the City's operations. An employee will be notified if he/she is a key employee when requesting leave. Temporary alternate duty, may be available at the City's discretion upon the recommendation of the Department and the approval of the City Manager. In conclusion, the City recognizes its responsibility under the Americans with Disabilities Act (ADA) to provide an ADA disabled employee with reasonable accommodations to enable such employee to perform their job functions.

Job Security According to the law an employee may be terminated if they cannot return to work after the twelve (12) weeks of FMLA leave have been used. However, the City has decided to enhance our employees' job security by holding each employee's job, or similar position, open for an additional twelve (12) week period. The extended leave shall only apply to circumstances where the employee remains unable to work as a result of their own serious health condition and for no other reason. During this extended leave period no benefits shall accrue and the employee shall become solely responsible for the continuation of health insurance coverage. At the conclusion of the extended leave employment shall be terminated if the employee is unable to return to work.

Problem Resolution It is the City's policy to comply fully with the Family and Medical Leave Act. Employees who have been denied leave inappropriately or otherwise treated unfairly, should contact the City Manager's office.

ARTICLE X: LODGING:

10.1 The Employer agrees to provide beds, bedding, linens, and blankets for each permanent and probationary employee. The employer also agrees to supply and maintain adequate kitchen facilities in each permanently manned fire station.

ARTICLE XI: SPECIAL LEAVE:

11.1 Funeral leave shall be granted as follows:

a. Special Leave of four (4) duty days shall be granted to the employee in the event of a death of his/her spouse or child.

b. Special Leave of three (3) consecutive days including work and non-working days from the date of death without any loss of pay in the event of death of his/her:

Father	Sister
Mother	Brother
Father-in-law	Mother-in-law

or

Relative domiciled in the employee's household.

c. Special 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:

Grandfather	Sister/Brother-in-law
Grandmother	Daughter/Son-in-law
Aunt	Uncle
Grandchild	

d. Under extenuating circumstances, two (2) additional days with pay may be granted under sections a, b and c above, with the written approval of the Fire Chief.

11.2 Jury Duty: An employee must report to work after he/she is released from Jury Duty, unless the employee is required to report to jury duty the next day. If that is the case the employee must return to work if excused from jury duty on or before 1:00 pm If jury duty continues past 1:00 pm, and the employee is required to report to jury duty the following day, the employee is excused from reporting to work. If an employee is called for jury duty, but not selected to perform jury service, he/she is required to report to work after being released from Jury service.

11.3 Military Leave: Any member of the Department who is called to active military service as a member of the Armed Forces of the United States of America, or who is engaged in activities in the Reserve Forces of the United States of America or the National Guard, shall be granted a leave of absence without pay to perform such duties without loss of any employment rights. Such leave shall be considered "Military Leave".

ARTICLE XII: VACATIONS:

12.1 Each covered full-time fire fighter or officers shall be granted a vacation in each fiscal year without loss of pay. Such vacations shall be computed in the following manner:

After commencement of the first year of continuous full-time employment, each employee shall accrue paid vacation time at the rate of 8.75 hours for each month of full-time employment during each employment year through and including the fifth (5th) employment year. After the commencement of the sixth (6th) year of full-time employment, each employee shall accrue paid vacation time at the rate of 13.125 hours for each month of full-time employment during each employment year through and including the tenth (10th) employment year. After commencement of the eleventh (11th) year of full-time employment, each employee shall accrue paid vacation at the rate of 15.75 hours for each month of full-time employment during each employment year through and including the fifteenth (15th). After commencement of the sixteenth (16th) year of full-time employment, each employee shall accrue paid vacation at the rate of 17.5 hours for each month of full-time employment during the month of full-time employment during each calendar year thereafter:

Illustrative Table:

0 - 60 months	105 hours
61 - 120 months	157.5 hours
121 - 180 months	189 hours
181 - to retirement	210 hours

12.1 Staff captains, hired after July 1, 2012, shall be granted vacation time without loss of pay. Such vacation shall be accrued in the following manner:

After commencement of the first year of continuous full time employment, each employee shall accrue paid vacation at a rate of 6.66 hours for each month of full time employment during each year through and including he fifth (5th) year of employment. After commencement of the sixth year (6th) of full time employment, each employee shall accrue paid vacation at a rate of 10 hours for each month of employment during each year through and including the tenth

year (10th) of employment. After commencement of the eleventh (11th) year of full time employment , each employee shall accrue paid vacation at a rate of 12 hours for each month of employment for each year through and including the fifteenth year (15th) year of employment. After commencement of the sixteenth (16th) year of full time employment, each employees shall accrue paid vacation at a rate of 13.33 hours for each month of employment for each year thereafter.

Illustrative table:

0-60 months	80 hours
61-120 months	120 hours
121-180 months	144 hours
180---retirement	160 hours

12.2 Vacations shall be subject to approval by the Fire Chief or his designee and shall be chosen by shift seniority, except that no more than two weeks shall be selected at one time by each employee until all shift employees have been given a chance to choose their preferred two weeks vacation.

12.3 Any member of the Fire Department may select any vacation period, during the calendar year, subject to Section 2 above. It is understood that selection of Christmas as a time of vacation shall be rotated based upon seniority for each shift to avoid the most senior person always monopolizing a Christmas vacation period.

12.4 An employee may take vacation with forty-eight (48) hours notice under unusual circumstances.

12.5 The maximum accumulation of vacation shall be one and one-half the yearly earning rate for each employee. When an employee achieves that level of accumulation he/she shall cease to earn additional vacation until the accumulation amount is reduced.

12.6 Lieutenants and Shift Captains shall be permitted to sell back to the City up to forty two (42) vacation hours per fiscal year.

12.7 Vacation time shall be charged in units, with one unit being ten and one half (10.5) hours of accrued leave and two (2) units being twenty one (21) hours of accrued leave. Vacation will be used in blocks of ten (10) hours (0700-1700 is equal to one unit), 14 hours (1700-0700 the next day is equal to one unit) or 24 hours (0700-0700 the next day is equal to two units), to be taken in units

12.8 Vacation time for staff captains, hired after July 1, 2012, shall be taken in eight hour (8) increments.

ARTICLE XIII: SAFETY AND HEALTH:

13.1 LOCAL 1451 and the CITY shall fully cooperate in matters of safety, health and sanitation affecting the employees. This shall include the provisions of proper working facilities, equipment, tools, safety devices and protective clothing so as to provide the City of Rochester, New Hampshire with an efficient and safety-minded fire fighting organization. The CITY and LOCAL 1451 agree that all apparatus and station facilities are to be maintained in a safe condition at all times.

13.2 Any employee observing an unsafe act, an unsafe condition, or an unsafe procedure regarding apparatus and station facilities shall report the same to his superior officer, who shall take steps to secure or correct the deficiency.

13.3 The Chief of the Fire Department or his designee will approve all safety corrections.

13.4 Safety corrections not agreed on by both employer and employee may be processed through the grievance procedure, provided, however, that such grievances shall not restate or duplicate a safety issue presently subject to a grievance or subjected to a grievance during the proceeding twelve (12) months.

ARTICLE XIV: ABSENCES:

14.1 Employees not expecting to work because of emergencies or because of other justifiable causes must notify the superior officer on duty at least thirty (30) minutes before scheduled to report to work unless justifiable reason prohibits the same.

ARTICLE XV: LIABILITY INSURANCE:

15.1 The City of Rochester will indemnify and save harmless for loss or damage any person employed by it from personal financial loss and expense including reasonable legal fees and costs, if any, arising out of any claim, demand, suit or judgment by reason of negligence or other act resulting in accidental injury to a person or accidental damage to or destruction of property if the indemnified person at the time of the accident resulting in the injury, damage, or destruction was acting in the scope of his employment or office.

ARTICLE XVI: CLOTHING ALLOWANCES:

16.1 The clothing allowance is a credit of $500.00 per contract year. The clothing allowance credit is regulated by the dress code which is detailed in G.O. ADMN - 5.

16.2 Upon completion of one year's probation, the City will provide each permanent fire fighter with a Class A Uniform.

ARTICLE XVII: PAID HOLIDAYS:

17.1 Each permanent fire fighter shall be paid by separate check for each of the following holidays:

New Year's Day	Columbus Day
Washington's Birthday	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Day After Thanksgiving
Labor Day	Christmas Day

Firefighters, lieutenants and captains shall receive a day's pay (10.5 hours) and the staff captains at 8 hours for each of the above holidays, in addition to his/her regular weekly pay, payment to be made June 30 and the last pay period in November. Staff captains hired after, July 1, 2012, shall receive holiday pay only if they actually work the holiday.

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

17.3 Employees who work on the following paid holidays shall be paid at time and one-half (½) rates for all hours worked:

Independence Day	Christmas Day
Thanksgiving Day	

ARTICLE XVIII: PAID DETAILS:

18.1 For work assigned through the Fire Department, but not paid out of the Fire Department budget, the employees shall be paid at the employees' overtime rate for a minimum of four (4) hours.

ARTICLE XIX: INSURANCE:

19.1 Employees shall be eligible to participate in either of the following Anthem plans:

Plan A - HMO – MTB20IPDED(07)- RX 10/20/45 $20 Copay;
RX $10/20/45 Retail (30 days) - $10/20/45 Mail (90 days)

Plan B - POS – BC3T15IPDED(07) – RX10/20/45 $15 Copay;
RX $10/20/45 Retail (30 days) - $10/20/45 Mail (90 days)

July 1, 2012-June 30, 2013 – The City will contribute 80% of either Plan A or plan B. In addition the City will reimburse each employee up to $250 dollars of that year's deductible.

July 1, 2013-June 30, 2014 – The City will contribute 80% of Plan A or 77% of Plan B. In addition the City will reimburse each employee up to $250 dollars of that year's deductible

July 1, 2014 and thereafter- The City will contribute up to 80% of Plan A with no reimbursement relative to that year's deductible.

19.2 The employee will pay the remainder of the premium costs through bi-weekly payroll deductions.

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

19.4 The City and the Union agree that the City reserves the right to select and substitute alternative health plans to replace the existing health plans identified above. Such alternative 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.

19.5 Commencing July 1, 2012, all eligible employees who choose not to participate in the health insurance afforded under this agreement shall receive an additional payment of one thousand dollars ($1,000) for a single plan, sixteen hundred dollars ($1600) for a two person plan and twenty four hundred ($2400) dollars for the family plan. The employee shall be required to submit proof that the employee is otherwise covered by another health insurance plan. Payment shall be made in the first pay period of December of each year of the election. This payment shall not be added to the base pay for the calculation of benefits.

19.6 The employee share of premiums shall be paid by the individual fire fighters through payroll deductions.

19.7 All employees covered by this agreement are provided with the Northeast Delta Dental Plan through the Local Government Center Health Trust. That plan or one with the same or greater benefits is provided by the City with the City paying up to fifteen dollars ($15.00) per month towards the cost of the benefit. Employee pays costs above that amount through payroll deduction. The Base Option V Coverage A, B; Mid Option III Coverage A, B, C and High Option I coverage A, B, C, and D are available to the employee in either Single, Two-Person or Family Plans.

ARTICLE XX: BULLETIN BOARD:

20.1 The CITY shall permit the use of a bulletin board in each fire house, maintained by the LOCAL 1451, for the posting of notices concerning LOCAL 1451 business and activities. All such notices shall be authorized by the President or other LOCAL 1451 official.

ARTICLE XXI: EDUCATIONAL INCENTIVE PROGRAM

21.1 An educational incentive program will provide $5,000.00 to be allocated among covered employees for the purpose of assisting in the financial cost of tuition and books for courses certified or approved by the New Hampshire Minimum Standard Training Council or by the Fire Chief. Reimbursement for tuition and textbook expenses shall be approved by the Fire Chief upon proof provided by the employee of successful completion of the course, successful completion being defined as a passing grade in any course which offers only a pass/fail grading system, and a minimum grade of "C" in any course where grading is either optional or mandatory.

21.2 The Fire Chief or his designee shall reasonably apportion the funds available in the educational incentive program for a fair distribution among employees electing to take advantage of the program, with due consideration being given to the funds available.

21.3 Whenever there is a full shift complement one (1) Captain, one(1) Lieutenant and six (6) Privates and no overtime has been incurred by the City to keep the shift full, one (1) member of the shift may attend classes without providing coverage for his/her absence, providing the course to be attended is within one (1) hour driving radius of the fire station. When overtime has been incurred by the City, Officers and Firefighters will be able to attend classes if they provide coverage.

21.4 The CITY agrees to pay annually the following amounts to those employees attaining or maintaining the following certifications/credits:

Fire fighter Level III	$300.00
15 College credits in a fire-related discipline	$200.00
30 College credits in a fire-related discipline	$400.00

ARTICLE XXII: GRIEVANCE PROCEDURE:

22.1 The purpose of the Grievance Procedure shall be to settle all grievances arising under this contract between the employer and the employee as quickly as possible. Should an employee be aggrieved, resolution shall be sought as follows by the employee with the assistance of LOCAL 1451. No settlement of a grievance by an employee shall contravene the provision of this Agreement. The following steps shall be followed in the Grievance. Failure at any step of the following procedure to communicate the decision of a grievance within the specified time limits shall permit the aggrieved fire fighter to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered.

Any fire fighter who has a grievance shall discuss it first with his Captain (or immediate supervisor) in an attempt to resolve the matter informally at that level.

Step 1. Any grievance shall be filed by the fire fighter, in writing, with the firefighters captain or immediate supervisor. The grievance shall contain an abbreviated statement as to the nature of the grievance and shall state specifically the areas which the fire fighter, or the UNION, feels have been violated. The fire fighter shall be required to sign the original grievance filed with the Captain. Within seven (7) calendar days of receipt of the grievance, the Captain shall conduct an informal inquiry concerning the grievance and render a decision, in writing, by no later than the close of the normal business day of the seventh day.

Step 2. If aggrieved fire fighter is not satisfied with the decision of the Captain (or immediate supervisor), or if no decision has been rendered within the seven (7) calendar day period as defined above, said fire fighter may appeal his/her grievance, in writing, to the Chief within seven (7) calendar days of the receipt of the Captain's (or immediate supervisor's) decision, or that date upon which such decision should have been rendered, provided however, that the aggrieved fire fighter sets forth the following:

A. The nature of the grievance, date of occurrence, and applicable provisions of the contract;

B. The nature and extent of the injury, loss or inconvenience;

C. The result of previous discussion; and

D. The remedy requested.

The Chief shall hold an administrative hearing concerning the grievance within seven (7) calendar days of receipt of the aggrieved fire fighter's appeal. The

Chief shall decide the grievance based upon the information supplied and any further information the Chief may request during or subsequent to the hearing. The Chief shall render a decision, in writing, within five (5) calendar days from the close of the hearing or the receipt of any additional information requested by the Chief.

Step 3. If the aggrieved fire fighter is not satisfied with the decision of the Chief or if no decision has been rendered within the five (5) calendar day period as defined above, said fire fighter may appeal his/her grievance, in writing to the City Manager within seven (7) calendar days of the receipt of the Chief's decision, or that date upon which such decision should have been rendered, provided however, that the aggrieved fire fighter sets forth the specific reasons for such appeal and the terms and conditions of this contract and the specific areas which the fire fighter feels have been violated, as was presented to the Chief. The City Manager, or the designated representative, shall hold an administrative hearing concerning the grievance within fourteen (14) calendar days of receipt of the aggrieved fire fighter's appeal. The City Manager shall decide the grievance based upon the information supplied and any further information that he/she may request during or subsequent to the hearing. The City Manager shall render a decision, in writing, within fourteen (14) calendar days from the close of the hearing or the receipt of any additional information requested by the City Manager.

Step 4. If the decision of the City Manager is found to be unsatisfactory, or if no decision has been rendered during the time period specified above, said fire fighter may within seven (7) calendar days appeal, in writing, the decision of the City Manager for arbitration to the American Arbitration Association in accordance with its rules then pertaining. Prior to formal submittal to the American Arbitration Association, the parties will make an effort to mutually select an arbitrator.

The arbitrator shall be limited to the issues submitted and shall consider nothing else. The arbitrator 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 LOCAL 1451, the Aggrieved, and the CITY.

The fees and expenses of the arbitrator will be shared equally by the parties. The parties may mutually agree to waive any time limit mentioned herein.

ARTICLE XXIII: SAVINGS CLAUSE:

23.1 If any provision of this Agreement or the application of such provision should be rendered or declared invalid by any court action or by reason of an existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

ARTICLE XXIV: APPENDIXES AND AMENDMENTS:

24.1 All appendixes and amendments to this Agreement shall be lettered, dated and signed by the responsible parties and shall be subject to all the provisions of this Agreement.

ARTICLE XXV: DURATION OF AGREEMENT:

25.1 The provisions of this Agreement will be effective as of July 1, 2012, 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, 2015, and thereafter will automatically renew itself for successive terms of one (1) year each, unless either the CITY or LOCAL 1451 gives written notice to the other pursuant to State law that it desires to re-negotiate this Agreement.

25.2 Increases in cost resulting from this Agreement shall not be retroactive. Any such changes shall take effect upon the effective date as referenced in the Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed by their respective Negotiating Committee on this the 1st day of May 2012.

Local #1451 International Association of Fire Fighters

By: [signature] / President

By: [signature]

Chief Negotiator

City of Rochester

By: [signature]

By: Diane Hoyt

Chief Negotiator

Adopted and approved by the Rochester City Council on May 1, 2012.

Kelly Walters

City Clerk (Seal)

APPENDIX A: WAGE/STEP PLAN

CITY OF ROCHESTER

AND

LOCAL 1451

WAGE/STEP PLAN

Effective: July 1, 2012

Firefighter				
Step		**7/1/2012**	**7/1/2013**	**7/1/2014**
0	1-12 months	37,049.25	37,975.48	38,924.86
1	1+ years	38,733.79	39,702.14	40,694.69
2	2+ years	40,755.62	41,774.51	42,818.88
3	3+ years	43,109.40	44,187.13	45,291.81
4	4+ years	44,793.97	45,913.81	47,061.66
5	5+ years	46,349.20	47,507.93	48,695.63
6	6+ years	48,110.55	49,313.31	50,546.15
Lieutenant		51,828.39	53,124.10	54,452.21
Captain				
0	0-12 months	55,546.23	56,934.88	58,358.26
1	1+ years	57,461.22	58,897.75	60,370.20