

AGREEMENT  
BETWEEN  
LIBRARY TRUSTEES, THE CITY OF ROCHESTER, NH  
AND  
INTERNATIONAL BROTHERHOOD OF TEAMSTERS  
LOCAL 633 OF NEW HAMPSHIRE

Expiration Date: June 30, 2014

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## CITY OF ROCHESTER

An Agreement made between the International Brotherhood of Teamsters, Local 633 of NH (hereinafter called the "Union"), the Library Trustees and the City of Rochester, New Hampshire (hereinafter called the "City").

### I. 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.

### II. RECOGNITION

A. For the purpose of collective negotiations under RSA 273-A, the City recognizes the International Brotherhood of Teamsters, Local 633, as the exclusive representative of the following personnel:

Librarian II, Librarian I, Library Assistant and Secretary  
PELRB Decision No. 2001-066, Certified July 16, 2001

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 City Library 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 International Brotherhood of Teamsters, Local 633, 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.

### III. NEGOTIATION PROCEDURES

International Brotherhood of Teamsters, Local 633, 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.

#### IV. AGREEMENT

A. Whenever proposals initiated by either Party with respect to salaries and economic benefits are adopted by the Parties, such proposals 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 City, the Union and their respective agents shall not 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 City, its agents nor any other supervisory personnel 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, provided, however, that every employee of the Department devote one hundred (100%) percent of his/her time to the Library matters while working unless previously approved in writing by the Library Director.

#### V. PROBATIONARY PERIOD

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 Library Director is final and not subject to grievance. The probationary period shall be considered part of their seniority time.

## VI. GRIEVANCE PROCEDURE

### A. Definitions:

1. Grievance shall be defined as a dispute or disagreement arising out of the application or interpretation of the express provisions of this Agreement.

### B. Intent:

1. It is the policy of the City and International Brotherhood of Teamsters, Local 633, to encourage all members of the Library to use informal means of problem resolution.

### C. Initiation and Processing:

1. Failure at any step of this procedure to communicate the decision on a dispute within the specified time limits 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

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

Step 1. The dispute shall be submitted to the Library Director in writing by the employee no later than ten (10) workdays after the incident.

Step 2. The Director shall reply, in writing, within seven (7) workdays.

Step 3. If the matter remains unresolved, the written grievance shall be submitted to the City Manager within five (5) workdays. The City Manager shall render his/her decision, in writing, within ten (10) workdays of the date the grievance was submitted to the City Manager or ten (10) days of the date the matter was heard if the City Manager in his/her sole discretion conducts a hearing.

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. Federal Mediation and Conciliation Service - The parties agree to utilize the services of the Federal Mediation and Conciliation Service (FMCS) prior to proceeding to Arbitration pursuant to Step 2. The grievance mediation shall be in accordance with FMCS rules, shall not be binding on either party and shall be without cost to either party.

2. The Union shall, within twenty (20) days after mediation ends, file for arbitration and request the New Hampshire Public Employee Labor Relations Board (PELRB) to submit a potential list of arbitrators. The City shall also have the right to present grievances in arbitration if the parties are unable to resolve same informally.

3. The list shall include a full resume, including personal and professional background and experience, arbitration experience, and per diem expenses.

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

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

6. The City Manager, 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.

7. 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 nor modify, nor ignore anything set forth from the Agreement between the Parties. The arbitrator's decision shall not go beyond what is necessary for the interpretation and application of the express provisions of this Agreement. The arbitrator shall not substitute the arbitrator's judgment for that of the parties in the exercise of rights granted or retained under this Agreement. In all cases the standard of proof applied by the arbitrator shall be the usual and customary preponderance of the evidence standard. The findings and decision of the arbitrator shall be binding on the Union, the Aggrieved, and the City provided that the Arbitrator has not exceeded his/her legal or contractual authority and has faithfully complied with the conditions set forth in Article VI.

8. The Union and the City agree that any differences between the Parties on matters arising under this Agreement shall be settled by the means herein provided.

9. The fees and expenses of the arbitrator will be shared by the Parties equally.

10. Any appeal pursuant to RSA 542 shall be filed within thirty (30) days of the date of the arbitrator's decision.

## VII. DISCIPLINARY PROCEEDINGS

A. The City retains the sole right and authority to discipline employees. This right and authority includes the absolute right to reprimand, either verbally or in writing, suspend, either with or without pay, demote, discharge, or other types of discipline as may be appropriate to the particular violation, act or omission. As a part of this sole right and authority management may make, amend and enforce its rules and regulations without consultation or consent of employees or the union, subject to all rules and regulations and amendments thereto being properly posted within the work areas for the department.

B. 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. No employee shall receive discipline for other than just cause.

C. 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.

D. 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, the personnel record of the employee will be cleared of any written evidence of such discipline after three (3) years from the date of suspension, provided there are no written reprimands, suspensions or other disciplinary actions during the three (3) year period. Notwithstanding the foregoing, maintenance of records pertaining to investigations and the disposition of harassment complaints shall be maintained in accordance with the City's Harassment policy.

## VIII. MANAGEMENT RIGHTS

The City shall retain the sole right and authority to operate and direct the affairs of the Library in all its various aspects. Among the rights retained, in addition to those enumerated in RSA 273-A: 1, IX, are the City's right to determine the Library'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 Library or by employees of the Library; to assign and transfer employees; to hire, promote, or demote employees and to suspend, discipline or discharge employees; to relieve employees due to lack of work or for other legitimate reasons; to make and enforce rules and regulations; to determine days of operation and employees' work schedules; and to change methods, equipment or facilities. Without limiting the preceding and solely as illustration, matters regarding the policies and practices of the City and Library Director 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 by the City of Rochester.

## IX. UNION RIGHTS

The Union shall be allowed to use the facilities of the library for meetings concerning matters covered by this Agreement when such facilities are available and such meetings would not include employees who are on-duty and not otherwise conflict with the business of the library. The Library Director shall be notified, within seven (7) days, whenever possible, for available space.

## X. UNION REPRESENTATION

A. The Library shall recognize one (1) steward and one (1) alternate 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, up to one (1) hour time to investigate and process each grievance. The Union shall provide the Library with a notice designating the steward and keep such notice current by notifying the Library Director within ten (10) days of any change.

B. Subject to the limitations in the preceding paragraph, the Steward 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 Director, may require that the scheduling of such activities be interrupted or rescheduled in reference to the job duties of the Union steward or his/her designee.

C. The Library 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 Director or his/her designee shall be the approving authority for such time off.

D. The members of the Union's bargaining committee who are scheduled to work 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.

#### XI. UNION CHECK-OFF

A. Upon written authorization from the employee, the City agrees to deduct from the pay of all employees covered by this Agreement, the dues, initiation fees and/or uniform assessments of the Local Union having jurisdiction over such employees and agrees to remit to said Local Union all such deductions on a bi-weekly basis. No unlawful deduction shall be made.

B. The City agrees to a D.R.I.V.E. check-off for employees. Upon written authorization by the employee, the City shall deduct certain amounts as specified by the employee on a bi-weekly basis and remit same on a bi-weekly basis to the Local Union's D.R.I.V.E. account. The name of such fund is Granite State Teamsters' DRIVE. Where laws require written authorization by the employee, same is to be furnished in the form required. No unlawful deductions shall be made.

C. The Union agrees to indemnify and hold the City harmless from any claim or liability, which might be incurred by the City in connection with complying with the provisions of this Section of the Agreement.

#### XII. SENIORITY

Seniority for employees governed by this Agreement shall be determined by the date of hire for the last period of regular employment with the City in the work covered by this Agreement at the Rochester City Library within the jurisdiction of the Union.

##### 1. SENIORITY PREFERENCE:

Employees, in order of their seniority, shall have preference:

- a) to work opportunity in the event of lay-off for lack of work;
- b) to recall to work after lay-off;
- c) in selection of vacations from the vacation schedule.

## 2. LAY-OFF:

a) In the event it shall become necessary because of lack of work to lay-off employees in herein aforesaid classes, temporary employees shall be laid off before regular employees and they shall be called back in the reverse order of that in which they were laid off.

b) In the event of layoff, the City shall lay off in inverse order of employment in the class and department involved. The Department head shall give written notice to the employees affected by a layoff two (2) weeks before the effective date of the action. If there is a recall within one (1) year for positions made vacant by a layoff, available laid-off employees shall be recalled according to classification and seniority. Seniority and accumulated leave (if not paid to the employee upon layoff) shall be restored to the level attained at the time of layoff if recalled within one (1) year.

c) In the event of a dispute involving seniority in lay-off, the matter will be discussed with the Union before action is taken. If agreement is not reached, the City will make the decision and the Union shall have their right to protest the decision through the Grievance Procedure.

d) It is agreed that the provisions in subparagraphs a-c above will remain in force until the effective date of a successor agreement.

## 3. BREAK IN SENIORITY:

a.) Seniority shall automatically terminate for the following reason:

1. If an employee is discharged;
2. If an employee voluntarily quits;
3. If an employee retires;
4. If an employee has been on lay-off for twelve (12) months;
5. If, after having been laid off, an employee does not return to work within five (5) working days of notice to do so by personal contact or telephone contact or certified mail sent to the employee's most recent address appearing on the City records (it shall be every employee's responsibility to provide the City with his/her current address at all times).

## 4. POSTING OF LISTS:

a.) Within thirty (30) days after the signing of this Agreement, a list of employees, arranged in the order of their seniority, shall be posted in a conspicuous place at their place of employment, and a copy furnished to the Union. Claims for corrections to such lists must be made to the City and the Union within ten (10) days after such posting, and after such time the lists will be regarded as corrected. Any dispute, if raised within the ten (10) day period concerning an employee's seniority, shall be referred to the Grievance Procedure as provided herein.

b.) The Union shall be entitled to a seniority list each six (6) months upon request. The City shall post a seniority list at least once every twelve (12) months.

c.) No employee shall be entitled to a job which he/she cannot or will not properly perform.

#### XIII. MILITARY CLAUSE:

Employees enlisting or entering the Military or Naval Service of the United States shall be granted all rights and privileges provided by the Uniformed Services Employment and Reemployment Act of 1994. Employees who are called to serve on military assignments, such as the National Guard or Naval Reserve, will be compensated by the City for not to exceed a two (2) week period of time annually for the difference between their weekly rate of pay and the amount received by them for services so performed.

#### XIV. LEAVE OF ABSENCE:

Leave without pay may be granted upon the recommendation of the Library Director 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 seniority rights as described in Article XII.

## XV. VACATION

A. The provisions of this section shall apply to regular full-time employees and, on a pro rata basis, to regular part-time employees. Application for vacation leave shall be approved by the Department head and shall be chosen based on seniority, except that 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. Vacation time accrued in a year (based on anniversary date) shall be taken within the next following employment year. Earned vacation time may be used after the completion of the first six (6) months of employment. Carryover of vacation time may occur upon application by the employee and exception granted by the Library Director and City Manger. Employees shall be paid for all unused vacation leave upon separation from employment for any cause.

An employee shall accrue paid vacation time at the rate of ten-twelfths (10/12) of a day for each month of employment during each employment year through and including the fifth (5<sup>th</sup>) employment year. After commencement of the sixth (6<sup>th</sup>) year of employment, an employee shall accrue vacation time at the rate of one and three/twelfths (1 3/12) days for each month of employment during each employment year through and including the tenth (10<sup>th</sup>) employment year. After commencement of the eleventh (11<sup>th</sup>) year of employment, and thereafter, an employee shall accrue paid vacation time at the rate of one and eight-twelfths (1 8/12) days for each month of employment. If an employee takes earned vacation during a time that included a legal holiday, the employee shall be paid holiday pay above and beyond the regular vacation compensation. Employees may opt to buy or sell vacation days in accordance with the flexible benefits plan.

### Illustrative Table:

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

B. Eligible employees hired on or before June 12, 2007 shall, after commencement of the fourth (4<sup>th</sup>) year of employment, accrue paid vacation time at the rate of one and one/twelfth (1 1/12) days for each month of employment during each employment year through and including the fifth (5<sup>th</sup>) employment year. After the fifth (5<sup>th</sup>) employment year such employee shall be covered by the vacation accrual schedule set forth in Section A. above.

## XVI. PERSONAL DAYS LEAVE

Each employee shall be entitled to two (2) non-cumulative Personal Days per year 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.

#### XVII. JURY DUTY

An employee called as a juror will be paid the difference between the fee received for such service and the amount of straight-time earnings lost by reason of such service. Satisfactory evidence of such service must be submitted to the employee's Department Head. Employees who are called to jury duty and are excused from jury duty for a day(s) shall report to their regular work assignment as soon as possible after being excused.

#### XVIII. BEREAVEMENT LEAVE

Bereavement Leave shall be granted as follows:

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

2.) Special leave of three (3) consecutive days, including working 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, Grandchild, or person 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	Grandfather
Sister-in Law	Brother-in Law
Aunt	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 Library Director or his/her designee.

#### XIX. FAMILY LEAVE

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

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

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

## XX. SICK LEAVE

The provisions of this section shall apply to full-time regular employees and, on a pro-rata basis, part-time regular employees. Sick leave shall be computed and accrued on a monthly basis, including the probationary period of an employee. Sick leave with pay shall be granted to all employees at the rate of one (1) day per calendar month worked, credited at the end of the month. Sick leave for full-time regular employees will be accumulated in accordance with the Flexible Benefit Plan. Sick leave for part-time regular employees will be accumulated up to one hundred and twenty (120) days.

Employees completing twelve (12) consecutive months of employment without taking sick leave will be granted one (1) non-accumulative personal day. Employees may, at their discretion and with Department head approval, sell their non-accumulative personal day during the annual open enrollment period. This provision relates only to the non-accumulative personal day awarded for non-use of sick leave for twelve (12) consecutive months. 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.

Up to three additional days each year (non-accumulative 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 living in the same household. An exception may be made by the Department head where extenuating circumstances exist.

Employees who terminate their employment through retirement shall be entitled to a lump sum payment for three-quarters of the number of accumulated days due at the rate of pay at the time of termination of service, not to exceed seventy-five percent (75%) of one hundred and twenty (120) days accumulated sick leave. For the purpose of this section, retirement shall be defined as having completed ten (10) consecutive years of service with the City of Rochester and being eligible to retire under the New Hampshire Retirement System or other retirement plan paid in part or in full by the City.

Employees who terminate their employment by voluntary resignation, and who have served at least ten (10) years with the City of Rochester, shall be entitled to a lump sum payment for one-half of the accumulated sick leave due them, at the employee's rate of pay at the time of termination, not to exceed fifty (50%) percent of one hundred and twenty (120) days accumulated sick leave. In the event of termination by reason of

death, said payment in the amount of 50% of accrued sick leave shall be made to his/her beneficiary.

Sick leave shall be considered a matter of grace and not a privilege and shall be allowed only in case of actual illness or to keep necessary medical appointments. Sick leave shall be used in minimum blocks of two (2) hours.

To receive compensation while absent on sick leave, the employee shall notify his/her Department head prior to the time set for beginning his/her daily duties or as may be specified by the Department Head. At the discretion of the Department head, a doctor's certificate may be required for an absence due to illness in excess of three (3) days. If the Department head has a 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 less than three (3) days. Proof of illness or disability may be required at any time by the City Manager, Department Head, or Division Head.

Unless otherwise instructed, an employee absent due to illness or injury for a period in excess of one (1) week, must report the status of his/her condition to the City no less than once per week until the employee returns to active employment. The employee shall give the City reasonable advance notice of his/her return to active employment.

Abuse of sick leave privilege may be cause for dismissal. Sick leave shall be recorded regularly in the personnel records and the personnel Officer shall review all sick leave records periodically and shall investigate cases, which indicate abuse of the privilege.

#### XXI. SICK LEAVE TRANSFER

The City Manager may grant a sick leave transfer to an employee if it is determined to be in the best interests of the City and if the following conditions are met:

1. The request must be in writing and for an extended illness of three or more week's duration.
2. The employee must first use all other available paid leave.
3. Employees recovering from workers' compensation injury or illness are not eligible.
4. Employees who wish to donate sick leave must still have 30 days left after the donation is made and may donate no more than 5 days in one year.
5. Donations are strictly voluntary and anonymous.
6. Donations of leave under this section do not affect eligibility for receipt of a personal day for not using sick leave in a twelve-month period.

## XXII. HOLIDAYS

City employees shall have the following paid holidays:

New Year's Day	Columbus Day
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

And such other days as may be designated from time to time by the City Manager. When a holiday falls on a Sunday, the following Monday shall be declared a holiday for City employees. When a holiday falls on a Saturday, the preceding Friday shall be declared a holiday. If at all possible the holidays will coincide with the Rochester School calendar, at the City Manger's discretion. The provisions of this section shall apply to full-time regular employees and, on a pro-rata basis, to part-time regular employees.

## XXIII. EDUCATIONAL REIMBURSEMENT

The following Educational Reimbursement Incentive Policy will apply to all library 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 by the Library Director
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 3 courses per fiscal year unless approved by the City Manager.
5. Reimbursement for only the tuition of the course will be based upon completion of and proof of a grade of B- (B-minus) or better..

## XXIV. CONFERENCES

The City will pay the expenses of Library employees attending professional conferences provided (a) the Library Director gives advance written approval; (b) the conference is related to the employee's job or part of a career development program; and (c) there is sufficient funding in the budget.

## XXV. HOURS OF WORK

A full-time regular employee shall mean an employee who works thirty-five (35) or more hours per week for six (6) or more consecutive calendar months in any job classification established by the City as a regular position.

A part-time regular employee shall mean an employee who works less than thirty-five (35) hours per week and who is retained to work six (6) or more consecutive calendar months in any job classification established by the City as a regular position.

Employees shall be compensated for all hours of work over forty (40) hours per week at the rate of one and one half (1 ½) times the employee's regular hourly rate of pay. When employees perform work, less than forty (40) hours per week, but time beyond their regular hours of work, they shall be compensated with their regular rate of pay, hour for hour. Alternatively, with the approval of the Director, employees may elect to be compensated with compensatory time at the rate of one and one-half (1 1/2) hours for each hour worked over forty (40) hours per week to be accumulated to a maximum of forty (40) hours.

If an employee is designated in writing by the Library Director to assume the full duties and responsibilities of a higher classification for a period of fourteen (14) calendar days or more, the employee shall be paid at the range minimum for the higher classification or a five percent (5%) premium, whichever is greater.

A definite reporting time shall be established by the Library for each employee. In the event of a substantial deviation in the commencement of a previously established start time, the City agrees to give the employee as much notice as is practical. Working time for all employees shall start when they are instructed to report to work.

## XXVI. HEALTH AND BENEFIT PLAN

The Flexible Benefits Program as offered by the City of Rochester will be provided to all full-time regular Library employees. Commencing as soon as practicable after City Council approval, the City will pay 80% of Anthem Matthew Thornton Plan (\$250/\$750 deductible) with \$20 office visits, \$150 ER visits and \$10/\$20/\$45 co-pays for 34-day retail or 90-day mail order prescriptions. The City will reimburse the employee-member up to \$250 of his/her deductible expenses as incurred for the first two years of the contract. Any agreement allowing certain employees to retain other insurance plans at 80% City subsidy will expire upon the effective date of the new insurance plan.

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.

#### XXVII. EMERGENCY CLOSINGS

In the event that the City Manager or Library Trustees determines that Library services will be curtailed and/or limited due to storms, power outages or other unforeseen circumstances, the affected employees so notified shall not be required to report to work, or employees who have reported for work shall be released without loss of pay. When an employee is unable to report to work due to weather conditions, and the City Manager or Library Trustees have not curtailed and/or limited Library services, the employees may draw from vacation time or other appropriate leave. Employees who are not scheduled to work shall not be compensated for the emergency closing hours. The provisions of this section shall apply to full and part-time employees.

#### XXVIII. COMPENSATION AND WAGES

The compensation of each member of the bargaining unit shall be reviewed during the year by his/her department head to determine if an increase in pay is to be made in accordance with the City's established Merit Pay Plan which is incorporated by reference herein. Subject to said Plan's funding by the City, additional compensation thereunder shall be available to members of the bargaining unit upon exactly the same terms and conditions as those extended to unorganized employees of the City. Any merit salary plan adjustment shall be made from 0% to 5% and given in conjunction with the employee's annual performance evaluation and will be effective at the beginning of the pay period immediately following the employee's anniversary date. Any merit salary increase so awarded shall be based on a rating of employees by their supervisor using a systematic and formal evaluation process. Performance found to be meritorious shall be certified by the supervisor and a pay adjustment made.

This article shall not be effective during the duration of this agreement. It is understood that no merit increases will be given during this contract term (Expiring June 30, 2014)

During this contract all employees will receive the following general increases so long as they have completed their probationary period and have received a "fully competent" evaluation.

Effective Date	COLA
City Council Approval – July 5, 2011	2.0%
July 1, 2012	2.0%
July 1, 2013	2.0%

The minimum and maximum of the wage ranges set forth in Attachment A – Wage/Salary Schedule will be increased as follows:

City Council Approval – July 5, 2011	2.0%
July 1, 2012	2.0%
July 1, 2013	2.0%

It is agreed that wage increases will be retroactive to the date of City Council approval and shall apply only to persons who are employed in the bargaining unit on the date the Agreement is approved by the City Council.

#### XXIX. WORKER’S COMPENSATION

An employee out of work due to a job connected injury or illness shall receive Worker’s Compensation. The difference between the amount paid to the employee through Worker’s Compensation and his/her regular wage shall be paid to the employee by the employer for a period of the first twenty (20) work 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 Worker’s 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 Worker’s Compensation payment and the employee’s regular compensation, to be paid on a bi-weekly basis.

At the end of the first twenty (20) work day period of said job connected injury, the employee shall continue to receive both the Worker’s Compensation benefit and the difference between that benefit and the employee’s regular compensation, except that the 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 and the regular weekly compensation, so as to avoid the charge against sick leave or vacation leave. It shall be the responsibility of the employee to file this election in a timely manner.

Provided further, that after expiration of the first twenty (20) work day period the Library Director may 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 determined immediately after an employee is injured, by two (2) registered physicians selected by the Library Director, that an employee will not be able to return to his/her regular duties at any time in the future, then employer shall not be obligated to pay the difference between the Worker's Compensation and the employee's regular wage for the time periods of injury as outlined above.

The City agrees to continue paying the employee's retirement payments on the City's supplemental payment while the employee is unable to work due to the injury or illness.

### XXX. LONGEVITY

Years of Service	Annual Payment
3-5 years	\$200
6-10 years	\$325
11-15 years	\$400
16-20 years	\$550
21 years of more	\$600

This schedule shall become effective July 1, 2011. Employees shall receive longevity pay 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. Eligible part-time employees will not be paid for longevity in the year ending June 30, 2012. Eligible part-time employees will be paid one-half of the appropriate tier on the longevity schedule in the year ending June 30, 2013. Eligible part-time employees will be paid the full amount of the appropriate tier on the longevity schedule in the year ending June 30, 2014.

### XXXI. ADHERENCE TO RULES, REGULATIONS, POLICIES AND PROVISIONS

It is understood that for the duration of this Agreement employees shall continue to serve under the direction of the Library Director and in accordance with City policies and administrative rules, regulations and the provisions of this Agreement.

### XXXII. BULLETIN BOARDS

The City shall provide a space in the Library for a Union bulletin board, which is readily accessible to all members. Only notices that are approved by the Union president shall be posted on said bulletin board.

ATTACHMENT A

CITY OF ROCHESTER

AND

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

LOCAL 633 OF NEW HAMPSHIRE

WAGE/SALARY SCHEDULE

	7/1/2009		7/1/2011		7/1/2012		7/1/2013	
	Min	Max	Min	Max	Min	Max	Min	Max
LIBRARIAN II	21.05	28.19	21.47	28.75	21.90	29.33	22.34	29.92
LIBRARIAN I	19.05	25.56	19.43	26.07	19.82	26.59	20.22	27.12
SECRETARY II	15.53	20.85	15.84	21.27	16.16	21.70	16.48	22.13
LIBRARY ASST	14.25	19.05	14.54	19.43	14.83	19.82	15.13	20.22

XXXIII. DURATION

This agreement shall be effective upon approval of the cost items by the Rochester City Council. This agreement shall expire on June 30, 2014. No cost item in this agreement will have retroactive effect unless it is specifically noted in the agreement and the retroactive cost of such provision is specifically approved by the City Council. Persons not employed in the bargaining unit on the date the City Council approves the cost items will not be eligible for any retroactive payments or benefits.

Signed this 26<sup>th</sup> day of September, 2011, at the City of Rochester, New Hampshire.

TEAMSTERS LOCAL 633 OF  
NEW HAMPSHIRE

Thomas D. Noon  
Chief Negotiator

CITY OF ROCHESTER  
ROCHESTER PUBLIC LIBRARY

Das. J. Flynn  
Chief Negotiator

David W. Laughton  
David W. Laughton, Secretary-Treas.

Dounda C. Howard  
Negotiating Team Member

D. W. Fitzpatrick  
City Manager

Patricia Clement

Maureen Groulx  
Negotiating Team Member

Paula J. Hubbard  
Chair, Library Trustees

Adopted by majority vote of the Rochester City Council and Mayor on July 5, 2011.

Sheryl L. Esenberg  
City Clerk

(Seal)