

**AGREEMENT BETWEEN THE  
CITY OF ROCHESTER AND LOCAL 1451  
OF THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS  
July 1, 2023 to June 30, 2027**

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## **ARTICLE I: INTRODUCTION**

- 1.1 This Agreement is entered into on this 1st day of July 2023 by and between the CITY OF ROCHESTER, NEW HAMPSHIRE hereinafter referred to as the City, and LOCAL 1451 of the INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, 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: GRIEVANCE PROCEDURE**

- 4.1 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 unit member 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 unit member who has a grievance shall discuss it first with the Fire Chief or his designee in an attempt to resolve the matter informally at that level.

**Step 1.** Any grievance not resolved in an informal manner shall be filed by the unit member, in writing, with the Assistant Chief. The grievance shall contain an abbreviated statement as to the nature of the grievance and shall state specifically the areas which the unit member, or the UNION, feels have been violated. The unit member shall be required to sign the original grievance filed with the Assistant Chief. Within seven (7) calendar days of receipt of the grievance, the Assistant Chief 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 unit member is not satisfied with the decision of the Assistant Chief, or if no decision has been rendered within the seven (7) calendar day period as defined above, said unit member may appeal his/her grievance, in writing, to the Fire Chief within seven (7) calendar days of the receipt of the Assistant Chief's decision, or that date upon which such decision should have been rendered, provided however, that the aggrieved unit member 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 Fire Chief shall hold an administrative hearing concerning the grievance within seven (7) calendar days of receipt of the aggrieved unit member's appeal. The Fire Chief shall decide the grievance based upon the information supplied and any further information the Fire Chief may request during or subsequent to the hearing. The Fire 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 Fire Chief.

**Step 3.** If the aggrieved unit member is not satisfied with the decision of the Fire Chief or if no decision has been rendered within the five (5) calendar day period as defined above, said unit member may appeal his/her grievance, in writing to the City Manager within seven (7) calendar days of the receipt of the Fire 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 Fire 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 V: LOCAL 1451 BUSINESS**

- 5.1 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.

- 5.2 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.
- 5.3 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 IV, and additional time with pay may be mutually agreed to for purposes of continuing meetings or hearings.

## **ARTICLE VI: BULLETIN BOARD**

- 6.1 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 VII: PROBATION, SENIORITY, & PROMOTION**

### **7.1 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.

### **7.2 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.

### **7.3 Loss of Seniority:**

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

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

### **7.4 Promotion:**

The City and Unit recognize that the method of promotional testing is crucial to the development of a good and competent officer group. In view of this, the City will continue to issue promotions based on a fair and equitable testing process, which measures ability and competency in accordance with the following:

The promotional candidate shall have all the minimum qualifications outlined in the department policy (Reference General Order Admin Promotional Policy 15) prior to the date of the written exam. List of reference materials will not be altered, but available per policy referenced above; policy will not be changed until after completion of the exam.

### **Eligibility for Fire Lieutenant Examination process**

- Have four (4) continuous years of full-time firefighting experience with the Rochester Fire Department as a full-time firefighter.
  - Fire Officer I

### **Eligibility for Fire Captain Examination process**

- Current full-time Rochester Fire Lieutenants who have successfully completed the probationary period as Lieutenant.
  - Fire Officer II

A promotional roster for Fire Lieutenant and Fire Captain shall be valid for two (2) years after the promotional list is published. The department shall maintain an active promotional roster for Fire Lieutenant as well as a separate promotional roster for Fire Captain at all times.

Fire Lieutenant and Fire Captain Vacancies shall be filled from their respective promotional rosters.

## **ARTICLE VIII: COMPENSATION**

- 8.1 Employees pay shall fall on a step of the Merit Track as referenced in Appendix A Wage/Step Plan. If the written performance evaluation shows continued satisfactory performance, employees may advance on the Merit Track one increment, effective the first full pay period, including their anniversary date of hire or promotion, if approved by the City Manager as set forth below.

Each employee of the bargaining unit will receive an evaluation annually, prior to their anniversary date of hire or promotion. To provide a fair and balanced evaluation, each employee's evaluation will be finalized with input from at least two levels of supervisors. The evaluators will utilize the evaluation instrument attached as Exhibit A.

The employees currently assigned direct supervisor is responsible for completing a draft evaluation and consulting with the employee on the contents of the draft evaluation at least fifteen (15) days prior to the employee's anniversary date of hire or promotion. The evaluator will consult with their direct supervisor on the contents of the draft evaluation prior to consulting with the employee.

Thereafter, the evaluators will finalize the evaluation, have the employee review, and sign the document, and forward the evaluation to the designated Operations Chief Officer for completion of the Merit Track Advancement Worksheet. The Chief Officer will notify the employee of the results of the worksheet and then forward to the Fire Chief.



The Fire Chief will review all documentation and approve or deny the final evaluation. If approved, the Fire Chief will forward to the City Manager for consideration of Merit Track advancement. No employee will be denied a merit track advancement if they receive a score of 70 or better on the Merit Track Advancement Worksheet. Conversely, no employee will be recommended for Merit Track advancement if they have scored lower than 70 points on the Merit Track Advancement Worksheet. Merit Track advancement will not be withheld because of financial considerations of the department or the city. The fire chief will make his recommendation to the City Manager no later than seven days following the employee's anniversary date of hire or promotion.

Any unit employee that is denied Merit Track advancement, may ask for a meeting with the City Manager within 10 days of notification.

- 8.2 Notwithstanding the foregoing, any employee that is ultimately denied Merit Track advancement shall be placed on a formal improvement plan and may request a reevaluation anytime between 90 and 120 days after the denial of Merit Track Advancement. If the Fire Chief, after consulting with the Assistant Chief, agrees that the revaluation will result in a change in the recommendation for Merit Track advancement based upon current performance, the Chief shall recommend Merit Track advancement to the City Manager. If approved by the City Manager, any such adjustment will be effective thereafter and shall not be retroactive. The Fire Chief's decision not to recommend Merit Track advancement based upon the reevaluation may be appealed to the City Manager. The recommendation and approval of all Merit Track advancements shall not be arbitrarily or unreasonably withheld.
- 8.3 In the event that an employee is disciplined, and that discipline is overturned through the grievance process, the employee's performance evaluation will be redone as will the Merit Track Worksheet. To the extent the employee was denied Merit Track advancement based upon the overturned discipline, the employee shall receive a Merit Track Advancement retroactive to the anniversary date of hire or promotion.
- 8.4 The Merit Tracks attached hereto (APPENDIX A) will be adjusted as follows:
  - Effective July 1, 2023, 0%
  - Effective July 1, 2024, 4%
  - Effective July 1, 2025, 3%
  - Effective July 1, 2026, 2%

## ARTICLE IX: PAID DETAILS

- 9.1 Work assigned through the Fire Department, but not paid out of the Fire Department budget will be considered outside details and paid at a special rate.

These rates are established by calculating the OT rate (1.5x the hourly rate) of the highest step of a particular rank and increasing that calculated rate by fifteen percent (15%).

All outside details will be paid at a minimum of four (4) hours.

## ARTICLE X: EDUCATIONAL INCENTIVE PROGRAM

- 10.1 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.
- 10.2 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.
- 10.3 Employees may attend classes approved by the Fire Chief. If the class falls on a day the employee is on duty, the employee may attend the class on duty with approval from the Fire Chief.
- 10.4 The City agrees to pay annually the following amounts to those employees attaining or maintaining the following certifications/credits:

|  |          |
|--|----------|
| Fire fighter Level III                             | \$400.00 |
| 15 College credits<br>in a fire-related discipline | \$300.00 |
| 30 College credits<br>in a fire-related discipline | \$500.00 |

- 10.5 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 Human Resources.

Payment is accomplished in equal increments throughout the year. In addition, overtime compensation is based upon the base salary including educational incentive pay.

- 10.6 Employees hired after June 30, 2021, shall not be entitled to the educational incentives for 15 or 30 college credits.

## **ARTICLE XI: HOURS OF DUTY**

- 11.1 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.
- 11.2 **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.
- 11.3 **Overtime Pay:**  
Employees shall be paid overtime for all work performed in excess of their regular duty as specified in paragraph 11.1. 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 three (3) 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 three (3) hour overtime will be excluded for those members who report for shift work thirty (30) prior to the start of their normal duty shift.
- 11.4 **Shift Exchange:**  
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.
- 11.5 **Residency:**  
Employees must live within a fifty (50) mile radius of the central Fire Station.

**11.6 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 (1½) times 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). Compensatory time shall be used on an hour for hour basis. The maximum accumulation of compensatory time shall be limited to 100 hours. Upon the effective date of this agreement, hours accrued over the limit will be grandfathered. Employees with balances over the limit will be eligible to earn comp time after their balance goes below 100 hours.

**11.7 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 XII: PAID HOLIDAYS**

- 12.1 Each permanent fire fighter, lieutenant, and captain shall be paid twelve (12) hours straight time rate for each of the following holidays in addition to their weekly pay on the first pay period of the fiscal year.

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

- 12.2 Employees who work on the following paid holidays shall be paid at time and one-half (½) rates for all hours worked: Independence Day, Thanksgiving Day and Christmas Day.

## ARTICLE XIII: VACATIONS

13.1 Each covered full-time fire fighter or officers shall be granted a vacation in each fiscal year without loss of pay.

13.2 Vacation time will be accrued on a bi-weekly basis in accordance with the following table:

|                     |           |
|---------------------|-----------|
| 0 - 60 months       | 108 hours |
| 61 - 120 months     | 156 hours |
| 121 - 180 months    | 192 hours |
| 181 - to retirement | 216 hours |

13.3 Vacation time may be used after completion of the first six (6) months of employment (12-month probationary period).

13.4 **For employees hired after 7/1/2017:**

The maximum accumulation of vacation shall be 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.

13.5 **For employees hired prior to 7/1/2017:**

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.

13.6 Vacations shall be subject to approval by the Fire Chief or his designee.

13.7 An employee may take vacation with forty-eight (48) hours of notice under extenuating circumstances.

13.8 Employees shall be permitted to sell back to the City up to forty-two (42) vacation hours per fiscal year.

13.9 Vacation will be used in blocks of twelve (12) hours (0700-1900 or 1900-0700) or twenty-four (24) hours (0700-0700).

## **ARTICLE XIV: SICK LEAVE & WORK CONNECTED INJURIES**

14.1 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.

14.2 **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. For employees hired on or after 7-1-2017, the unused portion shall only be allowed to accumulate to a maximum of one thousand one hundred (1100) hours. The parties agree that the utilization of sick leave will be based upon an hour for hour reduction.

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

14.3 **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's regular salary shall be paid to the employee by the City for the first ninety (90) calendar day period of said job connected injury. 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 his regular weekly compensation so as to avoid a charge against his 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.

**14.4 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.

**14.5 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.

**14.6 Personal Days:**

Each full-time employee shall be entitled to twenty-four (24) hours of non-cumulative personal time per year granted on the first of the month following the employee's anniversary date. Personal time may be taken for any purposes except as substitution for suspension as a result of disciplinary action. Personal time 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 of notice is provided. Personal time will be charged on an hour for hour basis.

**14.7 Family Medical Leave:**

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 twelve (12) weeks of unpaid leave within a “rolling” 12-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 workflow 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:

- a. The date the serious health condition began
- b. The expected duration of the condition
- c. 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



- d. 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.

**14.8 Birth/Adoption Leave:**

Employees shall be entitled to receive forty-eight (48) hours of paid time off, in addition to any other leave, in which they or their current spouse have a birth or an adoption of a child (children). The leave must be used within one year of the birth or adoption of the child.

**14.9 Sick Leave Transfer:**

The City Manager may grant a sick leave transfer to an employee if it is determined to be in the best interests of the City and if the following conditions are met. The request must be made in writing and for an extended illness of three or more week's duration. The employee must first use all other available paid leave. Employees recovering from a workers' compensation injury or illness are not eligible. Employees who wish to donate sick leave must still have 360 hours left after the donation is made and may donate no more than 60 hours in one calendar year. Donations are strictly voluntary and anonymous.

## ARTICLE XV: SPECIAL LEAVE

### 15.1 **Bereavement Leave:**

Bereavement Leave shall be granted as follows:

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

### 15.2 **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.

**15.3 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 equivalent to two calendar weeks without a loss of pay or employment rights to perform such duties. Such leave shall be considered "Military Leave". "Without loss of pay" means the City will augment any military leave pay received by the unit member from the federal government up to the gross wages the unit member would have received had he/she been working for the City during the same pay period.

## **ARTICLE XVI: ABSENCES**

- 16.1 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 XVII: CLOTHING ALLOWANCES**

- 17.1 The clothing allowance is a credit of \$600 per contract year, exclusive of shipping costs. The clothing allowance credit is regulated by the dress code which is detailed in G.O. ADMN - 5.
- 17.2 Upon completion of one year's probation, the City will provide each permanent fire fighter with a Class A Uniform.

## **ARTICLE XVIII: SAFETY AND HEALTH**

- 18.1 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 firefighting organization. The City and LOCAL 1451 agree that all apparatus and station facilities are to be maintained in a safe condition at all times.
- 18.2 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.
- 18.3 The Chief of the Fire Department or his designee will approve all safety corrections.

- 18.4 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 XIX: LODGING**

- 19.1 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 XX: INSURANCE**

**20.1 Medical:**

All employees shall be provided with 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 PLAN A, PLAN B, or PLAN C.

Plan A – ABSOS20/40/1KDED (07L) - RX10/20/45

Plan B – ABSOS25/50/3KDED (07L) - RX10/20/45

Plan C – Lumenos2500 (07L) – RX Anthem

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

**20.2 Health FSA & Dependent Care Account:**

The City will offer to full-time employees the opportunity to set up a pre-tax medical 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.

**20.3 Alternate Health Plans:**

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.

**20.4 Opt-Out Incentive:**

Employees that have medical coverage through their spouse 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.

**20.5 Dental:**

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

**20.6 Cancer Indemnity Plan:**

The City will contribute 50% of the premium of individual coverage for AFLAC maximum difference cancer indemnity plan (series A-76100).

## **ARTICLE XXI: LIABILITY INSURANCE**

- 21.1 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 XXII: PERSONNEL REDUCTION

- 22.1 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.
- 22.2 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 XXIII: 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.

### 23.1 **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/her probationary period, vacation pay-out will be pro-rated based upon his/her service time. The maximum vacation payout shall not exceed one and one-half times the annual accrual amount.

**Sick:** Upon retirement of an employee, fifty percent (50%) of all accumulative sick leave shall be paid if the employee has been granted a retirement allowance from the NHRS and is drawing such an allowance within 90 days of separation.

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

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

**Holiday Lump Sum:** When the employee terminates his/her employment for any reason, he/she shall receive payment for all holidays pay due him/her, up to the time of termination.

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

Sick and vacation benefits, the number of days for each shall be based upon the employee's accruals and his/her current hourly rate at the time of separation.



In the event of termination by reason of death, while employed by the Rochester Fire Department, said payment in the amount of 75% of accrued sick leave shall be made to his/her beneficiary.

**Clothing:** All turnout gear shall be returned to the Department upon separation from employment.

## **ARTICLE XXIV: SAVINGS CLAUSE**

- 24.1 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 XXV: APPENDIXES AND AMENDMENTS**

- 25.1 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.

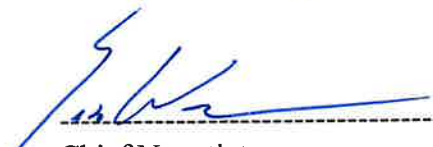
## **ARTICLE XXVI: DURATION OF AGREEMENT**

- 26.1 The provisions of this Agreement will be effective as of July 1, 2023, 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 City or LOCAL 1451 gives written notice to the other pursuant to State law that it desires to re-negotiate this Agreement.
- 26.2 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 \_\_\_\_ day of June 2023.

**Local #1451 International  
Association of Fire Fighters**

By: 


  
Chief Negotiator

**City of Rochester**

By: 

  
Chief Negotiator

Adopted and approved by the Rochester City Council on February 7, 2023.

  
City Clerk (Seal)

## APPENDIX A: WAGE/STEP PLAN

### FY24

| Grade       | 1     | 2     | 3     | 4     | 5     | 6     | 7     | 8     | 9     | 10    | 11    |
|-------------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| Firefighter | 22.90 | 23.53 | 24.18 | 24.84 | 25.52 | 26.23 | 26.95 | 27.69 | 28.45 | 29.23 | 30.04 |
| Lieutenant  | 32.14 | 33.03 | 33.93 | 34.87 |       |       |       |       |       |       |       |
| Captain     | 37.31 | 38.34 | 39.39 | 40.47 |       |       |       |       |       |       |       |

### FY25

| Grade       | 1     | 2     | 3     | 4     | 5     | 6     | 7     | 8     | 9     | 10    | 11    |
|-------------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| Firefighter | 23.82 | 24.47 | 25.14 | 25.84 | 26.55 | 27.28 | 28.03 | 28.80 | 29.59 | 30.40 | 31.24 |
| Lieutenant  | 33.43 | 34.35 | 35.29 | 36.26 |       |       |       |       |       |       |       |
| Captain     | 38.80 | 39.87 | 40.97 | 42.09 |       |       |       |       |       |       |       |

### FY26

| Grade       | 1     | 2     | 3     | 4     | 5     | 6     | 7     | 8     | 9     | 10    | 11    |
|-------------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| Firefighter | 24.53 | 25.21 | 25.90 | 26.61 | 27.34 | 28.09 | 28.87 | 29.66 | 30.48 | 31.31 | 32.18 |
| Lieutenant  | 34.43 | 35.38 | 36.35 | 37.35 |       |       |       |       |       |       |       |
| Captain     | 39.97 | 41.07 | 42.20 | 43.36 |       |       |       |       |       |       |       |

### FY27

| Grade       | 1     | 2     | 3     | 4     | 5     | 6     | 7     | 8     | 9     | 10    | 11    |
|-------------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| Firefighter | 25.02 | 25.71 | 26.42 | 27.14 | 27.89 | 28.66 | 29.44 | 30.25 | 31.09 | 31.94 | 32.82 |
| Lieutenant  | 35.12 | 36.09 | 37.08 | 38.10 |       |       |       |       |       |       |       |
| Captain     | 40.77 | 41.89 | 43.04 | 44.22 |       |       |       |       |       |       |       |