AGREEMENT

between

ROCHESTER POLICE COMMISSION

of the

CITY OF ROCHESTER

and

NEW ENGLAND POLICE BENEVOLENT ASSOCIATION

LOCAL #23

JULY 1, 2016

To

JUNE 30, 2020

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ROCHESTER POLICE DEPARTMENT

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

ARTICLE ONE: PURPOSE

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

ARTICLE TWO: RECOGNITION

A. For the purpose of collective negotiations under RSA 273-A, the Commission recognizes the New England Police Benevolent Association, Local #23, as the exclusive representative of the following personnel:

Full-time police officers through rank of sergeant

B. Employees certified as public employee members have and shall be protected in the exercise of the right, without fear of penalty or reprisal, to join and assist the Union.

C. The Union agrees to represent all such certified public employee members in the Rochester Police Department designated above without discrimination and without regard to membership in the Union.

D. Reference to the "Union" as exclusive representative or the unit employees means the New England Police Benevolent Association, Local #23, and the Commission shall not bargain or enter into agreements with Union members or any of the Union's representatives unless such Union or persons are authorized to represent the Union either by specific designation or by the terms of this Agreement.

ARTICLE THREE: NEGOTIATION PROCEDURES

New England Police Benevolent Association, Local #23, and the Commission agree to enter into collective negotiations in accordance with N.H. RSA 273-A. On or before December, prior to the expiration of the Agreement, this being one hundred twenty (120) days prior to the budget

submission date, either party may submit to the other written notice of its intention to renegotiate concerning salaries, hours and terms and conditions of employment as defined in RSA 273-A.

ARTICLE FOUR: AGREEMENT

A. Whenever proposals initiated by either Party with respect to salaries and economic benefits are adopted by the Parties, such proposal shall be reduced to writing and copies thereof shall be attached to this Agreement and become a part thereof.

B. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect. The Parties will meet no later than fourteen (14) days after any such holding for the purpose of renegotiating the provision or provisions affected.

C. The Commission or its agents or the Union shall not discharge or discriminate against any person with respect to promotion, assignment or any other matter because of race, creed, color, age, sex, marital status, sexual orientation, disability, Union membership or Union activities and all persons covered by the terms of this Agreement shall receive equal and full protection thereunder. Neither the Commission, its agents nor any other supervisory personnel or the Union shall discriminate against or discharge any employee because he/she has filed or processed any dispute under the Agreement or instituted any proceeding under the state or federal statute relating to wages, hours or conditions of employment.

D. All lawful Union activities that directly and clearly relate to this Agreement are protected hereunder, and nothing shall be construed to abridge the right of any authorized representative of the Union to communicate with the citizens of the City on issues which affect the welfare of Union members provided, however, that every employee of the Department devote one hundred (100%) percent of his/her time to Police Department matters while on duty unless previously approved in writing by the Chief of Police.

ARTICLE FIVE: DISPUTE PROCEDURE

A. Definitions

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

B. Intent

1. It is the policy of the Commission and New England Police Benevolent Association, Local #23, to encourage all members of this Department to use informal means of problem

resolution by following the chain of command. Chain of command is not a subject for negotiation under this Agreement.

"Work day" for purpose of the dispute procedure means and shall be determined by using the employee responsible for a specific action with the applicable step procedure.

C. Initiation and Processing

1. Failure at any step of this procedure to communicate the decision on a dispute within the specified time limits shall permit the aggrieved person to proceed to the next step. Failure at any step of this procedure to appeal a dispute to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step. If the Department does not answer in writing, within the time periods provided, the grievance shall be considered resolved in the employee's and/or the Union's favor.

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

Step 1. The dispute shall be submitted to the Chief of Police in writing by the officer with a copy to his/her supervisor no later than fourteen (14) work days after the incident.

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

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

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

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

E. In the event the decision of the Commission is not acceptable, the following procedure will be used to secure the services of an arbitrator:

1. The Union shall within twenty (20) days file for arbitration and request the New Hampshire Public Employee Labor Relations Board (PELRB) to submit a potential list of arbitrators. The list shall include a full resume, including personal and professional background and experience, arbitration experience, and per diem expenses

2. The Parties shall determine within twenty (20) days of receipt of the arbitrators list a mutually satisfactory arbitrator. If that is not possible the PELRB will appoint one.

3. Scheduling of arbitration hearing shall be accomplished by the parties through the arbitrator.

4. The Commission, the Aggrieved and the Union shall receive copies of the arbitrator's report, said report of findings and decisions to be accomplished within thirty (30) calendar days of the completion of the arbitrator's hearing.

5. The arbitrator shall limit himself/herself to the issues submitted to him/her and shall consider nothing else. He/She may add nothing to nor subtract anything from the Agreement between the Parties. The findings and decision of the arbitrator shall be final and binding on the Union, the Aggrieved and the Commission. However, any party may appeal the arbitrator's decision to the Superior Court in accordance with the provisions of RSA 542.

6. The Union and the Commission agrees that any differences between the Parties on matters relative to this Agreement shall be settled by the means herein provided.

7. The fees and expenses of the arbitrator will be shared by the two (2) Parties equally.

F. All documents, communications and records dealing with the proceedings of a contract dispute shall be filed separately from the personnel files of the participants.

ARTICLE SIX: DISCIPLINARY PROCEEDINGS

A. The procedure for disciplinary action shall include notice, in writing, to the employee with a copy placed in the employee's personnel file which includes a statement of the reason(s) for the discipline.

B. Employees shall have the opportunity to present written statements as to their position and opinion regarding disciplinary proceedings, which shall become part of the disciplinary file.

C. In the event of a written reprimand, the personnel record of the employee will be cleared of any written evidence of such discipline after one (1) year from the date of the discipline, provided there be no written reprimands, suspensions, demotions or other disciplinary actions during the one (1) year period. In the event of a suspension or demotion, the personnel record of the employee may be cleared only at the discretion of the Police Chief of any written evidence of such discipline after three (3) years from the date of suspension or demotion, provided there are no written reprimands, suspensions, demotions, or other disciplinary actions during the three (3) year period.

ARTICLE SEVEN: CONTINUITY OF OPERATIONS

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

ARTICLE EIGHT: COMMISSION RIGHTS

The Commission shall retain the sole right and authority to operate and direct the affairs of the Police Department in all its various aspects. Among the rights retained is the Commission's right to determine the Department's mission and set standards and service offered to the public; to direct the working forces; to plan, direct, control and determine the operations or services to be conducted in and by the Police Department or by employees of the Department; to assign and transfer employees; to hire, promote, or demote employees and to suspend, discipline or discharge employees for just cause; to relieve employees due to lack of work or for other legitimate reasons; to make and enforce rules and regulation subject to RSA 273-A; and to change methods, equipment or facilities. Without limiting the preceding and solely as illustration, matters regarding the policies and practices of the Commission and Chief of Police as established by statute, ordinance or regulations relating to merit/incentive systems, recruitment, examination, appointment, advancement, or organization, under the conditions of political neutrality and based upon principles of merit and competence, shall not be subjects of bargaining under this Agreement. All rights which ordinarily vest in and are exercised by public employers, except as such are specifically relinquished herein, are reserved to and remain vested in the Commission.

ARTICLE NINE: UNION RIGHTS

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

ARTICLE TEN: UNION REPRESENTATION

A. The Department shall recognize the steward duly authorized by the Union and shall investigate and process grievances related to matters covered by this Agreement. Only one (1) steward will be permitted, on duty, time to investigate and process each grievance. The Union shall provide the Department with a notice designating the Union officers and steward and keep such notice current by notifying the Chief of Police within ten (10) days of any change.

B. The Union President, or his/her designee, shall be permitted to formally process grievances during his/her regular duty shift, without loss of pay, however emergency situations as reasonably determined by the Chief of Police, may require that the scheduling of such activities be interrupted or rescheduled in deference to the job duties of the Union President or his/her designee.

C. The Department agrees when possible to authorize one (1) day off in any calendar year, without loss of time or pay for the steward to attend Union training programs. The Union shall notify the Department no less than fourteen (14) days in advance of such proposed training programs. The Chief of Police or his/her designee shall be the approving authority for such time off and may grant exception for notice.

D. The members of the Union's bargaining committee who are scheduled to work a tour of duty during negotiations shall be granted time off without loss of pay or benefits for all meetings between the City and the Union for the purpose of negotiating the terms of an Agreement.

E. Subject to thirty (30) days prior written notice to the Chief of Police and his/her approval; one (1) member of New England Police Benevolent Association, Local #23 as may be designated by the Union, may be granted leave without loss of pay to attend the monthly Board of Directors meeting of the Union, time to be computed as the estimated hours for meeting and reasonable travel time each way.

F. No more than two (2) employees elected to Union office may request, in writing time off to perform functions associated with their office or to attend conventions, conferences, seminars and Union meetings. All such requests are subject to the approval of the Chief of Police, except that a reasonable opportunity must be provided to these two (2) employees to meet with the employer or his representatives during working hours without loss of compensation or benefits to process grievances or negotiate a successor collective bargaining agreement.

ARTICLE ELEVEN: COMPENSATION

A. *1.* Employees will be eligible for a base wage merit increase of between zero percent (0.0%) and five percent (5.0%) effective the first full pay period including their anniversary date of hire or promotion date based upon the results of a performance evaluation process that shall include, but not be limited to, a written evaluation performed by the employee's supervisor. Employees who reach the top of his/her respective pay range shall be eligible for a lump-sum payment annually of up to two and one-half (2.5%) percent. The Chief of Police will consider the written evaluation, the personnel file, the recommendations of the command staff, and such other information the Chief may determine in his/her discretion is relevant before making a recommendation to the Police Commission of the base wage adjustment. The Police Commission may accept the Chief's recommendation. During the term of this agreement, the recommendation of the Chief and/or the decision of the Police Commission regarding base wage adjustments shall not be grievable. Merit pay increases will not be diminished because of financial considerations of the Department or the City.

2. The minimum and maximum pay ranges will adjust by the percentage change in the CPI index for Boston-Brockton-Nashua (from November to November fo the year preceding the effective date of the pay range adjustment) annually on July 1, during the term of this Agreement. Any future adjustment for a successor Agreement in these pay ranges shall be negotiated by the parties. Effective July 1, 2016, the top of the patrol salary range shall be increased to $65,000.

3. Effective July 1, 2016, the Commission will increase the four (4) employees with 6-8 years of service that are just above the new minimum wage with a one time salary increase of by two percent (2.0%) with the understanding that those employees are also eligible for merit increases on their anniversary date of hire.

4. Any employee eligible for a merit increase who receives a merit increase of less than one percent (1.0%) in 2016-2020 may request a re-evaluation anytime between 90 and 120 days after the anniversary date. If the Chief, after consulting with the supervisor, agrees that a re-evaluation may result in an adjustment of the merit pay decision based upon a significant improvement in performance, the supervisor shall evaluate the member's performance since the anniversary date and provide the results to the command staff. Based on the supervisor's re-evaluation, the recommendations of the command staff, and other information, the Chief will have sole discretion to make a final decision on whether an adjustment shall be made in the member's merit pay increase. Any such adjustment will be effective on the date of the Chief's decision and shall not be retroactive. The Chief's decision on the re-evaluation may be appealed to the Police Commission.

B. Deductions from paychecks will include the following where applicable: retirement, social security, withholding tax, medical insurance, savings bonds.

C. The Commission agrees to include, when requested by the employee, a deduction from the employee's paycheck for union dues so long as each employee requesting said deduction does so in writing, signing said request and indicating the amount to be deducted.

D. Deductions made in accordance with Section E of this Article shall be forwarded on a bi-weekly basis to the New England Police Benevolent Association.

E. It is agreed that employees shall be paid the straight time rates for up to forty-three (43) hours of work per week provided that the three (3) hours beyond the regular forty (40) hour work week at straight time rates shall be limited to and apply to only the fifteen (15) minute early reporting period [or one and one-quarter (1¼) hours per week]; and up to one and three-quarters (1 3/4) hours per week for training, immediately before or after shifts, not to be accumulated.

F Field Training Officers will receive a one dollar ($1.00) per hour stipend during the time actively assigned a trainee by the Patrol Division Commander.

G Effective July 1, 2016 and upon completion of twenty (20) continuance years of service with the Rochester Police Department, patrol officers and sergeants shall receive a one-time payment per year of seven hundred and fifty dollars ($750.00) payable in the first full pay period of December. This amount shall not be paid retroactively or be prorated. The employee must be employed by the City of Rochester at the time the payment is made to be eligible.

ARTICLE TWELVE: HOURS OF WORK - OVERTIME

A. The regular work week will be forty (40) hours. The work week shall commence at midnight Saturday and end at midnight the following Saturday. The work day will include a thirty (30) minute lunch break and two (2) fifteen (15) minute rest periods, provided every patrol employee shall be required to report for roll call fifteen (15) minutes prior to each scheduled tour of duty which shall not be considered for purposes of compensation or computing overtime.

B. All authorized duty in excess of the employee's regularly scheduled eight (8) hours of work per day or forty (40) hours per week shall be compensated for at the rate of time and one-half (½) the employee's regular hourly pay, subject to Article Eleven, Section E. Call-back pay. Any person who has left their place of employment and is recalled to work prior to the next normal shift will be paid for a minimum of three (3) hours at the rate of time and one-half; provided, further, that an employee who is called back for overtime or emergency work and who completes the required task and returns to his/her residence within the three (3) hours minimum guarantee may be called back for additional emergency or overtime without an additional three (3) hours minimum work guarantee. It is the purpose and intent of this section to assure an employee of at least three (3) hours of pay at overtime rates for the inconvenience of being called back to work between normal shifts, but not to be separately

paid for several call-backs within the three (3) hour minimum guarantee period. Call-back pay does not start until the officer arrives at the station or other duty location.

a) Any employee who is called in two hours or less prior to the start of his/her normal shift shall receive such time at the overtime rate, but is excluded from the three (3) hour minimum guarantee.

C. Overtime shall not include swapped tours of duty between individual employees, nor shall it include private duty police services described in Article Twenty-Two.

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

1. The employer shall give as much notice as practicable when overtime will be worked.

2. Overtime shall be available equally to employees.

3. To the extent practical, all overtime assignments shall be on a voluntary basis.

4. To the extent possible, overtime shall be distributed equally among qualified employees customarily performing the kind of work required, but preference shall be given to those employees currently assigned to the work section in which the overtime is to be worked.

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

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

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

1. Continuity in operations.
2. Consistent supervision.
3. Patterns of abuse.
4. Officer and public safety.

G. Officers required by the Department to attend either criminal or civil hearings or depositions or any administrative hearings at the Department of Motor Vehicles will received pay at a rate of one and one-half (1½) times their base pay for a minimum of three (3) hours. Any witness fees paid to the employee by a Court of Law or other agency will be turned over to the City of Rochester.

H. No employee shall be required to work more than sixteen (16) consecutive hours, exclusive of court duty, within a twenty-four hour (24) period without having eight (8) consecutive hours off.

I. Compensatory time is permitted in lieu of overtime compensation if a request for such by the employee is approved by the Chief or Police or designee in advance of the overtime work. Compensatory time shall be granted at the rate of one and one-half (1.5) hours for each hour of overtime worked. Maximum accrual of compensatory time shall be 160 hours for employees hired prior to July 1, 2014. New employees hired as of July 1, 2014 shall have a maximum accrual of compensatory time of 40 hours. If not taken, the Department may elect to pay off accumulated compensatory time at the end of the fiscal year. An employee may not request compensatory time in lieu of overtime when the maximum has been reached.

J. A Canine Officer may be appointed by, and will serve at the discretion of, the Chief of Police, who may recommend termination the Canine Program at any time. The Chief of Police will follow Article 20.D. of the collective bargaining agreement in selecting the Canine Officer. The Rochester Police Commission may terminate the Canine Program at any time.

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

The Canine Officer shall not receive more than one (1) hour of compensation in any calendar day for caring for, training and feeding the animal. The Canine Officer shall be eligible for Call-back pay in accordance with the "Call-back pay" provisions of Article Twelve (including subparagraph a)). The Canine Officer will not be eligible for Call-back pay or any extra compensation for activities related to caring for, training or feeding the animal, included but not limited to veterinarian appointments, purchasing food and supplies,

self-initiated training, or wearing communications equipment. If the Canine Officer is assigned by the Department to training, the Canine Officer is entitled to overtime in accordance with the collective bargaining agreement.

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

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

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

ARTICLE THIRTEEN: HOLIDAYS

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

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

Members of the Police Department shall receive a day's pay for each of the above holidays, in addition to his/her regular weekly pay, payment to be made June 30th and the first full pay period in November.

B. 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.

C. Employees who work on the following paid holidays shall be paid at two times (2x) hourly rates for all hours worked:

Independence Day	Christmas Day
Thanksgiving	

ARTICLE FOURTEEN: SICK LEAVE AND WORK CONNECTED INJURIES

A. It is hereby acknowledged by the Parties to this Agreement that employees of the Police Department are involved in hazardous employment that often places them in circumstances endangering their well being. Considerations of the employer for sick leave benefits on

behalf of police employees are therefore different than the considerations relating to any other City Department.

B. Sick leave shall be granted at the rate of one (1) day per month, to be credited on the last day of the month of employment, the unused portion accumulating up to a maximum of 110 days during the term of this Agreement for any bargaining unit members hired prior to the signing date of this Agreement. As of the effective date of this Agreement any newly hired employee may accumulate up to a maximum of fifty (50) sick leave days.

C. The Parties to this Agreement hereby agree that an employee out of work due to a job connected injury or illness shall receive Workers' Compensation. The difference between the amount paid to the employee through Workers' Compensation and his/her net regular wage shall be paid to the employee by the employer for a period of the first ninety (90) calendar days of said job connected injury; said amount shall not be charged against the employee's accumulated sick leave or vacation time. The actual payment of wages under this section shall be a combination of the Workers' Compensation benefit as determined by the Department of Labor and a supplemental payment by the City of Rochester which will be the difference between the Workers' Compensation payment and the employee's net regular compensation, to be paid on a bi-weekly basis.

At the end of the first ninety (90) day calendar period of said job connected injury, the employee shall continue to receive both the Workers' Compensation benefit and the difference between that benefit and the employee's regular net compensation, except that the differential between the Workers' Compensation benefit and the employee's regular net compensation, shall be charged against the employee's accrued sick leave, if any, and thereafter, against vacation leave. The employee may elect to receive only the Workers' Compensation benefit and decline to receive the differential between the Workers' Compensation benefit and the regular weekly compensation, so as to avoid the charge against sick leave or vacation leave. The Police Chief may extend the first ninety (90) day calendar period without the difference between the Workers' Compensation and the employee's regular net compensation shall not be charged against the employee's accrued sick leave or vacation time. During this extended period, no accrual of benefits shall be earned.

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

shall not be obligated to pay the difference between Workers' Compensation and the employee's regular net wage for the time periods of injury as outlined above.

The employee shall turn Workers' Compensation checks into the City in exchange for their regular City checks during their entire absence. The City agrees to continue paying the employee's retirement payments while the employee is unable to work due to the injury or illness.

D. At the discretion of the Chief of Police, a doctor's certificate may be required for absence due to illness in excess of two (2) days. If the Chief of Police has reasonable basis to believe or suspect an employee has abused sick leave privileges, he/she may require a doctor's certificate for an illness of two (2) days or less with the Chief of Police selecting the doctor and the City paying for the cost of the visit to the doctor.

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

F. Each employee shall be entitled to two (2) personal days per contract year (pro-rated to the nearest full day for a partial year of service). Personal days shall be taken only in full one-day increments. Personal days not used will be lost at the end of the contract year and no compensation will be paid for unused personal days. The scheduling of personal days off shall be done in accordance with Article 15. C. of this Agreement.

G. Upon retirement from the New Hampshire Retirement System or twenty (20) years of continuous service with the City of Rochester, an employee shall be paid for fifty (50%) percent of accrued sick leave at his/her regular rate of pay and upon death while employed by the Rochester Police Department, the employee's heirs shall be paid one hundred (100%) percent of accrued sick leave at his/her regular rate of pay.

H. Up to three (3) additional days each year with pay [with no accumulation from year to year] may be taken by an employee when the ill health of a member of the employee's immediate family requires the employee's care. For purposes of this section, an employee's immediate family shall be deemed to be the spouse, domestic partner, child, stepchild, mother, father or other dependents, as determined by the Internal Revenue Service's five point test; (Package 1040-1 Pub 12115Q, 1995). An exception may be made by the Chief of Police where extenuating circumstances exist.

ARTICLE FIFTEEN: VACATIONS

A. Definitions:

1. "Vacation Week" means forty (40) work hours as they occur in a normal calendar week of employment with the Rochester Police Department.

2. "Vacation Day" means eight (8) work hours as they occur in a normal calendar day of employment with the Rochester Police Department.

3. "Seniority" means the number of years of continuous service with the Rochester Police Department.

B. Full time police officers of the Rochester Police Department are eligible for the following schedule of vacation weeks:

After commencement of the first year of continuous full-time employment, each employee shall accrue paid vacation time at the rate of 6.66 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 11.33 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 13.33 hours for each month of full-time employment during each month of full-time employment during each month of full-time employment during each calendar year thereafter.

Illustrative Table

0 - 5 yrs.	6.66 hours/mo.	2 wks./yr.
6 - 10 yrs.	11.33 hours/mo.	3 wks. & 2 days/yr.
11 - 20 yrs.	13.33 hours/mo.	4 wks./yr.

C. Vacations shall be arranged by seniority. The employee shall give the Chief of Police at least thirty (30) days advance notice of his/her desire to utilize a specific week or day(s) for his/her vacation which is subject to approval of the Chief of Police. Officers shall be entitled schedule vacation periods adjacent to regular days off. Vacation time accrued in a year (based on anniversary date) shall be taken within the following employment year, except when, upon application by the employee, the Police Chief or his/her designee shall have granted an exception to this section.

D. At the termination of his/her employment for any reason, the employee or his/her heir shall be compensated for all vacation time he/she has accrued, with such pay prorated for the number of days due in that year calculated from the employee's employment anniversary date to the day he/she leaves employment and receives that portion of the vacation pay he/she would be entitled to for that year. Upon severance of employment, the maximum accumulation shall be one and one-half (1.5) times the annual accumulation amount.

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

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

G. Employees shall be paid for all unused vacation leave upon separation from service.

H. For the purposes of granting vacation time or compensatory time off for Thanksgiving Day, Christmas Day and New Year's Day, the Department will forgo the "ordered overtime" list utilized as part of SOP 17.

For Thanksgiving Day, Christmas Day and New Year's Day, requests for time off, for these specific days, must be submitted not more than thirty or less than twenty-one days prior to the holiday in question, no exceptions. Requests for vacation time or compensatory time off will be considered based on seniority among patrol officers, regardless of job assignment, i.e., Investigations Bureau, Training Bureau or other special assignments.

After all requests have been received, as determined by deadlines detailed in paragraph above, minimum staffing for these days shall be determined by the Chief or his designee. Requests will be granted to the extent possible within minimum staffing levels.

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

A parallel procedure shall apply for Sergeants.

ARTICLE SIXTEEN: MEDICAL INSURANCE

A. *1.* The City's contribution to medical insurance premiums will be limited to the following:

PLAN A – ABSOS20/40/1KDED – RX10/20/45
PLAN B – AB20IPDED – RX10/20/45
PLAN C - LUMENOS

07/01/16 – 95% of total premium of Plan A for A or C; or 80% of Plan B
07/01/17 – 90% of total premium of Plan A for Plan A, B or C
07/01/18 - 85% of total premium of Plan A for Plan A or C (Plan B eliminated)
07/01/19 – 80% of total premium of Plan A for Plan A or C

2. The City will offer to full-time employees the opportunity to setup a pre-tax flexible spending account (FSA) and/or dependent care account (DCA) as allowed under IRS Section 125. Maximum annual contribution for FSA to be determined on May 1st of each year. Details to enroll will be available during the open enrollment period.

3. During the term of the Agreement the Union agrees to participate in the City's "Insurance Cost Containment Committee" for the purpose of reviewing and providing recommendations regarding insurance options for the successor negotiations.

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

C. Commencing on July 1, 2007 all eligible bargaining unit employees who choose not to participate in the health insurance benefits afforded under this Agreement shall receive an additional payment in the amount of one thousand dollars ($1000.00) for the single plan, sixteen hundred dollars ($1,600.00) for the two person plan or twenty-four hundred dollars ($2,400.00) for the family plan. The employee shall be required to submit proof that he/she is otherwise covered under another compressive health insurance plan in order to exercise this option. Payment shall be made to the employee during the first pay period in December of each year. This payment shall not add to the base pay or the grade pay range of any Officer for the purposes of calculating any pay related benefits. Any such payment is taxable income.

ARTICLE SEVENTEEN: DENTAL INSURANCE

The City will provide to employees the opportunity to select New Hampshire Municipal Association Trust Dental Insurance coverage from any of the three (3) options offered by the City. (Option I, Option III, or Option V). The City will contribute up to two hundred and fifty dollars ($250.00) yearly to cover the premium costs of this benefit. The employee will pay the remainder of the premium, if any, by payroll deduction.

ARTICLE EIGHTEEN: OTHER LEAVE

A. Bereavement leave shall be granted as follows:

For the purpose of this article the term "bereavement leave" means "a leave of absence granted to an employee upon a death occurring in the employee's family."

1. Bereavement leave of five (5) consecutive days work and non-working days from the date of death without any loss of pay in the event of death of a spouse, child, father, mother, sister, or brother.

2. 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-in-law, Mother-in-law or relative domiciled in the employee household.

3. 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:

Grandmother	Sister/Brother in Law
Grandfather	Grandchild
Aunt	Son/Daughter in Law
Uncle	

4. Under extenuating circumstances, two (2) additional days with pay may be granted under sections 1, 2, and 3. above with the written approval of the Chief of Police or his/her designee.

B. <u>Military Leave</u>

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

C. <u>Family Leave</u>

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

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

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

ARTICLE NINETEEN: SENIORITY, PROMOTION, LAYOFF

A. Seniority shall mean length of continuous actual service within the Police Department as a regular police officer computed by time spent on the payroll plus approved absences including educational, military and sick leave. Service with other departments and credit for such should not be considered as seniority.

B. A police officer shall not acquire seniority during his/her probationary period [12 months] but thereafter his/her seniority shall date from the date of his/her appointment as a regular police officer. In the event that more than one (1) employee is appointed on the same date, then seniority shall be determined according to the grade received on the entrance examinations [oral and written combined].

C. The Department shall post a seniority list in a conspicuous place and keep the list current on a semi-annual basis -- January 1st and July 1st of each year.

D. In matters affecting promotion, demotion and transfer of employees within the Department, fitness and ability shall govern with seniority the determining factor among those of equal qualification. The determination of an employee's fitness and ability and all tests or other methods to determine such qualification shall be the sole right and responsibility of the Department, as measured against the following considerations:

1. Has the physical qualification to do the work;

2. Has the experience related to do the job;

3. Performs the work in the manner required by the Department;

4. Cooperates with supervisors and observes rules and regulations;

5. Protects the property and interests of the Department;

6. Reports for work promptly and regularly;

7. Maintains harmonious relations with co-workers;

8. Has a positive attitude towards advancement and the assumption of additional responsibility; and,

9. Demonstrates knowledge and skills required for position.

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

E. In the event of a layoff, the Department shall lay off according to seniority beginning with the employee with the least seniority in each job classification to be affected.

F. After a layoff, the Department agrees to recall, in writing, all available laid-off employees first according to classification and seniority.

G. Any employee who is to be laid off and who has more seniority than an employee in another job classification may replace that employee, provided he/she meets the minimum occupational qualifications.

H. Any officer who terminates employment and is rehired within a ninety (90) day period shall retain his/her seniority. After ninety (90) days have elapsed, a rehired employee shall not have seniority rights restored and shall start as if a new employee.

ARTICLE TWENTY: CLOTHING ALLOWANCE AND MAINTENANCE

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

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

1. <u>Detectives</u>

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

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

B. The Commission will replace or repair at no cost to the employee any article of clothing or equipment, as listed in Section A of this article. The replacement of prescription eyeglasses (including frames) or prescription contact lenses, torn or otherwise damaged during duty hours resulting from any reasonable and lawful enforcement action or police activity will be reimbursed up to three hundred dollars ($300). Replacement or repair to be acted upon after a written report by the employee is delivered to the Chief of Police or his/her designee. This report is to be furnished within two (2) days after damage to clothing has occurred and the reasons damage occurred. Restitution order by the Court is to be paid to the City of Rochester and restitution shall be requested of the Court by the Department prosecutor.

C. All items covered by the above allowances shall be returned to the Department upon termination of employment.

D. The Department will provide, at no cost to the employee, each officer with the current New Hampshire Motor Vehicle Codes and New Hampshire Criminal Codes. The Department will keep these publications current, either through replacement or State of New Hampshire supplements.

E. The City will provide to all employees one set of black fatigues (shirt and pants) to be worn for the purposes of in-house training.

ARTICLE TWENTY-ONE: EDUCATIONAL INCENTIVE

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

Associate's Degree -- $1,000 annually added to base wage

Bachelor's Degree -- $1,500 annually added to base wage

Master's Degree -- $2,000 annually added to base wage

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

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

ARTICLE TWENTY-TWO: OUTSIDE DETAILS, PRIVATE DUTY ASSIGNMENTS

A. For private duty work assignments through the Police Department for full-time police officers through the rank of Sergeant, the following rate of pay shall apply for all work performed on behalf of either profit or non-profit individuals or entities:

Thirty-eight dollars ($38.00) per hour, to be adjusted July 1 of each year by the percentage change in the CPI for Boston-Brockton-Nashua for the previous calendar year.
Sergeants will receive one and one-half of base of highest paid Sergeant when assigned as a supervisor of other officers on private detail assignments.

Payment for private duty services shall be paid by the Department to the employee in the next regular pay period following the private duty work.

B. All private details will be appointed on a daily basis in order that every member of the unit will be considered for details in a fair manner, although for efficiency and planning purposes and for personal planning purposes by police officers, known upcoming details shall be planned at least one (1) week in advance.

C. All private details shall be on a voluntary basis. If no officer volunteers, the Chief, or his/her designee, shall select a police officer from the list maintained by the Department. If an employee volunteers and is unavailable, he/she shall find a replacement acceptable to the Chief and notify the Chief forty-eight (48) hours prior to detail.

D. Whenever a private duty assignment is posted with less than forty-eight (48) hours between the time of posting and time of assignment, the first person to sign up shall have the right to take the private duty assignment without being bumped.

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

E. If a private detail is cancelled pursuant the Department's policy, the appointed officer(s) shall be paid a four (4) minimum at the private duty's hourly rate pursuant to the Department's "Outside Detail Requisition Request" form.

ARTICLE TWENTY-THREE: PROFESSIONAL LIABILITY FALSE ARREST INSURANCE

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

ARTICLE TWENTY-FOUR: TRAINING

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

ARTICLE TWENTY-FIVE: MISCELLANEOUS

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

B. All new employees shall serve a probationary period of one (1) year. During this time, he/she will have no seniority rights. However, upon completion of his/her probationary status, the one (1) year served shall count as a portion of his/her seniority, and this shall apply to any employee hired prior to this Agreement.

C. The Department shall furnish the Police Department with such equipment as it can afford and as is necessary to perform with a reasonable amount of safety and efficiency.

D. All cost items, direct or indirect, become effective and payable on the specifically stated date. All direct and indirect financial benefits under this contract shall be solely for the benefit of employees covered by this Agreement and in the employment of the City of Rochester and Rochester Police Department as of the date of acceptance of this contract by the Police Commission and approval for funding by the Rochester City Council. Article Twenty one benefits are not retroactive.

ARTICLE TWENTY-SIX: EMERGENCY LEAVE

With prior approval, and at the discretion of the Chief, or his designee, Emergency Leave may be granted to employees in situations not otherwise provided for in Article. Absences shall be charged against the employee's accumulated vacation time, personal time, and sick leave. The choice of the sequence of benefits utilized to cover the leaves will be at the discretion of the employee.

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

ARTICLE TWENTY-SEVEN: DURATION AND RENEWAL

The provisions of this Agreement will be effective as of City Council approval, supplementing and superseding the prior wages, hours and other economic benefits, except as otherwise herein provided, and will continue and remain in full force and effect until June 30, 2016, and thereafter will automatically renew itself for successive terms of one (1) year each, unless either the Commission or the Union gives written notice to the other pursuant to State law that it desires to renegotiate specified sections of this Agreement. Any sections of this Agreement which require the expenditure of public funds for its implementation shall not be binding unless and until the necessary appropriations have been made by the City Council. No cost item in this agreement shall be retroactive unless specifically approved as a retroactive cost item by the City Council.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed by their respective Negotiating Committee this 12th day of July 2016.

NEW ENGLAND POLICE
BENEVOLENT ASSOCIATION,
LOCAL #23

By: _____

By: _____

By: _____

Chief Negotiator — Date 2.7.16

ROCHESTER POLICE COMMISSION

By: _____

By: _____

By: _____

Chief Negotiator — Date 7/12/16

APPENDIX: SALARY: MERIT PAY RANGE
Rochester Police Department

Appendix Merit Pay Range				
			7/1/2016	7/1/2016
			Min	**Max**
Pat	Patrol		$45,640	*$65,000
Sgt	Sergeant		$61,821	$73,973

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*Effective July 1, 2016, the top of the patrol salary range shall be increased to $65,000.