

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

Expiration Date: June 30, 2016



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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.

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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.

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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

1 the right to present grievances in arbitration if the parties are unable to resolve
2 same informally.

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

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

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

11 6. The City Manager, the Aggrieved and the Union shall receive
12 copies of the arbitrator's report, said report of findings and decisions to be
13 accomplished within thirty (30) calendar days of the completion of the arbitrator's
14 hearing.

15 7 The arbitrator shall limit himself/herself to the issues submitted to
16 him/her and shall consider nothing else. He/she may add nothing to nor subtract
17 nor modify, nor ignore anything set forth from the Agreement between the
18 Parties. The arbitrator's decision shall not go beyond what is necessary for the
19 interpretation and application of the express provisions of this Agreement. The
20 arbitrator shall not substitute the arbitrator's judgment for that of the parties in the
21 exercise of rights granted or retained under this Agreement. In all cases the
22 standard of proof applied by the arbitrator shall be the usual and customary
23 preponderance of the evidence standard. The findings and decision of the
24 arbitrator shall be binding on the Union, the Aggrieved, and the City provided that
25 the Arbitrator has not exceeded his/her legal or contractual authority and has
26 faithfully complied with the conditions set forth in Article VI.

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

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

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

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35 **VII. DISCIPLINARY PROCEEDINGS**

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37 A. The City retains the sole right and authority to discipline employees. This
38 right and authority includes the absolute right to reprimand, either verbally or in writing,
39 suspend, either with or without pay, demote, discharge, or other types of discipline as
40 may be appropriate to the particular violation, act or omission. As a part of this sole right

1 and authority management may make, amend and enforce its rules and regulations
2 without consultation or consent of employees or the union, subject to all rules and
3 regulations and amendments thereto being properly posted within the work areas for the
4 department.

5
6 B. The procedure for disciplinary action shall include notice, in writing, to
7 the employee with a copy placed in the employee's personnel file, which includes a
8 statement of the reason(s) for the discipline. No employee shall receive discipline for
9 other than just cause.

10
11 C. Employees shall have the opportunity to present written statements as to
12 their position and opinion regarding disciplinary proceedings, which shall become part of
13 the disciplinary file.

14
15 D. In the event of a written reprimand, the personnel record of the employee
16 will be cleared of any written evidence of such discipline after one (1) year from the date
17 of the discipline, provided there be no written reprimands, suspensions, demotions or
18 other disciplinary actions during the one (1) year period. In the event of a suspension, the
19 employee may in writing ask the Library Director, the Library Trustees, or the City
20 Manager for the removal of the disciplinary action pursuant to RSA 275:56.
21 Notwithstanding the foregoing, maintenance of records pertaining to investigations and
22 the disposition of harassment complaints shall be maintained in accordance with the
23 City's Harassment policy.

24 25 VIII. MANAGEMENT RIGHTS

26
27 The City shall retain the sole right and authority to operate and direct the affairs
28 of the Library in all its various aspects. Among the rights retained, in addition to those
29 enumerated in RSA 273-A: 1, IX, are the City's right to determine the Library's mission
30 and set standards and service offered to the public; to direct the working forces, to plan,
31 direct, control and determine the operations or services to be conducted in and by the
32 Library or by employees of the Library; to assign and transfer employees; to hire,
33 promote, or demote employees and to suspend, discipline or discharge employees; to
34 relieve employees due to lack of work or for other legitimate reasons; to make and
35 enforce rules and regulations; to determine days of operation and employees' work
36 schedules; and to change methods, equipment or facilities. Without limiting the
37 preceding and solely as illustration, matters regarding the policies and practices of the
38 City and Library Director as established by statute, ordinance or regulations relating to
39 merit/incentive systems, recruitment, examination, appointment, advancement, or
40 organization, under the conditions of political neutrality and based upon principles of
41 merit and competence, shall not be subjects of bargaining under this Agreement. All
42 rights, which ordinarily vest in and are exercised by public employers, except as such are
43 specifically relinquished herein, are reserved to and remain vested by the City of
44 Rochester.

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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

1 laws require written authorization by the employee, same is to be furnished in the form
2 required. No unlawful deductions shall be made.
3

4 C. The Union agrees to indemnify and hold the City harmless from any claim
5 or liability, which might be incurred by the City in connection with complying with the
6 provisions of this Section of the Agreement.
7

8 XII. SENIORITY 9

10 Seniority for employees governed by this Agreement shall be determined by the
11 date of hire for the last period of regular employment with the City in the work covered
12 by this Agreement at the Rochester City Library within the jurisdiction of the Union.
13

14 1. SENIORITY PREFERENCE: 15

16 Employees, in order of their seniority, shall have preference:
17

- 18 a) to work opportunity in the event of lay-off for lack of work;
- 19 b) to recall to work after lay-off;
- 20 c) in selection of vacations from the vacation schedule.
21

22 2. LAY-OFF: 23

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

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

36 c) In the event of a dispute involving seniority in lay-off, the matter
37 will be discussed with the Union before action is taken. If agreement is not
38 reached, the City will make the decision and the Union shall have their right to
39 protest the decision through the Grievance Procedure.
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41 d) It is agreed that the provisions in subparagraphs a-c above will
42 remain in force until the effective date of a successor agreement.
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1 3. BREAK IN SENIORITY:
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3 a.) Seniority shall automatically terminate for the following reason:
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- 5 1. If an employee is discharged;
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7 2. If an employee voluntarily quits;
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9 3. If an employee retires;
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11 4. If an employee has been on lay-off for twelve (12) months;
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13 5. If, after having been laid off, an employee does not return to work
14 within five (5) working days of notice to do so by personal contact or
15 telephone contact or certified mail sent to the employee's most recent
16 address appearing on the City records (it shall be every employee's
17 responsibility to provide the City with his/her current address at all
18 times).
19

20 4. POSTING OF LISTS:
21

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

31 b.) The Union shall be entitled to a seniority list each six (6) months upon
32 request. The City shall post a seniority list at least once every twelve (12)
33 months.
34

35 c.) No employee shall be entitled to a job which he/she cannot or will not
36 properly perform.
37

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

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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 Manager.

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.

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 (5th) employment year. After commencement of the sixth (6th) 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 (10th) employment year. After commencement of the eleventh (11th) 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 th day/month	(2 weeks/year)
6-10 years	1 3 12 th day/month	(3 weeks/year)
11+ years	1 8 12 th day/month	(4 weeks/year)

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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.

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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 hired before June 30, 2014 will be accumulated up to one hundred and twenty (120) days. Effective as of the signing of this Agreement, any part-time employee hired after June 30, 2014 shall accumulated up to seventy-five (75) 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 (3) 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.

1 Employees who terminate their employment through retirement shall be entitled
2 to a lump sum payment for three-quarters of the number of accumulated days due at the
3 rate of pay at the time of termination of service, not to exceed seventy-five percent (75%)
4 of one hundred and twenty (120) days or seventy-five (75) days of accumulated sick
5 leave, as applicable. For the purpose of this section, retirement shall be defined as having
6 completed ten (10) consecutive years of service with the City of Rochester and being
7 eligible to retire under the New Hampshire Retirement System or other retirement plan
8 paid in part or in full by the City.
9

10 Employees who terminate their employment by voluntary resignation, and who
11 have served at least ten (10) years with the City of Rochester, shall be entitled to a lump
12 sum payment for one-half of the accumulated sick leave due them, at the employee's rate
13 of pay at the time of termination, not to exceed fifty (50%) percent of one hundred and
14 twenty (120) days or seventy-five (75) days of accumulated sick leave, as applicable. In
15 the event of termination by reason of death, said payment in the amount of 50% of
16 accrued sick leave shall be made to his/her beneficiary.
17

18 Sick leave shall be considered a matter of grace and not a privilege and shall be
19 allowed only in case of actual illness or to keep necessary medical appointments. Sick
20 leave shall be used in minimum blocks of two (2) hours.
21

22 To receive compensation while absent on sick leave, the employee shall notify
23 his/her Department head prior to the time set for beginning his/her daily duties or as may
24 be specified by the Department Head. At the discretion of the Department head, a
25 doctor's certificate may be required for an absence due to illness in excess of three (3)
26 days. If the Department head has a reasonable basis to believe or suspect an employee
27 has abused sick leave privileges, he/she may require a doctor's certificate for an illness of
28 less than three (3) days. Proof of illness or disability may be required at any time by the
29 City Manager, Department Head, or Division Head.
30

31 Unless otherwise instructed, an employee absent due to illness or injury for a
32 period in excess of one (1) week, must report the status of his/her condition to the City no
33 less than once per week until the employee returns to active employment. The employee
34 shall give the City reasonable advance notice of his/her return to active employment.
35

36 Abuse of sick leave privilege may be cause for dismissal. Sick leave shall be
37 recorded regularly in the personnel records and the personnel Officer shall review all sick
38 leave records periodically and shall investigate cases, which indicate abuse of the
39 privilege.
40

41 XXI. SICK LEAVE TRANSFER

42

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

- 45 1. The request must be in writing and for an extended illness of three or more
46 week's duration.

- 1
2 5. Reimbursement for only the tuition of the course will be based upon
3 completion of and proof of a grade of B- (B-minus) or better.
4

5 XXIV. CONFERENCES
6

7 The City will pay the expenses of Library employees attending professional
8 conferences provided (a) the Library Director gives advance written approval; (b) the
9 conference is related to the employee's job or part of a career development program; and
10 (c) there is sufficient funding in the budget.
11

12 XXV. HOURS OF WORK
13

14 A full-time regular employee shall mean an employee who works thirty-five (35)
15 or more hours per week for six (6) or more consecutive calendar months in any job
16 classification established by the City as a regular position.
17

18 A part-time regular employee shall mean an employee who works less than thirty-
19 five (35) hours per week and who is retained to work six (6) or more consecutive
20 calendar months in any job classification established by the City as a regular position.
21

22 Employees shall be compensated for all hours of work over forty (40) hours per
23 week at the rate of one and one half (1 ½) times the employee's regular hourly rate of
24 pay. When employees perform work, less than forty (40) hours per week, but time
25 beyond their regular hours of work, they shall be compensated with their regular rate of
26 pay, hour for hour. Alternatively, with the approval of the Director, employees may elect
27 to be compensated with compensatory time at the rate of one and one-half (1 1/2) hours
28 for each hour worked over forty (40) hours per week to be accumulated to maximum of
29 forty (40) hours.
30

31 If an employee is designated in writing by the Library Director to assume the full
32 duties and responsibilities of a higher classification for a period of fourteen (14) calendar
33 days or more, the employee shall be paid at the range minimum for the higher
34 classification or a five percent (5%) premium, whichever is greater.
35

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

40 XXVI. HEALTH AND BENEFIT PLAN
41

42 The Flexible Benefits Program as offered by the City of Rochester will be
43 provided to all full-time regular Library employees. The City will pay 80% of Anthem
44 Matthew Thornton Plan (\$250 \$750 deductible) with \$20 office visits, \$150 ER visits and
45 \$10/\$20/\$45 co-pays for 34-day retail or 90-day mail order prescriptions.

1
2 In order to reduce health insurance costs for the benefit of all involved the City
3 reserves the right to select and substitute a more cost effective alternate health insurance
4 plan to replace the plan(s) identified above. Such alternate plan must provide employees
5 with comprehensive core protection and services that are fundamentally equivalent to the
6 protections and services enjoyed by employees under the plans previously provided by
7 the City. The Union will also agree that the City may add any other plans as long as the
8 plans are optional.
9

10 The parties agree to work cooperatively and to negotiate in good faith to avoid the
11 imposition of all taxes, assessments, and/or fees (hereafter "penalties") that may result
12 from the implementation of the so-called "Cadillac Tax" under the Affordable Care Act
13 of 2009.
14

15 XXVII. EMERGENCY CLOSINGS

16
17 In the event that the City Manager, Library Trustees, or their Designee
18 determines that Library services will be curtailed and or limited due to storms, power
19 outages or other unforeseen circumstances, the affected employees so notified shall not
20 be required to report to work, or employees who have reported for work shall be released
21 without loss of pay or use of earned leave time. When an employee is unable to report to
22 work due to weather conditions, and the City Manager or Library Trustees have not
23 curtailed and/or limited Library services, the employees may draw from vacation time or
24 other appropriate leave. Employees who are not scheduled to work shall not be
25 compensated for the emergency closing hours. The provisions of this section shall apply
26 to full and part-time employees.
27

28 XXVIII. COMPENSATION AND WAGES

29
30 Pay increases will be granted as follows:

31
32 A. Effective July 1, 2014, the City will increase the hourly rate for all library
33 employees by 2.5%. This increase is in lieu of any merit increase for FY 2015.

34 B. Effective July 1, 2015, compensation of each member of the bargaining unit shall
35 be reviewed during the year by his/her department head to determine if an increase in pay
36 is to be made in accordance with the City's established Merit Pay Plan which is
37 incorporated by reference herein. Any merit salary plan adjustment shall be made from
38 0% to 3% and given in conjunction with the employee's annual performance evaluation
39 and will be effective July 1st. Any merit salary increase so awarded shall be based on a
40 rating of employees by their supervisor using a systematic and formal evaluation process.
41 Performance found to be meritorious shall be certified by the supervisor and a pay
42 adjustment made. Merit pay increases will not be diminished because of financial
43 considerations of the Library or the City.
44

45 C. To the extent an employee's proposed merit increases causes the employee to
46 exceed his/her pay range, the employee shall be entitled to an amount not to exceed two

1 percent (2.0%) above the then top of the pay range. Any amount due that exceeds the top
2 of the pay range shall be paid in a lump sum amount in the first pay period in December
3 and shall not become part of base wages.

4
5 D. In addition, effective July 1, 2015, each member of the bargaining unit shall be
6 eligible for an annual bonus for exemplary service. This exemplary service bonus shall be
7 awarded at the discretion of the City Manager and may be awarded in an amount up to
8 2.0% of the recipient's salary and shall not become part of base wages.

9
10 E. The maximum pay range will adjust by the percentage change in the CPI index
11 for Boston-Brockton-Nashua (November to November of the prior year) annually on July
12 1. during the term of this Agreement. Any future adjustment for a successor collective
13 bargaining agreement in these pay ranges shall be negotiated by the parties.

14
15 XXIX. WORKER'S COMPENSATION

16
17 An employee out of work due to a job connected injury or illness shall receive
18 Worker's Compensation. The difference between the amount paid to the employee
19 through Worker's Compensation and his/her regular wage shall be paid to the employee
20 by the employer for a period of the first twenty (20) work days of said job connected
21 injury: said amount shall not be charged against the employee's accumulated sick leave
22 or vacation time. The actual payment of wages under this section shall be a combination
23 of the Worker's Compensation benefit as determined by the Department of Labor and a
24 supplemental payment by the City of Rochester which will be the difference between the
25 Worker's Compensation payment and the employee's regular compensation, to be paid
26 on a bi-weekly basis.

27
28 At the end of the first twenty (20) work day period of said job connected injury,
29 the employee shall continue to receive both the Worker's Compensation benefit and the
30 difference between that benefit and the employee's regular compensation, except that the
31 compensation, shall be charged against the employee's accrued sick leave, if any, and
32 thereafter, against vacation leave. The employee may elect to receive only the Worker's
33 Compensation benefit and decline to receive the differential between the Worker's
34 Compensation and the regular weekly compensation, so as to avoid the charge against
35 sick leave or vacation leave. It shall be the responsibility of the employee to file this
36 election in a timely manner.

37
38 Provided further, that after expiration of the first twenty (20) work day period the
39 Library Director may order a complete physical and/or mental examination of said
40 employee by two (2) registered physicians; and if the report of their examination
41 establishes the injury as one which permanently incapacitates said employee, application
42 shall be made for retirement under the provisions of the New Hampshire Retirement Law.
43 The commencement of payments under the New Hampshire Retirement Law shall end
44 the employer's obligation for payment of vacation time and/or accumulated sick leave
45 under this section. Provided further, that if it is determined immediately after an
46 employee is injured, by two (2) registered physicians selected by the Library Director,

1 that an employee will not be able to return to his/her regular duties at any time in the
2 future. then employer shall not be obligated to pay the difference between the Worker's
3 Compensation and the employee's regular wage for the time periods of injury as outlined
4 above.

5
6 The City agrees to continue paying the employee's retirement payments on the
7 City's supplemental payment while the employee is unable to work due to the injury or
8 illness.

9
10 XXX. LONGEVITY

11

12 Years of Service	13 Annual Payment
14 3-5 years	\$200
15 6-10 years	\$325
16 11-15 years	\$400
17 16-20 years	\$550
18 21 years of more	\$600

19

20 This schedule shall become effective July 1, 2011. Employees shall receive
21 longevity pay annually on the employee's anniversary date. Upon termination of
22 employment with the City, employees shall receive longevity pay pro-rated for the
23 number of days of longevity in that year calculated from the employee's anniversary date
24 to the day employee terminates. Eligible part-time employees will be paid the full
25 amount of the appropriate tier on the longevity schedule in the year ending June 30, 2014.

26
27 XXXI. ADHERENCE TO RULES, REGULATIONS, POLICIES AND PROVISIONS

28
29 It is understood that for the duration of this Agreement employees shall continue
30 to serve under the direction of the Library Director and in accordance with City policies
31 and administrative rules, regulations and the provisions of this Agreement.

32
33 XXXII. BULLETIN BOARDS

34
35 The City shall provide a space in the Library for a Union bulletin board, which is
36 readily accessible to all members. Only notices that are approved by the Union president
37 shall be posted on said bulletin board.

38
39 XXXIII. DURATION

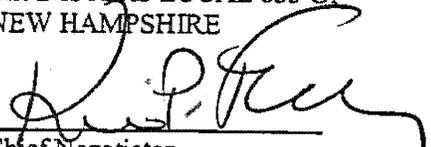
40
41 This agreement shall be effective upon approval of the cost items by the
42 Rochester City Council. This agreement shall expire on June 30, 2016. No cost item in
43 this agreement will have retroactive effect unless it is specifically noted in the agreement
44 and the retroactive cost of such provision is specifically approved by the City Council.
45 Persons not employed in the bargaining unit on the date the City Council approves the
46 cost items will not be eligible for any retroactive payments or benefits.

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Signed this 10th day of November, 2014, at the City of Rochester.
New Hampshire.

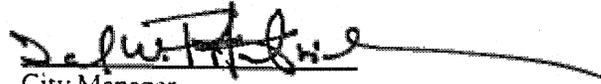
TEAMSTERS LOCAL 633 OF
NEW HAMPSHIRE

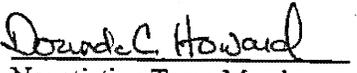
CITY OF ROCHESTER
ROCHESTER PUBLIC LIBRARY

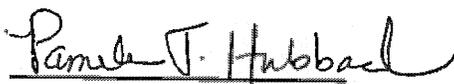

Chief Negotiator


Chief Negotiator

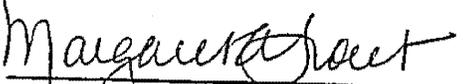

Secretary-Treas.


City Manager

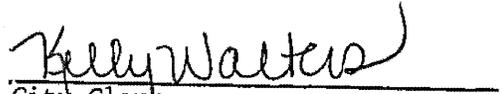

Negotiating Team Member


Chair, Library Trustees


Negotiating Team Member


Negotiating Team Member

Adopted by majority vote of the Rochester City Council and Mayor on 11-5-2014.


City Clerk

(Seal)

ATTACHMENT A
 CITY OF ROCHESTER
 AND
 TEAMSTERS LOCAL 633 OF NEW HAMPSHIRE
 LIBRARY WAGE MINIMUM AND MAXIMUM SALARY RANGE

	7/1/2013		7/1/2014		7/1/2015	
	Min	Max	Min	Max	Min	Max
LIBRARIAN II	22.34	29.92	22.90	30.67		
LIBRARIAN I	20.22	27.12	20.73	27.80		
SECRETARY II	16.48	22.13	16.89	22.68		
LIBRARY ASST	15.13	20.22	15.51	20.73		