# AGREEMENT

between

the CITY OF ROCHESTER

and

ROCHESTER MUNICIPAL EMPLOYEES ASSOCIATION,
Affiliated with STATE EMLOYEES ASSOCIATION OF
NEW HAMPSHIRE, SEIU Local 1984

July 1, 2016

to

June 30, 2020

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# ARTICLE 1: RECOGNITION

The City of Rochester (City) recognizes the State Employees Association, SEIU Local 1984 (Union), as the exclusive representative for all employees in the following positions:

Account Clerk II, Administration/Network Specialist, Animal Control Officer, Arena Attendant, Assessing Technician, Clerk Typist I, Clerk Typist II, Community Development Coordinator, Compliance Officer, Construction Engineer, Crime Analyst, Economic Development Specialist, Electrical Inspector (Building/Mechanical Inspector), Evidence Technician, Field Assessor, Government Channel Coordinator, Health Inspector (Health/Plumbing Inspector), IS Technician, Juvenile Court Coordinator, Parking Enforcement Officer, Planner I, Recreation Program Coordinator, Secretary I, Secretary II, Senior Accountant, Social Worker, Utility Billing Administrator, Utility Billing Clerk (Account Clerk I), and Welfare Intake Worker.

# ARTICLE 2: MANAGEMENT RIGHTS

The City retains traditional rights to manage and direct the affairs of the employer in all of its various aspects and to manage and direct its employees, pursuant to managerial policy within the exclusive prerogative of a public employer as defined by RSA 273-A:1, XI, including but not limited to the following: to plan, direct, control and determine all operations and services of the City; to direct the working forces; to establish the qualifications for employment; and to lay off employees for lack or work or lack of funds; to schedule and assign work; to establish work and productivity standards and to, from time to time, change those standards; to assign overtime; to determine the methods, means, organization, and number of personnel by which such operations are to be conducted; to make and enforce rules and regulations; to employ, discipline, suspend, demote and discharge employees for just cause; to change or eliminate existing methods, equipment or facilities; provided however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this agreement.

# ARTICLE 3: PROBATION

All newly hired employees not currently employed by the City of Rochester shall be in a probationary status for twelve (12) months and not subject to this agreement. The City at its discretion may reduce the probationary period for persons rehired within three (3) years of terminating employment with the City in good standing.

## ARTICLE 4: DISCIPLINARY POLICY

1. The City agrees that it shall only discipline or discharge bargaining unit members for cause. The term "discharge" shall not include termination of employment directly caused by departmental reduction or restructuring.

2. The bargaining unit member has the right to request a union representative at any meeting where disciplinary matters are discussed.

3. Disciplinary action will normally be taken in the following order:
   a. Verbal warning
   b. Written warning
   c. Suspension
   d. Discharge

4. The parties recognize that certain infractions are sufficiently serious to merit immediate suspension or discharge. Nothing herein shall serve to deprive any bargaining unit member of his/her rights under law.

## ARTICLE 5: GRIEVANCE PROCEDURE

1. Definition A grievance is defined as an alleged violation, misunderstanding, or misapplication of a specific provision of this Agreement. The grievance shall state the facts giving rise to the dispute, a description of the specific provisions of the Agreement allegedly violated, misunderstood, or misapplied, and a clear description of the relief sought.
2. Time Limits The time limits specified in this Article shall mean calendar days unless stated differently. Time limits indicated hereunder are considered maximum, unless extended by mutual agreement. All such agreements to extensions must be in writing.
3. General Provisions
   3.1 The union shall be the exclusive representative of the employee at all levels of the grievance procedure and may use representatives of its own choosing.
   3.2 Responses at all levels of the grievance procedure shall be communicated in writing to the president of the union or an authorized designee. The Union shall be responsible for contacting the employee.
   3.3 Failure at any grievance level to meet or to communicate the decision within the specified time limits to the president of the Union or his designee shall permit the Union to proceed directly to the next level.
   3.4 The time limits for the processing of any grievances may be extended by written consent of both parties.
   3.5 All grievances shall be initiated not later than ten (10) calendar days after the occurrence of the event giving rise to the grievance.

3.6 All grievances shall be initiated not later than five (5) calendar days after the occurrence of the event giving rise to the grievance.

3.7 Both parties to this agreement recognize the benefit of resolving all grievances at the lowest possible level and the importance of early and effective communication of this process.

Step #1

The Union member or his/her Union Representative shall submit in writing, within ten (10) calendar days of the occurrence of the event giving rise to the grievance, a summary of said grievance. This summary shall specifically state the article of Agreement or implied condition that has been violated. The Union member shall meet to discuss informally any violation of this Agreement with the Department Head within ten (10) calendar days of the grievance. The Department Head shall within ten (10) calendar days following the informal meeting, deliver his/her written decision/opinion to the Union and to the Member. If the Union member is not satisfied by the informal opinion/decision of the Department Head, the Union member will move on to step two.

Step #2

The Union member and his/her Union Representative shall appeal in writing, within ten (10) calendar days of the Department Head's written decision to the City Manager. The City Manager shall hold a hearing within ten (10) days of the written appeal to discuss the grievance and shall then provide a written decision within ten (10) calendar days of the hearing to the Union. If the Union member and his/her representative are still not satisfied they may then move on to step three.

Step #3

If the Group has not reached an agreement, they may appeal to the New Hampshire Public Employee Labor Relations Board (PELRB) within seven (7) days of step 2 for the appointment of an arbitrator. The decision of the PELRB arbitrator will be binding on both parties to this agreement. The cost of this arbitration shall be borne equally by the Group and the City.

The decision of the arbitrator shall be final and binding. However, either party may appeal the decision of the arbitrator pursuant to RSA 542. Any appeal not filed within forty-five (45) days of the arbitrators opinion shall be deemed waived.

## ARTICLE 6: HOLIDAYS

1. 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.

2. 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.

## ARTICLE 7: VACATIONS

The provisions of this section shall apply to full-time regular employees and, on a pro-rata basis, to part-time regular employees who work a minimum of 40 hours a pay period. Applications 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 will be accrued during the probationary period but may not be taken until after successful completion of probation, except with approval of the employee's supervisor and the City Manager. 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 ($5^{th}$) employment year. After the commencement of the sixth ($6^{th}$) 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 ($10^{th}$) employment year. After commencement of the eleventh ($11^{th}$) 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.

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 8/12th day/month | 4 weeks/year |

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

Effective July 1, 2014, the maximum accumulation shall be one and one-half (1.5) times the annual accumulation amount. In the first twelve months of this agreement, current employees will be moved to the new maximum accumulation amount at the end of their anniversary month. Upon reaching the maximum, monthly additions to the total shall cease until usage reduces the accumulation.

The employer shall approve or reject a request for vacation time in writing within ten (10) business days, exclusive of the absence of the employee's supervisor or designee, after receiving a properly executed application for leave. A rejected request for vacation time shall state the reason for the rejection.

## ARTICLE 8: PERSONAL DAYS

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 notice is provided as soon as practicable.

# ARTICLE 9: SICK LEAVE

1. The provisions of this section shall apply to full-time regular employees and, on a pro-rata basis, to 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. Employees hired prior to November 1, 1998, who elected to continue their current plan, shall be allowed accruals up to one hundred and twenty (120) days. Group members hired November 1, 1998 or later shall be allowed sick leave accrual up to twenty (20) days.

2. 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.

3. 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.

4. 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 of one hundred and twenty (120) days accumulated sick leave. For the purpose of this section, retirement shall be defined a 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.

5. 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.

6. 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 appointment. Sick leave shall be used in one hour increments.

7. 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 absence due to illness in excess of three (3) consecutive 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 disability may be required at any time by the City Manager, Department Head, or Division Head.

8. 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.

## ARTICLE 10: 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 a workers' compensation injury or illness are not eligible.
4. Employees who wish to donate sick leave must still have 15 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.

## ARTICLE 11: BEREAVEMENT LEAVE

Bereavement leave shall be granted as follows:

1. Special leave of five (5) working days to attend the funeral, memorial and/or burial services, without any loss of wages in the event of the death of a spouse or child.
2. Special leave of three (3) consecutive days, including working and non-working days from the date of death, without loss of wages 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. |

3. 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 |

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

5. An employee shall be required to give notice if they intend to use bereavement leave in nonconsecutive working days. Such request will not be unreasonably denied.

## ARTICLE 12: JURY DUTY

An employee called as a juror will be paid the difference between the fees 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.

## ARTICLE 13: MILITARY LEAVE

Any permanent employee who is a member of the Reserve Component of the Armed Forces of the United States, and is activated or required to undergo field training therein, shall be entitled to a leave of absence with pay for the period of such training, but not to exceed three (3) weeks in any one (1) year, in addition to the annual vacation leave, provided the amount of base pay paid to such employee for such leave of absence shall be the difference between his compensation for military activities as shown by a statement by military authorities giving rank, pay and allowance, and the amount of employee's regular wage.

## ARTICLE 14: 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 15: HOURS OF WORK

1. Non Salaried employees: The employees shall work days and hours determined by the Department head or the City Manager in the case of any non-salaried Department Head schedule. Overtime shall be paid for any work performed beyond the 40 hours in a week. With the exception of flex-scheduled employees, overtime shall be paid for any work performed by employees that take minutes at board and committee meetings after 6PM or working on Saturday or Sunday.
   Salaried employees: An employee who, under this agreement, regularly receives each pay period a predetermined or fixed amount of money constituting compensation, based on a predetermined amount of wages to be paid as determined by a weekly rate and which amount is not subject to reduction because of variations in the quality or quantity of the work performed and regardless of the hours or days. Salaried employees do not have a fixed schedule.
2. The City recognizes the Union is composed of salaried and hourly, professional members whose hours and methods of work are defined by the requirements of their respective positions.
3. Non-Salaried employees may request to be compensated with compensatory time at the rate of one and one half (1 ½) hours for each hour of overtime worked. All overtime must receive the prior approval of the Department Head. If compensatory time is to be used to compensate overtime hours, the employee and the Department Head prior to the hours being worked must agree to it. Compensatory time may be accrued to a total of forty (40) hours. All compensatory time must be used by June 15 of each year or it will be paid out as overtime on the next pay day. An hourly employee called back to work after normal working hours, shall be paid one and one half (1 ½) time the employee's regular hourly rate of pay for a minimum of two (2) hours for each such call back.

## ARTICLE 16: WORKING OUT OF CLASSIFICATION

Employees assigned in writing by the City Manager, designee or Department Head to work in a position with a higher labor grade shall, after working in such position for two (2) weeks, receive a non-retroactive ten percent (10%) premium on his/her base compensation, but in no case more than the base salary of the employee being replaced.

## ARTICLE 17: EMERGENCY CLOSINGS

In the event that the City Manager determines that City services will be curtailed and/or limited due to storms, power outages or other unforeseen circumstances, the non-essential 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 has not curtailed and/or limited city services, the employee may draw from vacation time or other appropriate leave. Employees who are not working and out on leave when City services are curtailed shall not be compensated for the emergency closing day. The provisions of this section shall apply to full and part-time regular employees (to include probationary employees for regular positions).

## ARTICLE 18: WORKERS' COMPENSATION

1. An employee out of work due to a job-connected injury shall receive worker's compensation. The difference between the amount paid to the employee through worker's compensation and the employee's regular net wage shall be paid to the employee by the City 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 shall be a combination of the worker's compensation benefit as determined by the Department of Labor and a supplemental payment by the City which will be the difference between the worker's compensation payment and the employee's net regular compensation, to be paid on a bi-weekly basis.

2. 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 compensation, except that the differential between the worker's compensation benefit and the employee's net regular 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 net regular weekly compensation, so as to avoid the charge against sick leave or vacation leave.

3. In the event that a physician finds that the employee is permanently incapacitated, the employee shall apply for NHRS disability retirement benefits. If the employee is awarded a disability retirement under the provisions of the New Hampshire Retirement Law, the commencement of payments under the New Hampshire Retirement Law shall end the City's obligation to provide the difference between the worker's compensation payment and the employee's regular compensation, to be paid on a bi-weekly basis.

## ARTICLE 19: TEMPORARY ALTERNATE DUTY

In accordance with RSA 281-A:23-b, employees will be provided temporary alternate work opportunities if disabled by a work-related injury or illness. The City will make every effort to utilize Temporary Alternative work opportunity if they are appropriate to the situation. As soon as the treating physician has released the employee to lighter duties than his/her current position requires, the employee will be called upon to return to employment in a temporary alternative position. Such re-assignment may be to different duties or a different work schedule and may include assignment to a different division or position within the City of Rochester.

## ARTICLE 20: DEFENSE OF LAW SUITS

In accordance with RSA 31:105, the City shall indemnify and hold harmless any Union member covered by this Agreement from any and all losses, including reasonable attorney's fees of attorney (s) selected by the City and other expenses of defense, in connection with any claim, demand, action, suit or judgment arising out of any act or omission of the Union member if, at the time of the act or omission, the Union member was acting in good faith and within the scope of his/her employment or office.

## ARTICLE 21: 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 22: UNIFORMS

Items to be provided for Parking Enforcement Officer and Animal Control Officer. The city shall provide all articles of uniforms and equipment which are required by the City. All such articles which are determined by the City to have been damaged in the line of duty shall be repaired or replaced by the City.

Items to be provided for the positions of Assessing Technician, Compliance Officer, Field Assessor and Code Enforcement Inspectors. For employees in these classifications, the City shall provide the following on an annual basis:

- $125 for pre-approved protective footwear
- Six shirts with City identification
- One three season jacket with City identification

Employees, at the time of separation of employment, are required to return all articles of uniforms, clothing and equipment which were provided by the City.

## ARTICLE 23: EDUCATIONAL REIMBURSEMENTS

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 by the Department head;
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.

Proof of course completion and grade attainment must be submitted before reimbursement.

## ARTICLE 24: UNION BUSINESS LEAVE

1. The officers and representatives of the Union are as follows: President, Vice President, Secretary/Treasurer, and Stewards. The President of the Union shall provide the City with a roster of officers and representatives and keep the City informed of any changes in that roster.
2. Up to three (3) representatives of the Union shall be allowed time off for negotiations or conferences with City Officials, without loss of pay or benefits, provided that the City's operations shall always take priority over other business. Off-duty personnel will not be compensated for such negotiations, conferences or hearings.
3. Officers of the Union shall be granted time off, without loss of pay, to conduct union business that cannot be conducted during off-duty time.
4. Officers and/or representatives of the Union shall be granted time off, without loss of pay, to attend training classes without loss of pay or benefits to further management-employee relations.
5. The number of days off with pay and benefits under paragraphs 3 and 4 shall not exceed an aggregate of four (4) days for the entire bargaining unit per calendar year. All requests for leave pursuant to paragraphs 3 and 4 shall be submitted in writing to the City Manager no less than ten (10) working days prior to the date of the requested leave.
6. 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 City operations 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 matters through the grievance procedure, attending disciplinary sessions with supervisors, and attending disciplinary and/or administrative hearings before appropriate authorities shall only be paid during their regularly scheduled workweek.

7. Staff representatives of the Union shall be allowed to meet with employees during unpaid lunch and/or coffee breaks to the degree the meetings do not disrupt the workplace.

## ARTICLE 25: REDUCTIONS IN FORCE

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 four (4) weeks before the effective date of the action. If there is a recall within fourteen (14) months 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 fourteen (14) months.

Employees who are eligible for recall shall be sent a recall notice by registered mail, return receipt requested. The employee must notify the City Manager within three (3) weeks after receiving the notice of recall of their intention to return to work. Failure by the employee to so notify the City Manager shall represent a decision not to accept the recall. The City shall be deemed to have fulfilled its obligations under this section by mailing the recall notice by registered mail, return receipt requested, to the last address provided by the employee. It shall be the obligation and responsibility of the employee to immediately notify the City Manager of any changes in mailing address during the fourteen (14) month period from layoff provided by this section, or extension thereof.

# ARTICLE 26: DUES DEDUCTION

Payroll Deduction: The Association shall be entitled to have payroll deductions for membership dues and for one (1) additional program, from its members. Upon an individual written authorization form signed by the employee and approved by the Union, the City agrees to deduct from each employee's regular paycheck, a sum for the Union dues, and any sum for any additional program, to be paid to the Union biweekly.

Dues Change: When a change in dues necessitates a modification of payroll deductions and the Union wishes to implement such modification, it shall furnish a certificate evidencing the authorizing vote to the City, together with a written request for the modification in payroll deductions. The certificate shall be signed and sworn to by the Secretary of the Association with Corporate Seal.

To the extent that action is necessary by the Employer to implement the dues deductions, the Employer shall make reasonable effort to insure that the payroll deductions are put into effect as soon as practicable.

Member and Employee Reports: The Employer agrees to provide payroll deduction information to the Union on a biweekly basis for the administration of dues deductions.

In addition, the Employer shall provide the Union a monthly report of all newly hired bargaining unit employees, bargaining unit employees who have been promoted, and employees who have separated service, retired, or who are on an unpaid leave of absence.

# ARTICLE 27: FLEXIBLE BENEFITS PROGRAM

*With the exception of the Health Plans offered and provisions for selling accrued leave, the meaning and intent is to provide the same level of benefit and coverage under the Flexible Benefit Program that is available to employees prior to the implementation of this agreement.*

## HEALTH PLAN OPTIONS

All full-time regular employees shall be provided with comprehensive medical insurance coverage through the Flexible Benefits Program as offered by the City of Rochester.

The City's contribution to medical insurance premiums shall be limited to 80% of the MTB20IPDED-RX10/20/45 plan. The following plans will be offered to employees:

a) ABS20IPDED-RX10/20/45

Anthem Matthew Thornton HMO plan
$250/750 deductible
Co-pays: $20 office visits and $150 ER visits
RX co-pays: $10/20/45 34-day retail or 90-day mail order

b) AB5-RX$10/20/45

Anthem Matthew Thornton HMO plan
No deductible
Co-pays: $5 office visits and $25 ER visits
RX co-pays: $10/20/45 34-day retail or 90-day mail order

c) ABSOS20/40/1KDED-RX10/20/45

Anthem Blue Site of Service plan
$1000/3000 deductible
Co-pays: $20 office visits; $40 specialist visits, $100 emergency room, $50 urgent care
RX co-pays: $10/20/45 34-day retail or 90-day mail order

Effective July 1, 2016, the City's contribution to medical insurance premiums shall be 100% of the ABSOS20/40/1KDED-RX10/20/45 plan or 80% of the ABS20IPDED-RX10/20/45 plan towards plan a) or plan b).

Effective July 1, 2017 the a) MTB20IPDED-RX10/20/45 plan and the b)MTB5-RX10/20/45 will no longer be offered. Employees may elect coverage under the ABSOS20/40 plan or to opt out of employer sponsored insurance. The City's contribution to medical insurance premiums shall be limited to 97% of ABSOS20/40 1KDED – RX 10/20/45 plan.

Effective July 1, 2018 the City's contribution to medical insurance premiums shall be limited to 90% of ABSOS20/40 1KDED – RX 10/20/45 plan.

Effective July 1, 2019 the City's contribution to medical insurance premiums shall be limited to 80% of ABSOS20/40 1KDED – RX 10/20/45 plan.

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

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

Employees that have medical coverage through their spouse may choose to "opt out" or "opt down" of participation in the City-sponsored plan. If employees opt out or opt down, they will receive a portion of the monthly premium savings that can be used to offset the cost of other benefits or receive it as taxable compensation in their paychecks throughout the year.

The amount the employee can receive depends on their eligible coverage level, as shown in this chart:

| **Eligible Coverage Level*** | **Annual Opt-Out Amount** |
|---|---|
| Family Coverage | $2,400 |
| 2-Person Coverage | $1,600 |
| Single Coverage | $1,000 |
| **Eligible/Chosen Level**** | **Annual Opt-Down Amount** |
| Family to Single Coverage | $1,200 |
| Family to 2-Person Coverage | $750 |
| 2-Person to Single Coverage | $750 |

**Eligible coverage level refers to the number of eligible dependents the employee has.*

***Eligible/chosen coverage level refers to an employee that chooses a plan lower than their eligible coverage level.*

To opt out, employees must provide proof of comprehensive insurance coverage elsewhere.

The City reserves the limited right to re-open this agreement in the event that unanticipated changes in health insurance regulations substantially increase, alter or impair the financial obligations of the City or subject its health insurance plans to fines, taxes and/or penalties.

## REIMBURSEMENT ACCOUNTS

Reimbursement accounts offer a tax effective way to pay certain healthcare and dependant care expenses. Two types of reimbursement accounts are available to all employees:

- Healthcare reimbursement account (maximum annual contribution $2,500)
- Dependent care reimbursement account (maximum annual contribution – the lesser of the follows:
  - $5,000 if you are married and file joint tax returns, or if you are single,
  - $2,500 if you are married and file separately, or
  - The lower of you and your spouse's income

These deductions shall be prorated for employees who are employed for less than a full calendar year.

## DENTAL INSURANCE

All employees covered by this agreement are provided with the Northeast Delta Dental Plan through the Local Government Center. That plan or one with the same or greater benefits is provided by the City with the City paying up to two hundred and fifty dollars ($250.00) per year towards the cost of the benefit. Employee pays costs above that amount through the Flexible Benefits Program and payroll deductions. The Base Option V Coverage A, B; Mid Option III Coverage A, B, C and High Option I coverage A, B, C, and D are available to the employee in either Single, Two-Person or Family Plans.

## DISABILITY INCOME PROTECTION

Full Coverage Plan

The Full Coverage Plan is mandatory for employees hired after November 1, 1998. It includes three separate and distinct elements:

a) Sick Leave Account
b) Short-Term Disability (STD) Plan
c) Long-Term Disability (LTD) Plan

Limited Plan

With this plan, if you are unable to work because of accident of illness, you will receive 100 percent of your salary for as many sick days as you have accrued, to a maximum of 120 days.

Limited Plan Plus

Employees hired prior to November 1, 1998, may continue their participation in the sick leave program in place at that time and purchase LTD insurance.

## LIFE INSURANCE

The City pays 100% of the cost of a basic amount of life insurance protection for all employees. This "core coverage" is equal to one times the employee's base salary. Employees can choose to purchase additional "supplemental coverage". The cost of any additional insurance will be made through payroll deductions or offset by any remaining city-provided benefit funds.

## BUY/SELL ACCRUED LEAVE

During the City's open enrollment period, and part of the Flexible Benefits Program, employees may opt to buy or sell back to the City up to six (6) days of accrued vacation or sell back to the City one (1) day of accrued earned personal leave in exchange for Benefit Bucks (used for the employee's share of medical, dental and/or supplemental life insurance). However, after the exchange, the employee still must have at least five (5) days of vacation leave.

# ARTICLE 27A: MEDICAL INSURANCE (PART-TIME EMPLOYEES)

Employees classified as part-time (less than 35 hrs/week) shall be eligible to enroll in the same medical plan(s) that are offered to full-time employees at their own expense.

# ARTICLE 28: COMPENSATION AND WAGES

1. Merit Pay:

   Effective July 1, 2016 employees in the bargaining unit will be eligible for merit pay of between zero percent (0.0%) and four percent (4.0%) based upon the results of the annual performance evaluation process. See attached Exhibit A. Any merit salary increase so awarded shall be based on a rating of employees by their supervisor using a systematic and formal evaluation process to be completed as set forth below. The department head will consider the written evaluation, the personnel file, recommendations of the supervisor and such other information to determine the base wage adjustment. Merit pay increases will not be diminished because of financial considerations of the Department or the City.

2. Evaluation Process:

   By February 1 of each year of this contract, the Department Head or Supervisor shall complete a draft evaluation of each position/employee within the bargaining unit. The evaluation shall utilize the evaluation instrument attached as Exhibit A. The Department Head or Supervisor shall meet with each unit employee prior to February 15th to discuss the draft evaluation.

   The Department Head or Supervisor shall thereafter fill out a Merit Pay worksheet for each employee and assign the merit pay increase in accordance therewith. By March 15th, the Department Head or Supervisor shall advise the employee of the assigned merit increase and any recommendations from the Department Head or Supervisor for an additional annual bonus for extraordinary service (See section 3 below). The City Manager shall approve all evaluations and wage adjustments no later than May 1st of the then current year. Wage increases shall be effective from July 1st of each year.

   In the event that an employee is disciplined during a year and that discipline is overturned the employee's performance evaluation will be redone and the employee will receive any resultant retroactive pay increase for that year.

3. Extraordinary Annual Bonus:

   The City Manager may, with a recommendation from the Department Head, 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 paid in the first pay period of 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 Manager shall not be subject to the grievance process.

4. Appeal Process

Any unit employee that is dissatisfied with their assigned wage increase may ask for a meeting with the Department Head within 10 days of receipt of notification of their wage increase. Employees that receive less than a 1.25% wage increase may appeal the Department Head or Supervisor recommended wage increase to the Personnel Advisory Board for an advisory opinion within thirty (30) days of July 1 of each respective year. The parties will submit their prospective positions in writing with the City bearing the burden of production and proof. The parties will submit their respective positions within 15 days of a request for an appeal or upon an agreed on date. If the PAB finds the rating of the City unreasonable in any manner it shall adjust the merit pay accordingly. If the PAB finds the City's position to be supported by the evidence presented it shall uphold the decision of the City. The recommended pay increases shall not be arbitrary or capricious.

The pay ranges contained in the salary schedule will adjust by the percentage change in the CPI index for Boston-Brockton-Nashua (from November to November of the year proceeding the effective date of the pay range adjustment). To the extent an employee's proposed merit increase causes the employee to exceed his/her pay range, the employee shall be entitled to an amount not to exceed two (2) percent above the then top of the pay range. Any amount due that exceeds the top of the pay range, shall be paid in a lump sum amount in the first pay period in December and shall not become part of base wages.

# WAGE/SALARY SCHEDULE

Effective 07-01-2016

| Grade | Position | Hrly Min | Hrly Max | Exempt Min | Exempt Max |
|---|---|---|---|---|---|
| 2 | Clerk Typist I | 14.53 | 19.48 | | |
| 2 | Secretary I | 14.53 | 19.48 | | |
| 3 | Administrative/Network Specialist | 15.27 | 20.46 | | |
| 3 | Arena Attendant | 15.27 | 20.46 | | |
| 3 | Clerk Typist II | 15.27 | 20.46 | | |
| 3 | Parking Enforcement Officer | 15.27 | 20.46 | | |
| 3 | Account Clerk I | 15.27 | 20.46 | | |
| 4 | Account Clerk II | 16.03 | 21.51 | | |
| 4 | Assessing Technician | 16.03 | 21.51 | | |
| 4 | Welfare Intake Worker | 16.03 | 21.51 | | |
| 5 | Secretary II | 16.82 | 22.58 | | |
| 5 | Utility Billing Administrator | 16.82 | 22.58 | | |
| 6 | Animal Control Officer | 18.55 | 24.87 | | |
| 6 | Crime Analyst | 18.55 | 24.87 | | |
| 6 | Government Channel Coordinator | 18.55 | 24.87 | | |
| 6 | IS Technician | 18.55 | 24.87 | | |
| 6 | Evidence Technician | 18.55 | 24.87 | | |
| 6 | Recreation Program Coordinator | 18.55 | 24.87 | | |
| 6 | Planner I | 18.55 | 24.87 | 38,580.97 | 51,735.05 |
| 7 | Community Development Coordinator | 19.48 | 26.12 | | |
| 7 | Field Assessor | 19.48 | 26.12 | | |
| 7 | Juvenile Court Coordinator | 19.48 | 26.12 | | |
| 7 | Social Worker | 19.48 | 26.12 | | |
| 8 | Economic Development Specialist | 20.46 | 27.42 | | |
| 9 | Construction Engineer | 22.58 | 30.26 | | |
| 9 | Building/Mechanical Inspector | 22.58 | 30.26 | | |
| 9 | Health/Plumbing Inspector | 22.58 | 30.26 | | |
| 9 | Compliance Officer | 22.58 | 30.26 | | |
| 10 | Senior Accountant | 27.42 | 36.72 | 57,029.74 | 76,385.56 |

## ARTICLE 29: LONGEVITY

The City provides longevity pay to full-time employees based on continuous years of service as follows:

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

Payment shall be made annually on the payroll that includes 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.

The City provides longevity pay to part-time employees based on continuous years of service as follows:

| Years of Service | Annual Payment |
|---|---|
| 3 – 5 | $100. |
| 6 –10 | $165. |
| 11–15 | $200. |
| 16-21 | $275. |
| 21 or more | $300. |

Payment shall be made annually on the payroll that includes 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.

The amount of payment will be based upon the status (part time/full time) of the employee on their anniversary date.

## ARTICLE 30: SEPERABILITY

Should any provision of this Agreement be held invalid by any court or tribunal of competent jurisdiction, or if compliance with or enforcement of any such provision should be restrained by any court, all other provisions of this Agreement shall remain in force.

## ARTICLE 31: 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 32: DURATION

This Agreement shall be effective on July 1, 2016 and shall expire on June 30, 2020. 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.
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed by their respective Negotiating Committee on this the 28 day of ~~June~~ July 2016.

**Rochester Municipal Employees Group**

By:

By:

By:

Chief Negotiator

**City of Rochester**

By: Diane Hoyt

By:

By:

Chief Negotiator

Adopted and approved by the Rochester City Council on June 7, 2016.

City Clerk (Seal)

# EXHIBIT A
City of Rochester, NH

# EMPLOYEE PERFORMANCE APPRAISAL FORM

**Employee Name:**

**Position Title:**

**Department and Supervisor:**

**Appraisal Period:**

**Type of Performance Appraisal: Annual**

**End of Introductory Period**

**Other (Describe):**

## A. Objectives of Performance Appraisal Process

- To provide the employee with an evaluation of their work performance.
- To provide the employee with a formal opportunity to provide input on their work performance and goals.
- To identify and document the employee's strengths and areas for improvement, and to specify goals for improving performance as needed.
- To provide clear expectations regarding the employee's goals and priorities for the next evaluation period.
- To inform decisions regarding appropriate compensation based on performance.
- To inform decisions regarding transfers, promotions and continued employment with the City.

## B. Performance Rating Descriptions

**OUTSTANDING (O):** Performance consistently far exceeds all position requirements and expectations. Quality and quantity of work are always far above standards for the position.

**COMMENDABLE (C):** Performance consistently meets and frequently exceeds all position requirements and expectations. Quality and quantity of work usually exceed standards for the position.

**FULLY COMPETENT (FC):** Performance consistently meets position requirements and expectations, and sometimes exceeds expectations. Exhibits skills and abilities needed to effectively accomplish job responsibilities.

**NEEDS IMPROVEMENT (NI):** Performance sometimes meets position requirements and expectations, but not always. Frequently needs direction or assistance in fulfilling responsibilities. Improvements are needed to become fully competent.

**UNSATISFACTORY (U):** Performance falls seriously below expectations for the position. Immediate improvement is needed.

## C. Performance Factors

For each section, provide a rating and specific comments and examples to support the rating. Consideration should be given to overall performance within the specific subject area based upon reasonable expectations for time in rank.

**a. Job Knowledge and Skills**
Understanding of job responsibilities and skill in performing job (based on relative length of service)..

**Performance Rating: O C FC NI U**
***Examples and Comments:***

**b. Quality of Work**
Accuracy and thoroughness of work; degree to which work meets expected standards; demonstrated ability to use good judgment and make good decisions.

**Performance Rating: O C FC NI U**
***Examples and Comments:***

**c. Dependability/Attendance**
Conscientiousness in performing job duties; reliability; attendance and punctuality.

**Performance Rating: O C FC NI U**
***Examples and Comments:***

**d. Policy & Procedures**
Understanding of and compliance with City policies (including dress code), procedures and practices associated with position; compliance with any applicable legal requirements for position; attention to safety.

**Performance Rating: O C FC NI U**
***Examples and Comments:***

**e. Cooperation, Initiative and Teamwork**
Demonstrated ability to work positively and effectively with others; ability to adapt to changes; and accept or share new responsibilities as a team player.

**Performance Rating: O C FC NI U**
***Examples and Comments:***

**f. Courtesy & Service Quality**
Demonstrated respect and courtesy shown to members of the public, customers, colleagues and supervisors; commitment to providing consistent quality service.

**Performance Rating: O C FC NI U**
***Examples and Comments:***

**g. Other Important Performance Factors for Employee's Position**
Describe:_____

**Performance Rating: O C FC NI U**
***Examples and Comments:***

## D. GOALS

**Review of Previous Goals (if applicable)**

After reviewing the employee's goals in the previous performance appraisal, identify each goal and the extent to which the employee met each goal:

_____
_____

Future Goals – List in order of priority the major goals for the next year.

_____
_____

## E. Notable Accomplishments

If applicable, identify any other notable accomplishments by the employee that contributed to the success of City operations, customer relations or other areas.

## F. Areas Requiring Improvement

For any performance factor in Section C where the employee received a rating of Needs Improvement or Unsatisfactory, provide specific action steps for the employee and deadline for achieving improvement.

## G. Overall Performance Rating

| **Overall Performance Rating:** | **O** | **C** | **FC** | **NI** | **U** |
|---|---|---|---|---|---|
| ***Comments:*** | | | | | |

## H. Acknowledgment and Signatures

**Supervisor:** I discussed this performance appraisal with him/her on _____.

_____ **Date:** _____

**Signature**

**Employee:** This performance appraisal was discussed with me. I have reviewed this appraisal and understand its contents. I understand that I have the right to attach a response to this form.

_____ **Date:** _____

**Signature**

_____ **Date:** _____

**City Manager's signature**

**CITY OF ROCHESTER**

# RMEA MERIT PAY WORKSHEET

| | |
|---|---|
| 1. | **Job Knowledge and Skills (Maximum of 20 Points).**<br>Understanding of job responsibilities and skill in performing job (based upon relative length of service). |
| 2. | **Quality and of Work (Maximum of 20 Points).**<br>Accuracy and thoroughness of work; degree to which work meets expected standards; demonstrated ability to use good judgment and make good decisions. |
| 3. | **Dependability/Attendance (Maximum of 10 Points).**<br>Conscientiousness in performing job duties; reliability; attendance and punctuality. |
| 4. | **Policy & Procedures (Maximum of 10 Points).**<br>Understanding of and compliance with City policies (including dress code), procedures and practices associated with position; compliance with any applicable legal requirements for position; attention to safety. |
| 5. | **Cooperation, Initiative and Teamwork (Maximum of 20 Points).**<br>Demonstrated ability to work positively and effectively with others; ability to adapt to changes; and accept or share new responsibilities as a team player. |
| 6. | **Courtesy & Service Quality (Maximum of 10 Points)**<br>Demonstrated respect and courtesy shown to members of the public, customers, colleagues and supervisors; commitment to providing consistent and professional service. |
| 7. | **Other Important Performance Factors for Employee's Position (Bonus: Maximum of 10 Points)**<br><br>Describe:_____ |

| SCORING KEY: | 10 Point Scale | 20 Point Scale |
|---|---|---|
| OUTSTANDING (O): | 9-10 points or | 18-20 points. |
| COMMENDABLE (C): | 7-8 points or | 15-17 points. |
| FULLY COMPETENT (FC): | 4-6 points or | 9-14 points. |
| NEEDS IMPROVEMENT (NI): | 2-3 points or | 4-8 points. |
| UNSATISFACTORY (U): | 0-1 point or | 0-3 points. |

**Merit Pay Increase**

**Total Points Awarded**_____ **Total Merit Pay Increase**_____[1]

_____ _____

**Date** **Department Head**

**Extraordinary Annual Bonus:**

The City Manager may, with a recommendation from the Department Head, 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 of 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 Manager shall not be subject to the grievance process.

Recommendation for extraordinary annual bonus:

_____ I am recommending this employee for extraordinary annual bonus (attach detail of recommendation)

_____ I am not recommending this employee for extraordinary annual bonus

_____ _____

**Department Head** **Date**

Based on the recommendation of the department head, this employee is granted an extraordinary bonus of ____%.

_____ _____

**City Manager** **Date**

[1] **Merit Pay Calculation:** Total points divided by 100 X 4.0 = Percentage salary increase. Example: 93 points divided by 100 = .93 X 4.0 = 3.72% salary increase. Note: Employees' receiving less than 33 total points will receive no salary increase. Maximum is.0% in merit pay.