AGREEMENT BETWEEN

THE CITY OF ROCHESTER

AND

ROCHESTER COMMUNICATIONS, NEPBA LOCAL 123

Expiration Date: June 30, 2020

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ARTICLE ONE: PURPOSE

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

ARTICLE TWO: RECOGNITION

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

   All Communications Specialist/Dispatchers
   Lead Communications Specialist/Dispatchers

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 or to refrain from Union activities.

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

D. Reference to the "Union" as exclusive representative or the unit employees means the Rochester Communications Union, NEPBA, Local 123 and the Union's representatives unless such Union or persons are authorized to represent the Union either by specific designation or by the terms of this Agreement.

ARTICLE THREE: NEGOTIATION PROCEDURES

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

ARTICLE FOUR: DISPUTE PROCEDURE

A. Definitions

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

B. Intent

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

C. Initiation and Processing

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

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

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

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

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 City Manager 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. The parties through the arbitrator shall accomplish scheduling of arbitration hearing.
4. The arbitrator shall limit himself/herself to the issues submitted to him/her and shall consider nothing else. He/she may add nothing to nor subtract anything from the Agreement between the Parties. The findings and decision of the arbitrator shall be final and binding on the Union, the Aggrieved and the City. However, any party may appeal the arbitrators' decision to the Superior Court in accordance with the provisions of RSA 542.
5. The two (2) parties will share the fees and expenses of the arbitrator equally.

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 FIVE: DISCIPLINARY PROCEDURES

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

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 reprimand, suspension, demotion, or any other disciplinary action, the employee may in writing ask for the removal of the disciplinary action pursuant to RSA 275:56.

D. All new employees shall serve a probationary period of twelve (12) months and shall not be covered by this collective bargaining agreement. They shall have no seniority rights during this period and if disciplined or terminated, the decision of the City Manager or Designee is final and not subject to grievance. The probationary period shall be considered part of their seniority time.

ARTICLE SIX: CONTINUITY OF OPERATIONS

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

ARTICLE SEVEN: MANAGEMENT RIGHTS

The Union recognizes the following responsibilities, rights, authority, and duties of the City, except as they are modified by provision of this Agreement. The City hereby retains and reserves unto itself, without limitations, all power, right, authority, duties, and responsibilities conferred upon and vested in it by the Charter of the City of Rochester and the Law and Constitution of the State of New Hampshire, including but not limited to the following:

1. To exclusive management and administrative control of the City's Dispatch Center and its properties and facilities.
2. To hire, determine the length and all conditions of probationary status, schedule work hours and days, promote, transfer, assign and retain employees in positions with the Dispatch Center and to warn, reprimand, suspend, demote, discharge with just cause, or take other disciplinary actions against employees, and to relieve employees from duty because of lack of work or funds
3. To determine the basic means and methods of operation and the duties, responsibilities, and assignments of employees with respect thereto, and with respect to administrative and law enforcement activities, and the terms and conditions of employment.

To issue and modify any and all rules of employment, including but not limited to regulations, general orders, standard operating procedures and the like governing the terms and conditions of employment of members of the bargaining unit.

ARTICLE EIGHT: 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 NINE: UNION BUSINESS LEAVE

A. The officers and representatives of Union are as follows: President, Vice President, Secretary/Treasurer, and Stewards. The President of the Union shall keep the City informed of any changes in the roster of officers and representatives.

B. An on-duty officer or representative of the Union shall be allowed time off for negotiations or conferences with City Officials and the Chief of Police and for hearings at the Public Employee Labor Relations Board, without loss of pay or benefits, provided that public safety shall always take priority over other business. Off-duty personnel will not be compensated for such negotiations, conferences or hearings.

C. Officers and representatives and/or Elected Delegates shall be granted time off, without loss of pay, to attend the Convention of the New England PBA, Inc., IUPA Local 900, AFL-CIO. One of the above will be granted the time off, with the second at the discretion of the Chief of Police.

D. Officers and/or representatives of the Union shall be granted three (3) days of leave per year to attend training classes without loss of pay or benefits to further management-employee relations. Only one officer at a time will be granted this time off, with a second at the discretion of the Supervisor

E. The number of days off with pay and benefits under paragraphs 3 and 4 shall not exceed an aggregate of 4 days for the entire bargaining unit per calendar year.

F. Any Officer or Steward of the Union shall be allowed to investigate any situation/issue brought to his/her attention by either union members or management. If the nature of the issue is such that expedited handling will result in prompt disposition thereof without interference to department operations then management shall allow the Officer/Steward to investigate the matter while on duty, provided that public safety will always take priority over other business. It is further understood that time spent by Officers/Stewards on Union related matters while off duty is non-compensable. Time spent by Officers/Stewards processing matter through the grievance procedure, attending disciplinary sessions with supervisors, and attending disciplinary and/or administrative hearings before appropriate authorities shall only be paid for their regularly scheduled workweek.

ARTICLE TEN: COMPENSATION AND WAGES

Pay increases will be granted as follows:

A. Effective July 1, 2016 the compensation of each member of the bargaining unit shall be reviewed during the year by the Police Chief /designee to determine if an increase in pay is to be made in accordance with the Merit Pay Plan which is incorporated by reference herein. Any merit salary plan adjustment shall be made from 0% to 4% and given in conjunction with the employee's annual performance evaluation and will be effective on July 1. Any merit salary increase so awarded shall be based on a rating of employees by their supervisor using a systematic and formal evaluation process.

B. The City Manager may, with a recommendation from the Chief/designee, award up to a 2.0% annual bonus for extraordinary service to the City of Rochester or its taxpayers by a bargaining unit employee. This bonus shall be in addition to any merit pay and shall be paid in the first pay period in December. This bonus shall not be added to the employee's base wages. The grant or failure to grant this extraordinary annual bonus by the City Manger shall not be subject to the grievance process.

C. The minimum and maximum pay range will adjust by the percentage change in the CPI index for Boston-Brockton-Nashua (from November to November of 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 collective bargaining agreement in these pay ranges shall be negotiated by the parties.

D. If a shift leader voluntarily or is required to return to the position of dispatcher, the employee's hourly rate shall be determined based on his/her hourly rate prior to becoming a shift leader plus a 3% increase for each year as a shift leader, prorated for any portion of a partial year of service. Lead Dispatcher shall receive $.50 per hour increase on July 1, 2016 and July 1, 2017, in addition to merit pay.

ARTICLE ELEVEN: HOURS OF WORK – OVERTIME – COMPENSATORY TIME

A. The work week will be forty (40) hours. The work week shall commence at midnight Saturday and end at midnight the following Saturday. The work day will include a thirty (30) minute break after every 5 hours of work.

B. The schedule shall be made with all members having a minimum of two (2) consecutive days off per 40 hour work week.

C. All authorized duty in excess of the employee's forty (40) hours per week shall be compensated for at the rate of time and one-half (1 ½) the employee's regular hourly pay, subject to callback pay. Any person who has left their place of employment and is recalled to work prior to the next normal shift will be paid for a minimum of three (3) hours at the rate of time and one-half; provided, further, that an employee who is called back for overtime or emergency work and who completes the required tasks and returns to his/her residence within the three (3) hours minimum guarantee may be called back for additional emergency or overtime with an additional three (3) hours minimum work guarantee. It is the purpose and intent of this section to assure an employee of a least three (3) hours of pay at overtime rates for the inconvenience of being called back to work between normal shifts, but not to be separately paid for several call-backs within the three (3) hour minimum guarantee period. Callback pay does not start until the Communications Specialist arrives at the station or other duty location.

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

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

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

G. Overtime shall be available equally to employees. Employees that turn down the overtime will lose any right to dispute the equitableness of the overtime distribution.

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

I. Specialist required by the Department to attend either criminal or civil hearings or depositions or any administrative hearings at the Rochester district Court or the Strafford Superior Court or any other court will receive pay at a rate of one and one-half (1 ½) times their base pay for a minimum of two (2) hours. Any witness fees paid to the employee by a Court of law or other agency will be turned over to the City of Rochester.

J. The City and the Union agree to form a committee comprised of three (3) union members and three (3) members of administration to study the current shift arrangement and rotations with the intent to modifying the current Memorandum of Agreement (MOA) relative thereto. The committee shall make a recommendation by majority vote which shall be the basis of the new MOA.

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

L. Compensatory time is permitted in lieu of overtime compensation if a request for such by the employee is approved by the Chief of Police or designee in advance of the overtime work. Compensatory time shall be granted at the rate of one and one-half (1 ½) hours for each hour of overtime worked in excess of any hours worked over forty (40) hours per week. Maximum accrual of compensatory time shall be forty (40) hours. If 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. If an employee uses earned compensatory time, the employee may replenish his/her account up to its maximum accrual.

M. Overtime will be achieved by the Specialist on duty to notify the Communication shift leader/designee and have the Communication shift leader/designee give the direction on which way to fill the overtime.

ARTICLE TWELVE: SHIFT ASSIGNMENTS

A. The selection process for shift assignment will be based on seniority. The shift selection will be submitted, no later than thirty (30) days before the start of the next shift selection. This shift selection will be for a period of three (3) months. The senior Dispatcher shall be notified that he/she has three (3) days to declare their shift choice. Once this selection has been made the next senior Dispatcher shall make the selection in the same manner and same time frame. This will continue until all Dispatchers have made their requests. An employee is limited to selecting the same shift rotation twice (consecutively). Employees may voluntarily agree to swap shift rotations following selection with the written approval of the Police Chief.

B. Management shall consider employee requests in making shift assignments.

C. Management reserves the right to adjust the member's shift to accommodate department needs. This will include, but not limited to, coverage of an extended absence relating to vacation, schooling, and termination of employment, injury, illness or pregnancy.

ARTICLE THIRTEEN: COPIES

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

ARTICLE FOURTEEN: HEALTH AND BENEFIT PLAN

A. The Flexible Benefits Program as offered by the City of Rochester will be provided to all full-time regular Communications employees. The City's contribution to medical insurance premiums will be limited to the following:

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

07/01/16 - 100% of total premium of Plan A or B or 80% of Plan C
07/01/17 - 93% of total premium of Plan A for either Plan A, B or C
07/01/18 – 87% of total premium of Plan A for either Plan A or B (Plan C eliminated)
07/01/19 – 80% of total premium of Plan A or B

B. In order to reduce health insurance costs for the benefit of all involved the City reserves the right to select and substitute a more cost effective alternate health insurance plan to replace the plan(s) identified above. Such alternate plan must provide employees with comprehensive core protection and services that are fundamentally equivalent to the protections and services enjoyed by employees under the plans previously provided by the City. The Union will also agree that the City may add any other plans as long as the plans are optional.

C. 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.

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

ARTICLE FIFTEEN: VACATION

A. The provisions of this section shall apply to full-time regular employees. Applications for vacation leave shall be approved by the Police Chief or designee. Vacations shall be arranged by seniority. Employees shall have two vacation bids: one for summer (May-Oct.) and one for winter (Nov. – April). No employee shall select more than two (2) weeks at one time until all employees have been given an opportunity to choose their preferred vacation time. Employees shall give the Chief of Police 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. Employees shall be entitled schedule vacation periods adjacent to regular days off. Time-off slips will be approved/denied within 48 hours if requested within the 30-day period. Vacation time will be accrued during the probationary period buy may not be taken until after successful completion of probation, except with approval of the employee's supervisor and the City Manager. Vacation time accrued in a year (based on anniversary date) shall be taken within the next following employment year, except when, upon application by an employee, the City Manager shall have granted an exception to this section.

B. **Employees hired prior to 7-1-2016:** After commencement of the first year of continuous full-time employment, each employee shall accrue paid vacation time at the rate of ten-twelfths (10/12) of a day** 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 one and three-twelfths (1 3/12) days 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 one and eight-twelfths (1 8/12) days for each month of full-time employment during each employment year.
** For purposes of vacation accrual, each day is equal to eight (8) hours.

Illustrative Table:

0-5 years	10/12th day/month	(2 weeks/year)
6-10 years	1 3/12th day/month	(3 weeks/year)
11+ years	1 8/12 day/month	(4 weeks/year)

Employees hired after 6-30-2016: Each eligible employee shall be granted non-cumulative vacation days (see Illustrative table below) each year granted on the employee's anniversary date. Vacation days are to be used within the year they are granted.

In the event the employee's legitimate job responsibilities or an approved leave of absence (such as FMLA or worker's comp) prevent vacation usage as outlined above, an exception shall be granted with an approved plan for vacation usage bringing the employee's accumulations within the specified limits.

Illustrative Table (hired after 6/30/16):

1-5 years	10 days/year
6-10 years	15 days/year
11+ years	20 days/year

C. Employees may opt to buy or sell vacation days in accordance with the Flexible Benefit Plan.

D. Upon severance of employment, the maximum accumulation paid shall be one and one-half (1.5) times the annual accumulation amount. No vacation time may be used during an employee's severance notice period.

ARTICLE SIXTEEN: SICK LEAVE AND WORK CONNECTED INJURIES

A. 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 20 days during the term of this Agreement.

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

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

   Provided further, that after the expiration of the ninety (90) day period, the Chief of Police shall at once order a complete physical and/or mental examination of said employee by two (2) registered physicians. If the report of their examination establishes the injury as one that permanently incapacitates said employee, application shall be made for retirement under the provision of the New Hampshire Retirement Law. The commencement of payment under the New Hampshire Retirement Law shall end the employer's obligation of payment on annual and/or accumulated sick leave and/or worker's compensation payments. Further, if it is determined by two register physicians selected by the Department head immediately after the employee is injured that said employee will not be able to return to his/her regular duties at any time in the future, the employer shall not be obligated to pay the difference between worker's compensation and the employee's regular salary for the time period of injury as outlined above.

C. At the discretion of the Chief of Police, a doctor's certificate may be required for absence due to illness in excess of three (3) days. If the Chief of Police has reasonable basis to believe or suspect an employee has abused sick leave privileges, he/she may require a doctor's certificate for an illness of three (3) days or less with the Chief of Police selecting the doctor and the City paying for the cost of the visit to the doctor.

D. Each employee who does not use any sick leave in a six (6) month period shall be entitled to one (1) day paid leave to be used within the following six (6) month period.

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

F. Upon retirement through the New Hampshire Retirement System, an employee shall be paid for seventy-five percent (75%) of accrued sick leave at his/her regular rate of pay. Upon death while employed by the City of Rochester, the employee's heir shall be paid one hundred percent (100%) of accrued sick leave at his/her regular rate of pay.

G. 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, child, stepchild, mother, father or other dependents, as determined by the Internal Revenue Services five point test; (Package 1040-1 Pub 12115Q, 1995). An exception may be made by the Chief of Police where extenuating circumstances exist.

ARTICLE SEVENTEEN: BEREAVEMENT

Bereavement leave shall be granted as follows:

A. Special leave of five (5) consecutive days to attend funeral, memorial and/or burial services, including working and non-working days, without any loss of wages in the event of the death of a spouse or child.

B. Special leave of three (3) consecutive days, including working and non-working days, in the event of death of employee's:

Father	Mother
Sister	Brother
Father-in-law	Mother-in-law
Grandchild	or person domiciled in employee's household.

C. Special leave of one (1) working day with pay shall be granted to attend funeral of employee's:

Grandmother	Sister-in-law
Grandfather	Brother-in-law
Aunt	Uncle

Upon written approval of Department Head, two (2) additional days with pay may be granted for the above when there are extenuating circumstances.

ARTICLE EIGHTEEN: FAMILY AND MEDICAL LEAVE

A. 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.

B. 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.

C. 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: LEAVE OF ABSENCE

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

ARTICLE TWENTY: HOLIDAYS

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

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

Members of the Communications Center shall receive a day's pay for each of the above holidays, in addition to his/her regular weekly pay, payment 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. Holiday pay will be equal to eight (8) hours per holiday.

D. Communication Specialists who work on the following paid holidays shall be paid at two (2) times their hourly rates for all hours worked:

Independence Day
Christmas Day
Thanksgiving Day

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

ARTICLE TWENTY-ONE: SENIORITY, PROMOTION AND LAYOFF

A. Seniority shall mean length of continuous actual service within the Department as a Specialist computed by time spent on the payroll plus approved absences including educational, military and sick leave.

B. A specialist shall not acquire seniority during his/her probationary period (12 months) but thereafter his/her seniority shall date from the date of his/her appointment as a regular Specialist

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

E. After a layoff, the Department agrees to recall, in writing, all available laid-off employees first according to classification and seniority without the loss of any seniority if called back within a two (2) year period.

F. Any employee who is to be laid off and who has more seniority than an employee within the bargaining unit may replace that employee provided he/she meets the occupational qualifications.

G. Any Specialist who terminate 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-TWO: RETIREMENT

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

ARTICLE TWENTY-THREE: EDUCATIONAL REIMBURSEMENT

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

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

ARTICLE TWENTY-FOUR: LONGEVITY

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

A. Employees hired on or before June 30, 2005 length of service is determined by original date of hire.

B. Employees hired after June 30, 2005 length of service is determined by initial date of full-time continuous employment.

Years of Service	Annual Payment
3 – 5	$200.
6 –10	$325.
11–15	$400.
16 – 20	$550.
21 or more	$600.

C. Payment shall be made annually on the employee's anniversary date. Upon termination of employment with the City, employees shall receive longevity pay pro-rated for the number of days of longevity in that year calculated from the employee's anniversary date to the day employee terminates.

ARTICLE TWENTY-FIVE: DRESS CODE

A. The City shall provide Communications employees with a uniform to be worn while on duty and to be chosen by the Police Chief with input from a union representative. The City shall provide each employee with three (3) polo shirts (short or long sleeve) and a fleece vest or fleece jacket. The shirts and vest shall have the city logo. The employee is responsible to provide three (3) pants (khaki colored), which are subject to the approval of the Police Chief.

B. 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.

ARTICLE TWENTY-SIX: SAVINGS CLAUSE

In any provision of this Agreement or any application of the Agreement to any group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or application will continue in full force and effect. Upon the request of either party, the parties will meet within fourteen (14) days for the purpose of renegotiating the provision or provisions affected.

ARTICLE TWENTY-SEVEN: DUES DEDUCTION

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

ARTICLE TWENTY-EIGHT: DURATION OF AGREEMENT

This Agreement shall be effective on the date of execution and expire on June 30, 2020, and will automatically renew itself for successive terms of one (1) year each, unless either the City or the Union give written notice to the other pursuant to State law that it desires to renegotiate specified

sections of this Agreement. Nothing in this agreement will be retroactive unless it is specifically described as such and the cost of such items is specifically approved by the City Council.

Signed this 13 day of July, 2016 at the City of Rochester, New Hampshire.

Rochester Communications, NEPBA Local 123

Chief Negotiator

Negotiating Team Member

CITY OF ROCHESTER

Chief Negotiator

City Manager

Adopted by majority vote of the Rochester City Council and Mayor.

City Clerk Deputy (Seal)

Appendix Merit Pay Range

			7/1/2016	7/1/2016
			Min	**Max**
	Dispatcher		$17.02	$23.03
	Lead Dispatcher		$19.02	$25.03