

**CITY OF ROCHESTER**  
**NOTICE of PUBLIC MEETING:**  
***FINANCE COMMITTEE***

**Meeting Information**

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**Date:** July 13, 2021  
**Time:** 6:30 P.M.  
**Location:** City Council Chambers  
31 Wakefield Street  
Rochester, New Hampshire

**Agenda**

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- 1. Call to Order**
- 2. Acceptance of Minutes-June 8, 2021-Pg. 2**
- 3. Public Input**
- 4. Unfinished Business-None**
- 5. New Business-**
  - 5.1.1** Fire Department CIP-Living Quarters Upgrade. Pg. 5
  - 5.1.2** Position Changes Patron Services Supervisor & Legal Assistant II. Pg. 7
  - 5.1.3** Non Union Merit Plan. Pg. 14

**Reports from Finance & Administration**

- 5.2.1** Monthly Financial Report Summaries June 30, 2021, Pg. 59
  - 5.2.1 (a)** June 30, 2021 Revenues-Pg.61
  - 5.2.1 (b)** June 30, 2021 Expenses-Pg.63

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- 6. Other**
- 7. Adjournment**

Finance Committee

Meeting Minutes

Meeting Information

Date: June 8, 2021

Time: 6:30 P.M.

Location: Council Chambers, 31 Wakefield Street

**Committee members present:** Mayor McCarley, Deputy Mayor Lauterborn, Councilor Walker, Councilor Gray, Councilor Bogan, and Councilor Hamann.

**City staff present:** Finance Director Katie Ambrose, Deputy Finance Director Mark Sullivan.

**Others present:** Ray Barnett, resident.

Agenda & Minutes

**1. Call to Order**

Mayor McCarley called the Finance Committee meeting to order at 6:30 PM. Deputy City Clerk Cassie Givara took a silent roll call. All members were present except for Councilor Jean, who was excused.

**2. Acceptance of Minutes-April 13, 2021**

Councilor Lauterborn **MOVED** to **ACCEPT** the minutes of the April 13, 2021 Finance Committee meeting. Councilor Hamann seconded the motion. The **MOTION CARRIED** by a unanimous voice vote.

**3. Public Input**

Ray Barnett, resident, addressed the committee in regards to the elderly tax exemption and how Rochester's rates relate to other comparable communities. Mr. Barnett also spoke about salaries and merit increases for City staff.

**4. Unfinished Business-None**

No discussion.

**5. New Business-**

### 5.1 Elderly Exemptions-Discussion

Mayor McCarley referenced a memo distributed by Chief Assessor Jon Rice in regards to the current elderly exemption limits and when they had been adopted by City Council. Mayor McCarley stated that the Chief Assessor is looking for guidance on whether the City wanted to remain at the current exemption level or reevaluate.

Councilor Lauterborn stated that it is important to review these levels every few years; however they had been reviewed and raised two years ago in order to make Rochester more competitive with neighboring communities and there was no need currently to readjust the rates.

### 5.2 School Building Capital Reserve Fund Transfer Authorization

Mayor McCarley advised the committee that action was needed in order to direct the full Council to transfer \$844,000 from the School Capital Reserve fund into the School Department FY22 revenue account.

Councilor Lauterborn asked if this was a routine motion which occurs regularly. Mayor McCarley stated that this transfer has been occurring annually since 2016. The amount was included in the budget process which was just completed by City Council and had been included in the school department's budget calculations. Councilor Lauterborn **MOVED** to recommend to full Council the transfer of \$844,000 from the school capital reserve fund into the school department FY22 revenue account. Councilor Walker seconded the motion. Finance Director Ambrose summarized the process and stated that the transfer is not able to occur without authority from the Finance Committee and minutes reflecting the approval.

Councilor Gray asked for clarification on where the amount being transferred originated and how the school department surplus from the prior year would come into play. Mayor McCarley stated that the school department did not have a surplus in the prior fiscal year to add to their capital reserve fund. The transfer in question is unexpended funds from two years prior, although the school department had not asked for it to be transferred until now. She said that in the past, the school department has used these funds as revenues to help with debt service.

Finance Director Ambrose gave an outline of how this figure was calculated. Mayor McCarley said that in the past when there have been surplus funds at the end of the fiscal year being returned back to the City, the City has allowed for up to half of these funds to be placed in the School Department's Capital Reserve Fund. The City Council then needs to authorize the transfer of money from this Capital Reserve Fund to be placed into the school's operating budget for use.

Councilor Gray asked if the School Department were to receive a supplemental appropriation during the year, if that money would effect this money being transferred. Mayor McCarley confirmed that the school's supplemental appropriations are attached to specific projects and therefore would not be associated with the capital reserve fund nor would it effect this calculation.

Councilor Walker asked for clarification on where this \$844,000 was going. Finance Director Ambrose stated that it was being used for debt service for capital items. Councilor Gray said that it would go into the Capital Reserve Fund, and although it has been used in the past to reduce debt service, it is the school department's decision on how these funds will be used. The **MOTION CARRIED** by a unanimous voice vote.

## **Reports from Finance & Administration**

### **5.2.1 Monthly Financial Report Summaries May 31, 2021**

#### **5.2.1 (a) May 31, 2021 Revenues**

#### **5.2.1 (b) May 3, 2021 Expenses**

Deputy Finance Director Sullivan stated that the non-property tax revenues such as motor vehicles, building permits and waste management fees are remaining strong. The only "soft" area is interest income. Expenses are trending 5% under budget. Councilor Gray asked for the report of unpaid taxes which is normally distributed around this time of year. Deputy Sullivan confirmed he could get this report to the committee.

## **6. Other**

Finance Director Ambrose gave a reminder of the low and moderate income homeowner's property tax relief program. She stated that information and the application form (DP-8) can be found at [revenue.nh.gov](http://revenue.nh.gov) or by calling (603) 203-5001. The deadline to file in June 30<sup>th</sup>. Information is also available on the City of Rochester Assessing page.

## **7. Adjournment**

Councilor Walker **MOVED** to **ADJOURN** the Finance Committee meeting at 6:51 PM. Councilor Lauterborn seconded the motion. The **MOTION CARRIED** by a unanimous voice vote.

Respectfully Submitted,

Cassie Givara  
Deputy City Clerk

# FINANCE COMMITTEE

## Agenda Item

**Agenda Item Name:** Fire Department Central Station Living Quarters Replacement

**Date Submitted:** 7-6-21

**Name of Person Submitting Item:** Mark Sullivan Deputy Finance Director

**E-mail Address:** mark.sullivan@rochesternh.net

**Meeting Date Requested:** 7-13-21

**Issue Summary Statement:** In the FY22-FY26 Capital Improvements six year plan the Fire Department entered a project for Living Quarters Replacement of \$250,000 (see attached). The Fire Department entered this project with the intentions of being an FY22 project. However, the project was mistakenly entered as an FY23 project with funding listed as FY22. The CIP database returned an error on this project as the funding date was earlier than the start date.

The error was caught during final reconciliation and funding removed from the FY22 CIP Project Schedule and Resolution because it was assumed the project was intended to be for FY23. Due to the late reconciliation there was no follow up discussion with Fire Department on the start date entered of FY23.

Fire Department is seeking this project be added as an FY22 Supplemental Appropriation with funding source as bond. Fire Department will present the arguments for the need of this project.

**Recommended Action:** Endorse FY22 Supplemental Appropriation request based on Fire Departments explanation of project priority.

# City of Rochester, New Hampshire

## CAPITAL PROJECT REQUEST FORM

Fiscal Year  
Start = FY23

Capital Improvements for Fiscal Years 2022 - 2027

Request Type:

☒ New

☐ Continuation

<b>Department:</b> Fire Department	<b>FY Start:</b> FY23	<b>Project Title:</b> Fire Station Living Quarters Replacement	
	<b>Project #:</b> FY22-FIR-23		
<b>Type of Project:</b> Other		<b>Expected Useful Life:</b> 7Years	<b>Status:</b> City Manager Proposed
<b>Location:</b> Central Fire Station		<b>Total Project Cost:</b> \$250,000	
		<b>Current FY Cost:</b> \$250,000	
<b>Project Priority or Need:</b> Essential		<b>Anticipated Funding Source(s):</b> Bond: City/School	
<b>General Description:</b> <p>A complete rehab of Central Fire Station. Central Station is almost 50 years old (2025). Bedrooms, bathrooms, kitchen and staff offices need to be updated.</p>			
<b>Justification:</b> <p>Due to Covid -19 firefighters sharing bedrooms, multiple beds in one room. Turned Library/Study into bedroom for separation. Need to make single rooms for privacy. Potential of having male and female firefighters rooming together Central Station is a public building that is non-ADA (Americans Disability Act) compliant with no elevator. A new design will better utilize the space without building a new station.</p>			
<b>Relationship to Other Projects:</b> <p>Gonic Kitchen and flooring update FY20</p>			
<b>Implications of Deferring Project:</b>			
<div style="border: 1px solid black; padding: 2px; display: inline-block;">Funding FY22</div>			

Project Components	FY22	FY23	FY24	FY25	FY26	FY27	Six Year Tot
Buildings Improvements	\$250,000	\$0	\$0	\$0	\$0	\$0	\$250,000
Totals	\$250,000	\$0	\$0	\$0	\$0	\$0	\$250,000

Funding Sources	FY22	FY23	FY24	FY25	FY26	FY27	Six Year Tot
Bond: City/School	\$250,000	\$0	\$0	\$0	\$0	\$0	\$250,000
Totals	\$250,000	\$0	\$0	\$0	\$0	\$0	\$250,000

# FINANCE COMMITTEE

## Agenda Item

**Agenda Item Name:** Position Changes: Patron Services Supervisor & Legal Assistant II

**Date Submitted:** July 6, 2021

**Name of Person Submitting Item:** Katie Ambrose, Deputy City Manager/Director of Finance & Administration

**E-mail Address** [kathryn.ambrose@rochesternh.net](mailto:kathryn.ambrose@rochesternh.net)

**Meeting Date Requested:** July 13, 2021

**Issue Summary Statement:** The Personnel Advisory Board has recommended the elimination of the Legal Assistant II position and to change the title of Legal Assistant I to Legal Assistant. This recommendation is based on the shift of some Legal Assistant II functions to the now full time Victim/Witness Advocate position, which has resulted in the same essential functions for the Legal Assistant I and Legal Assistant II positions.

The Personnel Advisory Board has also recommended the creation of a Patron Services Supervisor at pay grade 12 for the Library. Director Lejeune will present on this new position and its context within the Library's reorganization.

**Recommended Action:** Recommend to City Council the creation of the Patron Services Supervisor position at pay grade 12 and elimination of the Legal Assistant II position.

**Personnel Advisory Board  
June 28, 2021 – 4:30PM  
Via MS TEAMS**

**Members present:**

Joanne Sylvain  
David Dubois

**Members absent:**

None

**Others Present:**

Diane Hoyt, Human Resource Manager  
Marie Lejeune, Library Director

Review and recommendation of:

1. New Position due to Library reorganization - Patron Services Supervisor –  
David Dubois **moved** to recommend approval of position at pay grade 12.  
Joanne Sylvain **seconded** the motion. The **motion carried** by a  
unanimous vote.
2. Elimination of position – Legal Assistant II -  
Joanne Sylvain **moved** to recommend elimination of position. David  
Dubois **seconded** the motion. The **motion carried** by a unanimous vote.

Meeting adjourned at 4:50 PM.





## *City of Rochester, New Hampshire*

FINANCE OFFICE

31 Wakefield Street • Rochester, NH 03867

(603) 335-7603

[www.RochesterNH.net](http://www.RochesterNH.net)

Human Resources  
Payroll Administration

To: Personnel Advisory Board  
Joanne Sylvain, David Dubois

From: Diane Hoyt, Human Resource Manager

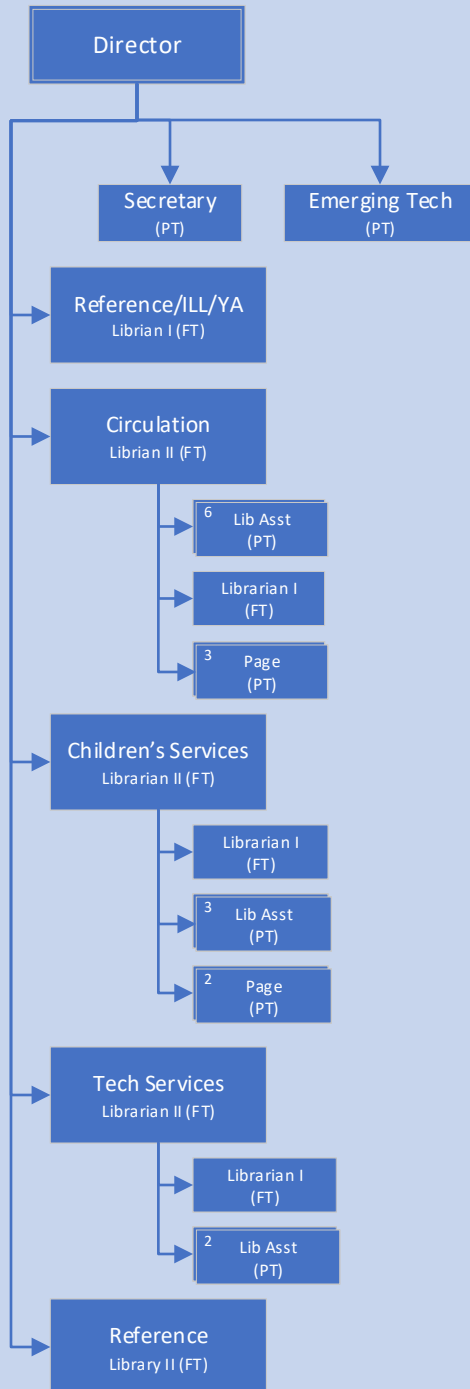
RE: Personnel Advisory Board Meeting

There will be a Personnel Advisory Board meeting on Monday, June 28, 2021 at 4:30pm through MS Teams.

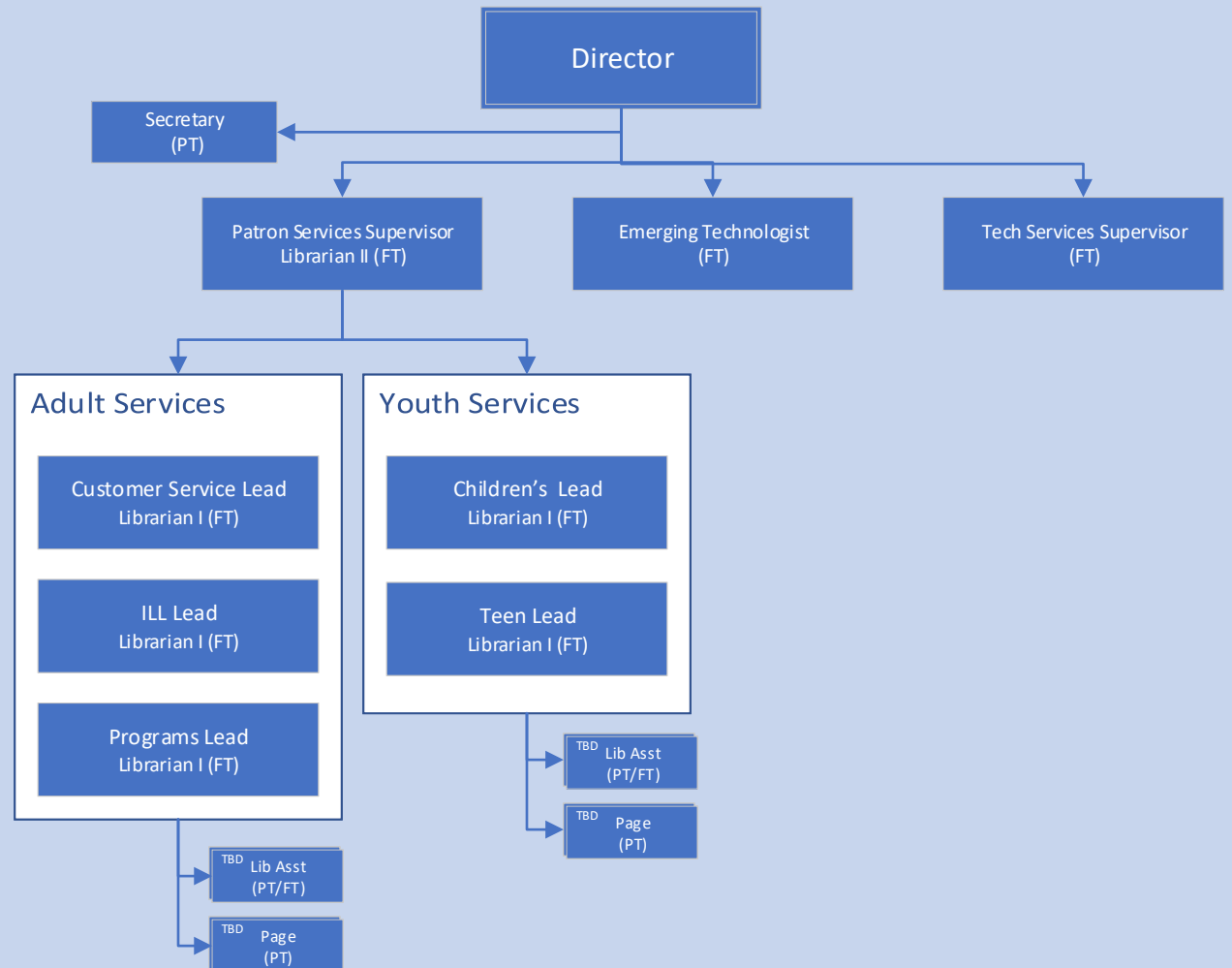
### NON-PUBLIC AGENDA (per RSA 91-A:3,II)

1. Review and recommendation of new classification. New position is due to a reorganization of the Library.
  - Patron Services Supervisor; recommended pay grade 12; \$62,337 to \$83,990.
2. Changes to support positions in the Legal department. After a thorough review of the support position in the Legal Department, we have found that the Legal Assistant I and II are responsible for the same essential functions in support of the prosecution office. This is primarily due to the shifting of some of the Legal Assistant II functions to the Victim/Witness Advocate position which was recently changed to a full-time status. Based on this change, the recommendation is to:
  - Change Legal Assistant I to Legal Assistant (no change in grade or essential functions).
  - Delete Legal Assistant II

## Current



## Proposed



## **PATRON SERVICES SUPERVISOR**

### **STATEMENT OF DUTIES**

The Patron Services Supervisor is responsible for professional, administrative, and supervisory work in planning, organizing, coordinating, and administering of patron services, and all other related work as required.

### **SUPERVISION**

Works under the administrative direction of the Library Director. Performs highly responsible work requiring the frequent exercise of leadership, independent judgement, and initiative in overseeing Patron Services.

Directly supervises Lead Librarians and indirectly supervises patron services staff.

### **JOB ENVIRONMENT**

Work is performed under typical office and library conditions: work environment is quiet to moderately noisy, may be required to work outside of normal business hours.

Operates library computers, and all other standard office and library equipment.

Makes frequent contacts with other libraries, professional organizations, civic groups and the public, requiring the ability to influence actions and resolve problems; meets with other city and school departments; contacts are by phone, in person, and in writing.

Has access to department-related confidential information, including personnel records.

### **ESSENTIAL FUNCTIONS**

The essential functions or duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

Oversees Point of Service (POS) desks.

- Sets Staff schedules/work hours.
- Staff performance of circulation duties including checking out and renewing materials; issuing and updating library cards and other circulation related procedures/policies.
- Resolves a wide range of patron and staff issues using conflict resolution techniques.
- Performs performance evaluations in conjunction with Lead Managers.
- Assists in recruitment, selection, and training of new employees.

Supervises Collection Development.

- In conjunction with Lead Managers, is responsible for the selection of new library materials.
- Works with Lead Managers to evaluate and weed the collection.

Coordinates Community Outreach and Programming.

- Works with staff to develop, market and implement new programs or services, focusing on interdepartmental cooperation.
- Represents the Library in the community, participating in community events and working with community organizations.

Provides Support to the Library Director.

- Works with the Director in evaluating and updating existing policies and developing new policies as needed.
- Participates in long-range planning process for the library, including recommending changes or improvements and developing new types of services and operations.
- Participates in and recommends personnel actions such as promotions and disciplinary actions.
- Serves as Library Director during absence of Director, handling personnel, patron and building issues.
- Prepares and makes presentations to staff, administration, Board of Trustees, or community groups as needed. (LIASON FUNCTION)

Performs other duties as assigned by the Director or required by the needs of the Library.

## **EDUCATION AND EXPERIENCE**

Bachelor's Degree required. Five years of progressively responsible experience in professional library work, including three years of administrative and supervisory responsibility at a public library. Master's Degree preferred.

## **KNOWLEDGE, ABILITIES AND SKILLS**

Demonstrated knowledge of Library Science and library services, policies, and procedures. Knowledge of library programs and services, basic reference skills, and research techniques. Familiarity with publisher and vendor practices. Working knowledge of general management practices, including budgeting and personnel management. Ability to train, supervise, and evaluate employees. Where disciplinary action is indicated, works with the Library Director to follow contractual disciplinary procedures. Ability to research information for a wide variety of Library users, communicate effectively with others orally and in writing, and create goals and provide leadership for the Department.

## **PHYSICAL REQUIREMENTS**

Work is performed in an office setting, subject to quiet to moderate noise. Up to one-third of the time is spent standing, walking, sitting, stooping or reaching with hands and arms. Up to two-thirds of the time is spent using hands to finger, handle or feel, talk or listen. Frequently the incumbent will lift up to 10 pounds, occasional lifting is required up to 30 pounds. Specific vision requirements include close vision and the ability to adjust focus.

## Non Union Classification Schedule

Grade	Position Title
1	Library Page
2	No positions in this grade.
3	Community Center Attendant
4	Custodian (part-time)
5	No positions in this grade.
6	<b>Legal Assistant-I</b>
7	No positons in this grade.
8	Victim/Witness Advocate
8	Library Emerging Technologies Specialist
8	<b>Legal Assistant II</b>
9	Payroll/Human Resource Specialist
9	Executive Secretary
10	Accountant I
10	Executive Assistant
11	Public Information & Community Engagement Manager
12	Accountant II
12	<b>Patron Services Supervisor</b>
13	Solutions Architect
13	Police Lieutenant
14	Deputy Finance Director/Deputy Treasurer
14	Police Captain
15	Human Resource Manager
16	Deputy City Attorney
16	Deputy Police Chief
17	Chief Information Officer (CIO)
17	Director of Finance (inactive position)
18	Fire Chief
18	Chief of Police
18	City Attorney
18	Deputy City Manager - Community Development (inactive)
18	Deputy City Manager - Finance & Administration
18	Director of City Services

# FINANCE COMMITTEE

## Agenda Item

**Agenda Item Name:** Proposed Amendments to Non-Union Merit Plan & Non-Union Employment Policy Handbook

**Date Submitted:** July 6, 2021

**Name of Person Submitting Item:** Katie Ambrose, Deputy City Manager/Director of Finance & Administration

**E-mail Address** [kathryn.ambrose@rochesternh.net](mailto:kathryn.ambrose@rochesternh.net)

**Meeting Date Requested:** July 13, 2021

**Issue Summary Statement:** The non-union classification and compensation plan was approved by City Council at the May 4, 2021 meeting. Following this approval, the Non-Union Merit Plan & Non-Union Employment Policy Handbook documents need to be amended to reflect these changes. Additional amendments are also proposed to reflect changes in recent years, such as the creation of new positions. The City Manager has provided his proposed amendments accordingly.

**Recommended Action:** Recommend to City Council approval of the proposed amendments.



*City of Rochester, New Hampshire*  
OFFICE OF THE CITY MANAGER  
31 Wakefield Street • Rochester, NH 03867  
(603) 332-1167  
[www.RochesterNH.net](http://www.RochesterNH.net)



To: Mayor Lauterborn and Rochester Finance Committee  
From: City Manager Cox  
Date: July 2, 2021  
Subject: Proposed Amendments to Merit Plan & Non-Union Employment Policy Handbook

Pertinent **Charter** Provision:

**Section 60 Rules and Regulations** - *The first City Manager under this Charter shall draft and submit to the City Council within one year after assuming office, a set of rules and regulations which shall become effective three months after its submission unless vetoed by the City Council within that period, providing for the establishment of a merit system of personnel administration and for the implementation of such portions of that system as are prescribed by this Charter. The rules and regulations shall include provisions with regard to classification, compensation, selection, training, promotion, discipline, vacations, and any other matters necessary to the maintenance of the efficient service and the improvement of working conditions. The rules and regulations shall continue in force subject to amendments submitted from time to time by the City Manager which shall become effective upon majority vote of the City Council. City Council shall vote within 60 days of amendment submittal. Until the first set of such rules and regulations becomes effective, the City Manager may establish temporary rules and regulations.*

As you are aware, there are eight collective bargaining agreements (CBAs) that determine the terms of employment for the majority of our City employees. Those employees that are non-unionized and therefore not covered by these CBAs are covered by the “rules and regulations” stipulated by the Charter provision above. These rules and regulations are comprised of two documents– (1) Classification, Compensation, Merit and Evaluation Plan and (2) Non-Union Employment Policy Handbook. I have attached copies of these documents.

As a result of new positions created/approved by the City Council in the past several years that have not yet been added to these documents, changes recommended by the non-union wages & classification study adopted by the City Council in the fiscal year 2022 budget as well as recent amendments adopted by the City Council in three CBAs incorporating a Merit Track system, I am hereby recommending the following amendments be made in the two documents that govern the terms of employment for our non-union employees. These have been detailed below (green text depicts amendments).

## Classification, Compensation, Merit and Evaluation Plan

A. On the cover page, alter the table of contents as follows:

Section 1: Description	
Section 2: <del>Classification Plan</del>	<b>Position Titles and Pay Grades</b>
Section 3: <del>Pay Plan</del>	<b>Merit Track Process</b>
Section 4: <del>Merit Plan</del>	<b>Merit Track Schedule</b>
Section 5: Evaluation Forms	

B. Section 2: **Position Titles and Pay Grades** –

Current Grade	Proposed Grade	Position Title
1		Library Page
2		(no positions in this grade)
	<b>3</b>	<b>Community Center Attendant</b>
3	<b>4</b>	Custodian (part time)
4	<b>6</b>	Legal Assistant I
5		Lead Custodian (inactive position)
6	<b>8</b>	Legal Assistant II
	<b>8</b>	<b>Victim/ Witness Advocate</b>
	<b>8</b>	<b>Library Emerging Technologies Specialist</b>
7		Financial Analyst (inactive position)
7	<b>9</b>	Payroll/ Human Resource Specialist
8	<b>9</b>	Executive Secretary
9	<b>10</b>	Accountant I
9	<b>10</b>	Executive Assistant
10		Deputy Assessor (inactive position)
11		DPW Operations Manager (inactive position)
11		Assistant City Engineer
	<b>11</b>	<b>Public Information &amp; Community Engagement Manager</b>
	<b>12</b>	<b>Accountant II</b>
	<b>12</b>	<b>Police Sergeant – part time (Police Commission)</b>
	<b>13</b>	<b>Solutions Architect</b>
13	<b>15</b>	Human Resource Manager
13	<b>14</b>	Police Lieutenant ( <b>Police Commission</b> )
	<b>14</b>	<b>Deputy Chief Information Officer</b>
14		Deputy Finance Director/ Deputy Treasurer
	<b>16</b>	<b>Deputy City Attorney</b>
14	<b>15</b>	Police Captain ( <b>Police Commission</b> )
16		Deputy Police Chief ( <b>Police Commission</b> )
17		Director of Finance (inactive position)
17	<b>17</b>	<b>Chief Information Officer</b>
18		Director of City Services



18	18	Fire Chief
18		Chief of Police ( <b>Police Commission</b> )
18		City Attorney
18		Deputy City Manager – Community Development (inactive position)
18		Deputy City Manager – Finance & Administration
19		(no positions in this grade)

- C. Section 3 currently contains a Pay Plan that stipulates a range of Minimum and Maximum hourly rates for the Grade that a position is placed in. Wage adjustments are determined based upon 0% - 4% merit pay adjustment determinations within these ranges. I recommend that Section 3 be amended to stipulate the following:

### Section 3 – Merit Track Process

Effective July 1, 2021, employees shall be placed on the Section 4 Merit Track Schedule by the City Manager taking into consideration their fiscal year 2021 pay rate. Thereafter, non-police/ non-sworn employees may advance on the Merit Track one increment effective the first full pay period that includes their anniversary date of hire if approved by the City Manager as set forth below.

Non-police/ non-sworn employees - employees that receive less than a 5% increase on July 1, 2021 will be eligible for a Merit Track advancement effective the first full pay period that includes their anniversary date of hire or, in the case of an employee that has been promoted, their date of promotion. Thirty (30) days prior to the employee's date of hire anniversary date, the employee's Supervisor/ Department Manager shall complete a draft evaluation of said employee. The evaluation shall utilize the evaluation instrument attached as Exhibit A. The Supervisor/ Manager shall meet with each employee at least 15 days prior to the anniversary date of hire to discuss the evaluation. The Manager shall thereafter fill out a Merit Track Advancement Worksheet based upon the written evaluation, the employee's personnel file and such other relevant information to determine a recommendation to the City Manager for Merit Track advancement of one increment. Employees that do not receive a score of 70 or greater shall not be recommended for Merit Track advancement. The Manager shall make his/ her

recommendation to the City Manager no later than seven (7) days after the employee's anniversary date of hire.

Any employee that is denied Merit Track advancement, may request a re-evaluation anytime between 90 and 120 days after their date of hire anniversary date. If the City Manager, in consultation with the employee's Manager, agrees that a significant improvement has been made in the employee's performance since the original evaluation was completed, the City Manager may award a Merit Track advancement. Any such adjustment will be effective on the date of the City Manager's decision and shall not be retroactive.

Any employee that is denied a Merit Track Advancement shall be placed on a formal performance improvement plan drafted by the Manager and approved by the City Manager.

Once an employee reaches the top of the pay range, he/ she may be eligible for a 2% “top of range” lump sum payment with a score of 70 or more on the Merit Track Advancement worksheet. This payment shall not be added to the employee’s base wages.

The City Manager may, upon the recommendation of the Department Manager, award up to a 2% annual bonus for extraordinary service to the City of Rochester or to its taxpayers. This bonus shall not be added to the employee’s base wages.

Employees hired on or after July 1, 2021 will be placed on the Merit Track Schedule by the City Manager based upon qualifications and experience.

**Police Sworn Personnel** - For police sworn employees under the purview of the Police Commission (as noted in Section 2), hourly wage adjustments are at the discretion of the Police Commission.

D. Section 4: Merit Track Schedule

GRADE	1	2	3	4	5	6	7	8	9	10	11	12
1	11.13	11.44	11.75	12.07	12.40	12.74	13.09	13.45	13.82	14.20	14.59	14.99
2	12.58	12.93	13.29	13.66	14.04	14.43	14.83	15.24	15.66	16.09	16.53	16.98
3	14.22	14.61	15.01	15.42	15.84	16.28	16.73	17.19	17.66	18.15	18.65	19.16
4	15.64	16.07	16.51	16.96	17.43	17.91	18.40	18.91	19.43	19.96	20.51	21.07
5	17.20	17.67	18.16	18.66	19.17	19.70	20.24	20.80	21.37	21.96	22.56	23.18
6	18.92	19.44	19.97	20.52	21.08	21.66	22.26	22.87	23.50	24.15	24.81	25.49
7	20.81	21.38	21.97	22.57	23.19	23.83	24.49	25.16	25.85	26.56	27.29	28.04
8	22.06	22.67	23.29	23.93	24.59	25.27	25.96	26.67	27.40	28.15	28.92	29.72
9	23.38	24.02	24.68	25.36	26.06	26.78	27.52	28.28	29.06	29.86	30.68	31.52
10	24.78	25.46	26.16	26.88	27.62	28.38	29.16	29.96	30.78	31.63	32.50	33.39
11	26.76	27.50	28.26	29.04	29.84	30.66	31.50	32.37	33.26	34.17	35.11	36.08
12	29.97	30.79	31.64	32.51	33.40	34.32	35.26	36.23	37.23	38.25	39.30	40.38
13	33.57	34.49	35.44	36.41	37.41	38.44	39.50	40.59	41.71	42.86	44.04	45.25
14	36.26	37.26	38.28	39.33	40.41	41.52	42.66	43.83	45.04	46.28	47.55	48.86
15	39.16	40.24	41.35	42.49	43.66	44.86	46.09	47.36	48.66	50.00	51.38	52.79
16	42.29	43.45	44.64	45.87	47.13	48.43	49.76	51.13	52.54	53.98	55.46	56.99
17	45.67	46.93	48.22	49.55	50.91	52.31	53.75	55.23	56.75	58.31	59.91	61.56
18	49.32	50.68	52.07	53.50	54.97	56.48	58.03	59.63	61.27	62.95	64.68	66.46

E. Section 5: Evaluation Forms

- a. Evaluation Form & Merit Track Advancement Worksheet – Supervisory: **Exhibit A**
- b. Evaluation Form & Merit Track Advancement Worksheet – Non-Supervisory: **Exhibit B**

**Non-Union Employment Policy Handbook**

Article IV, Section 3: COMPENSATION ADJUSTMENT

The compensation of each employee shall be reviewed annually by his/her department head, or by the City Manager in the case of department heads, to determine if an increase in pay is to be made in accordance with the ~~established City's Merit Pay Plan~~ Classification, Compensation, Merit and Evaluation Plan for non-union employees. Any increase in pay will be based upon and in conjunction with the employee's annual performance evaluation. ~~Performance evaluations for all non-union employees must be completed and reviewed with individual employees by May 15 of each fiscal year. All performance based pay increases will be effective on the first pay period in July of each fiscal. New employees hired after February 1 shall not be entitled to a wage increase on the first July 1 subsequent to their hiring.~~ The pay schedule of wages paid to employees shall be governed by the ~~Pay Plan of the City of Rochester~~ Classification, Compensation, Merit and Evaluation Plan, which may be upgraded from time to time by the City Council ~~in conjunction with the annual budget.~~ As a rule, upgrades in the Pay Plan shall be guided by the increases in the ~~Boston-Brockton-Nashua, MA-NH-ME-CT All Items 1982-84=100 (R)-Revised (CPI-U)~~ consumer price index for wages.

Any merit salary increase so awarded shall be based upon a rating of employees by their superior using a systematic and formal evaluation process. ~~Performance found to be meritorious shall be certified by the supervisor and a pay adjustment made in accordance with the Merit and Pay Plan.~~

**Section 3a: ~~COMPENSATION ADJ. – TOP OF GRADE PAY MERIT PAY~~**

Employees at the top of their pay grade are eligible for a lump sum merit pay adjustment of up to 2.0% per year. This merit adjustment shall be awarded under the same provisions of merit pay within the pay grade ranges laid out in Article VI, Section 3 above. This merit pay increase will not add to the base pay or the grade pay range of an employee for purposes of calculating any pay related benefits and is at the discretion of the City Manager.

Attachments: Exhibit A

Exhibit B

Classification, Compensation, Merit And Evaluation Plan For The City of Rochester, NH  
10/8/2015

Non-Union Employment Policy Handbook 10/16/2018

**Exhibit A**  
**City of Rochester, NH**

**Supervisory Employee Performance Appraisal Form**

Employee Name: \_\_\_\_\_

Position Title: \_\_\_\_\_

Department and Supervisor: \_\_\_\_\_

Appraisal Period: From \_\_\_\_\_ To \_\_\_\_\_

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.

|

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|

**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. Management Effectiveness**

Demonstrates ability to train, supervise and direct staff to complete assigned duties in an accurate, timely, courteous and cost-effective manner.

**Performance Rating:**    ~~0~~      C      FC      NI      U

*Examples and Comments:* \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**b. Communications**

Demonstrates the ability to clearly and effectively communicate orally and in writing with customers, subordinates, peers and supervisors.

**Performance Rating:**    ~~0~~      C      FC      NI      U

*Examples and Comments:* \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**c. Job Knowledge and Skills**

Understanding of job responsibilities and skill in performing job (based on relative length of service).

**Performance Rating:**    ~~0~~      C      FC      NI      U

*Examples and Comments:* \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**d. 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:**    ~~0~~      C      FC      NI      U

*Examples and Comments:* \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**e. Dependability/Attendance**

Conscientiousness in performing job duties; reliability; attendance and punctuality.

**Performance Rating:**    ~~0~~    C    FC    NI    U

*Examples and Comments:* \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**f. 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:**    ~~0~~    C    FC    NI    U

*Examples and Comments:* \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**g. 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:**    ~~0~~    C    FC    NI    U

*Examples and Comments:* \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**h. Courtesy and Service Quality**

Demonstrated respect and courtesy shown to members of the public, customers, colleagues and supervisors; commitment to providing consistent quality service.

**Performance Rating:**    ~~0~~    C    FC    NI    U

*Examples and Comments:* \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**i. Other important performance factors for Employee's position**

*Describe:* \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Performance Rating:**    ~~0~~    C    FC    NI    U

*Examples and Comments:* \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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**D. 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:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

**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.

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**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.

---



---



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**G. Future Goals:**

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

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

**H. Overall Performance Rating**

Performance Rating: ☒ C ☐ FC ☐ NI ☐ U

Examples and Comments: \_\_\_\_\_

---



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**H. Acknowledgment and Signatures**

**Supervisor:** I discussed this performance appraisal with him/her on \_\_\_\_\_

\_\_\_\_\_  
**Signature** **Date:** \_\_\_\_\_

**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.

\_\_\_\_\_  
**Signature** **Date:** \_\_\_\_\_

**Acknowledgement:**

**Department Head:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**City Manager:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**CITY OF ROCHESTER**

MERIT PAY WORKSHEET

Employee Name: \_\_\_\_\_

Appraisal Period: From \_\_\_\_\_ To \_\_\_\_\_

- |   |  |
|---|--|
| a. Management Effectiveness (Maximum of 10 points)  | Rating: _____ Points: _____            |
| b. Communications (Maximum of 10 points)  | Rating: _____ Points: _____            |
| c. Job Knowledge and Skills (Maximum of 15 points)  | Rating: _____ Points: _____            |
| d. Quality of Work (Maximum of 15 points)   | Rating: _____ Points: _____            |
| e. Dependability/Attendance (Maximum of 15 points)  | Rating: _____ Points: _____            |
| f. Policy & Procedures (Maximum of <del>5</del> 10 points)  | Rating: _____ Points: _____            |
| g. Cooperation, Initiative and Teamwork (Maximum of 10 points)  | Rating: _____ Points: _____            |
| h. Courtesy and Service Quality (Maximum of <del>10</del> 15 points)  | Rating: _____ Points: _____            |
| <del>i. Other important performance factors for Employee's position<br/>(Bonus: Maximum of 10 points)</del> | <del>Rating: _____ Points: _____</del> |

SCORING KEY:	10 point scale	15 point scale
COMMENDABLE (C)	10	15
FULLY COMPETENT (FC)	7.5	11.25
NEEDS IMPROVEMENT (NI)	4	6
UNSATISFACTORY (U)	0	0

Merit Pay Increase

Total Points Awarded \_\_\_\_\_ Merit Track Advance\*: Yes \_\_\_\_\_ No \_\_\_\_\_

\_\_\_\_\_  
Department Head

\_\_\_\_\_  
Date

Approved:

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Date

\*Merit Track advancement for total points of 70 or above.

**Exhibit B**  
**City of Rochester, NH**

**Non-Supervisory Employee Performance Appraisal Form**

Employee Name: \_\_\_\_\_

Position Title: \_\_\_\_\_

Department and Supervisor: \_\_\_\_\_

Appraisal Period: From \_\_\_\_\_ To \_\_\_\_\_

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.

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**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:**    ~~⊖~~       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:**    ~~⊖~~       C       FC       NI       U

*Examples and Comments:* \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**c. Dependability/Attendance**

Conscientiousness in performing job duties; reliability; attendance and punctuality.

**Performance Rating:**    ~~⊖~~       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:**    ~~⊖~~       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:**    ~~Θ~~      C      FC      NI      U

*Examples and Comments:* \_\_\_\_\_

\_\_\_\_\_

**f. Courtesy and Service Quality**

Demonstrated respect and courtesy shown to members of the public, customers, colleagues and supervisors; commitment to providing consistent quality service.

**Performance Rating:**    ~~Θ~~      C      FC      NI      U

*Examples and Comments:* \_\_\_\_\_

\_\_\_\_\_

~~**g. Other important performance factors for Employee's position**~~

~~Describe:~~ \_\_\_\_\_

~~\_\_\_\_\_~~

~~**Performance Rating:**    ~~Θ~~      C      FC      NI      U~~

~~*Examples and Comments:*~~ \_\_\_\_\_

~~\_\_\_\_\_~~

**D. 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:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

**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.*

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---

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**G. Future Goals:**

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

1. 

---
2. 

---
3. 

---
4. 

---

**H. Overall Performance Rating**

Performance Rating:    **⓪**      **C**      **FC**      **NI**      **U**

Comments: 

---

---

---

**H. Acknowledgment and Signatures**

**Supervisor:** I discussed this performance appraisal with employee on 

---

**Signature** 

---

**Date:** 

---

**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.

**Signature** 

---

**Date:** 

---

**City Manager signature:** 

---

**Date:** 

---

**CITY OF ROCHESTER**

**MERIT PAY WORKSHEET**

Employee Name: \_\_\_\_\_

Appraisal Period: From \_\_\_\_\_ To \_\_\_\_\_

- a. Job Knowledge and Skills (Maximum of 15 points) Rating: \_\_\_\_\_ Points: \_\_\_\_\_
- b. Quality of Work (Maximum of 20 points) Rating: \_\_\_\_\_ Points: \_\_\_\_\_
- c. Dependability/Attendance (Maximum of 15 points) Rating: \_\_\_\_\_ Points: \_\_\_\_\_
- d. Policy & Procedures (Maximum of 10~~5~~ points) Rating: \_\_\_\_\_ Points: \_\_\_\_\_
- e. Cooperation, Initiative and Teamwork (Maximum of 20 points) Rating: \_\_\_\_\_ Points: \_\_\_\_\_
- f. Courtesy and Service Quality (Maximum of 10~~15~~ points) Rating: \_\_\_\_\_ Points: \_\_\_\_\_
- ~~g. Other important performance factors for Employee's position  
(Bonus: Maximum of 10 points) Rating: \_\_\_\_\_ Points: \_\_\_\_\_~~

SCORING KEY:	15 point scale	20 point scale
COMMENDABLE (C)	15	20
FULLY COMPETENT (FC)	11.25	15
NEEDS IMPROVEMENT (NI)	6	8
UNSATISFACTORY (U)	0	0

**Merit Pay Increase**

Total Points Awarded \_\_\_\_\_ Merit Track Advance\*: Yes \_\_\_\_\_ No \_\_\_\_\_

\_\_\_\_\_  
Department Head

\_\_\_\_\_  
Date

Approved:

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Date

\*Merit Track advancement for total points of 70 or above.



# **Classification, Compensation, Merit And Evaluation Plan For The City of Rochester, NH**

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Section 2:	Classification Schedule	Page 3
Section 3:	Pay Plan	Page 4
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Section 5:	Evaluation Forms	Page 5

## **Section 1 – Description**

The City of Rochester Compensation and Classification plan is to be used in conjunction with the City's Non-Union Employment Policy Handbook. All references to the Classification Plan, Compensation or Pay Plan and the Merit Plan, and evaluations shall be found in this document.

Evaluation forms found in this document shall be standard for all departments of the City.

<b>Classification Schedule</b>	
<b>Grade</b>	<b>Position Title</b>
<b>1</b>	Library Page
<b>2</b>	No positions in this grade.
<b>3</b>	Custodian (part-time)
<b>4</b>	Legal Assistant I
<b>5</b>	Lead Custodian (inactive position)
<b>6</b>	Legal Assistant II
<b>7</b>	Financial Analyst (inactive position)
<b>7</b>	Payroll/Human Resource Specialist
<b>8</b>	Executive Secretary
<b>9</b>	Accountant I
<b>9</b>	Executive Assistant
<b>10</b>	Deputy Assessor (inactive position)
<b>11</b>	DPW Operations Manager (inactive position)
<b>11</b>	Assistant City Engineer
<b>12</b>	No positions in this grade.
<b>13</b>	Human Resource Manager
<b>13</b>	Lieutenant Prosecutor
<b>13</b>	Police Lieutenant
<b>13</b>	Police Prosecuting Attorney
<b>14</b>	Deputy Finance Director/Deputy Treasurer
<b>14</b>	Police Captain
<b>15</b>	No positions in this grade.
<b>16</b>	Deputy Police Chief
<b>17</b>	Director of Finance (inactive position)
<b>18</b>	Chief of Police
<b>18</b>	City Attorney
<b>18</b>	Deputy City Manager - Community Development (inactive)
<b>18</b>	Deputy City Manager - Finance & Administration
<b>18</b>	Director of City Services
<b>19</b>	No positions in this grade

## Non-Union Pay Plan

### Full and Part-time regular employees

Grade	FY14		FY14 Annual	
	Min	Max	Min	Max
1	9.90	13.31	20,592.00	27,684.80
2	12.87	17.29	26,769.60	35,963.20
3	13.90	18.68	28,912.00	38,854.40
4	15.01	20.17	31,220.80	41,953.60
5	16.21	21.79	33,716.80	45,323.20
6	17.51	23.55	36,420.80	48,984.00
7	18.91	25.42	39,332.80	52,873.60
8	20.42	27.44	42,473.60	57,075.20
9	22.05	29.62	45,864.00	61,609.60
10	23.81	31.99	49,524.80	66,539.20
11	25.71	34.55	53,476.80	71,864.00
12	27.77	37.32	57,761.60	77,625.60
13	29.99	40.29	62,379.20	83,803.20
14	32.39	43.52	67,371.20	90,521.60
15	34.98	47.01	72,758.40	97,780.80
16	37.78	50.77	78,581.40	105,601.60
17	40.80	54.84	84,864.00	114,067.20
18	44.06	59.20	91,644.80	123,136.00
19	47.55	63.94	98,966.40	132,995.20

revised 8/5/2014

## **Section 4 – Merit Plan**

In conjunction with the City's Compensation Plan the merit plan is designed to reward employees that excel in their employment within the City. Meritorious wage increases shall be a direct result of performance using the enclosed evaluation forms.

It is the intent of the City to eliminate Cost of Living Increases (COLA). In lieu of providing, annually, COLA on July 1, and Merit on an employee's anniversary or promotion date, one merit increase will be provided for annually, effective July 1 of each fiscal year. This increase will be Merit based and shall not exceed 4% of the employee's current base wages. In addition, the net aggregate of any and all changes in non-union staff salaries as a result of Merit increases shall not exceed the total amount of funds specifically approved by the City Council for such salary adjustments, and relevant increases, as set forth in the then applicable budget.

Once an employee reaches the top of the pay scale, they may be eligible for a 2.0% top of scale, lump sum adjustment, annually. However, the maximum increase any employee may receive under this Merit Plan in any fiscal year is 4% of current base wages.

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 non-union 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.

## **Section 5 – Evaluations**

5a – Employee self evaluation form

5b – Evaluation form for supervisory employees

5c – Evaluation form for all non-supervisory employees

Salary review recommendation (see 5b and 5c)

# NON-UNION EMPLOYMENT POLICY HANDBOOK

## CITY OF ROCHESTER, NH

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# **EMPLOYMENT POLICY HANDBOOK**

## **CITY OF ROCHESTER, NH**

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### **ARTICLE I**

#### **PURPOSE OF RULES AND REGULATIONS**

It is the purpose of these Rules and Regulations to give effect to the provisions of the Rochester City Charter providing for a Merit Plan for the City of Rochester. These Rules and Regulations shall be applied in accordance with the purposes of the Charter, which are interpreted in the Plan as follows:

1. To provide for the establishment of a merit system of personnel administration.
2. To provide for classification, compensation, selection, training, promotion, discipline, vacations, and any other matters necessary to the maintenance of efficient service and the improvement of working conditions.
3. To provide for a Personnel Advisory Board.

### **ARTICLE II**

#### **AMENDMENT OF RULES**

The City Manager may amend these Rules and Regulations from time to time as deemed suitable and necessary to carry out the provisions of the City Charter by submission of such amendments to the City Council. An amendment shall become effective upon a majority vote of the City Council taken within sixty (60) days of amendment submittal. Written request for re-classification of existing positions or the classification of new positions shall be submitted to the Personnel Advisory Board for review and recommendation to the City Manager. The Board shall make a written recommendation to the City Manager, with a copy submitted to the City Council, within 90 days of the request. Only one (1) request for re-classification, for the same position, shall be considered per year.



## ARTICLE III

### DEFINITIONS

For the purposes of these Rules and Regulations, the following words and terms shall have the meanings indicated below:

**APPOINTING AUTHORITY** shall mean the City Manager or Department Head, who shall have the authority to hire and/or terminate employment of persons in accordance with provisions of the City charter and the Personnel Rules and Regulations.

**CLASSIFICATION PLAN** shall mean the organization of positions into groups or classes on the basis of the duties and responsibilities of the position and the knowledge and skill necessary for adequate performance of the duties of the position.

**DEMOTION** shall mean a change of the employment status of an employee from a position in one class to a position in another class having a lower maximum salary rate.

**PROMOTION** shall mean a change of employment status of an employee from a position to another class having a higher maximum salary rate.

**EMPLOYEE** shall mean a person who has been appointed to a position in the City service in accordance with the Personnel Rules and Regulations.

**FULL-TIME REGULAR EMPLOYEE** shall mean an employee who works thirty-five (35) or more hours per week for twelve (12) or more consecutive calendar months in any job classification established by the City as a regular position.

**PART-TIME REGULAR EMPLOYEE** shall mean an employee who works less than thirty-five (35) hours per week and who is retained to work twelve or more consecutive calendar months in any job classification established by the City as a regular position.

**FULL-TIME TEMPORARY OR SEASONAL EMPLOYEE** shall mean an employee who works thirty-five (35) or more hours per week for less than twelve (12) consecutive calendar months in any job classification established by the City as a seasonal or temporary position.

**PART-TIME TEMPORARY EMPLOYEE** shall mean an employee who works less than thirty-five (35) hours per week for less than twelve (12) consecutive calendar months in any job classification established by the City as a seasonal or temporary position.

**EXEMPT EMPLOYEE** An employee shall be deemed to be exempt if the responsibilities of the position conform to the FLSA regulations governing exempt status employees.

**HOURLY EMPLOYEE** An hourly employee shall be compensated for each hour of work performed at an hourly rate as stipulated in the Pay Plan of the City of Rochester for the particular position and pay step.

**PROBATIONARY PERIOD** a working test period of twelve (12) consecutive months during which a probationary employee is required to demonstrate fitness for the duties of the position to which the employee is appointed.

**PERFORMANCE EVALUATION** An annual or more frequent evaluation of an employee based upon the rating of an employee by a superior(s) relating to work habits, general performance, job accomplishments, and other employment factors and shall include establishment of work expectations to be accomplished for the next performance evaluation.

**ANNIVERSARY DATE** shall mean the date of hire.

**PROMOTION DATE** shall mean the date the employee started his/her present position.

**WORK WEEK** The period between midnight on Sunday to midnight the following Saturday.

**PRIVATE DUTY WORK ASSIGNMENTS** – Work assignments where all wage and benefits costs to the employee's department are reimbursed by a third party on a flat rate or per hour basis.

**PAID TIME OFF (PTO)** – A policy that combines vacation, sick, family sick and personal time off into a single bank of non-cumulative days for employees to use to take paid time off from work. The PTO policy in this handbook applies to exempt employees hired after November 1, 2015.

## **ARTICLE IV**

### **PERSONNEL RULES AND REGULATIONS**

**STATUS OF PRESENT EMPLOYEES:** Any person holding a full-time or part-time regular position of employment in the City's service, upon the adoption of these Rules and Regulations, shall assume the status of the position held, and shall be presumed to have been appointed in accordance

with these Personnel Rules and Regulations and shall retain all benefits accrued as of the adoption of the Rules and Regulations.

**PERSONNEL OFFICER:** The City Manager shall be the Personnel Officer of the City of Rochester except as he may delegate such duties to another specific individual. Further, the City Manager may delegate limited aspects of the personnel function to City officers, Department Heads, or agents of the City. Duties of the Personnel Officer shall be defined as the administration of all Personnel Rules and Regulations contained herein. The Personnel Officer may waive provisions of the Merit Plan when deemed necessary for the proper administration of the plan. The Personnel Officer shall make findings of fact and state the reasoning for the change in provisions, in writing, for each such waiver.

## **ARTICLE V**

### **EMPLOYMENT**

#### **Section 1: ELIGIBILITY**

Employees shall be selected without discrimination as to sex, age, race, color, national origin, creed, religion, political affiliations or handicap from the best qualified persons applying for said employment, preference being given to citizens of the City of Rochester when all other qualifications are equal.

#### **Section 2: SELECTION**

Within the limits of time during which a position must be filled, there shall be as wide a search for qualified candidates as is practicable. The character of this search will vary from position to position, but usually shall include: advertising; allowing at least a seven (7) day application period; internal posting in all departments; posting open employment examinations; contact with State and other appropriate employment offices; and contact with special sources of information in each case.

#### **Section 3: APPOINTMENT**

After completing all procedures as the appointing authority may determine as relevant, necessary, and within the limits of the law, selection shall be made from among those persons who have qualified for appointment.

#### **Section 4: PROMOTION**

Present employees shall be given maximum opportunity for advancement in the service of the City. Present employees shall be given first consideration in filling a vacancy and shall be given training

opportunities to qualify for promotion. It is recognized that from time to time, the good of the service may require that a vacancy be filled from outside the service.

#### **Section 5: PROBATION**

The probationary period shall be regarded as an integral part of the appointment process and shall be utilized for closely observing the employee's work, for securing the most effective adjustment of a new employee to his/her position, and for rejecting any employee whose performance does not meet the required work standards. All original and promotional appointments shall be for a probationary period of not less than twelve (12) consecutive calendar months. At a minimum, each probationary employee shall receive a six (6) month performance evaluation. In cases of original employment by the City, during the probationary period an employee may be dismissed at any time without the right of appeal or hearing in any manner. An employee dismissed during the probationary period from a position to which he/she was promoted, shall be reinstated to his/her former position within six (6) months unless charges are filed and he/she is discharged for cause not related to performance in the promoted position. The provisions of this section shall apply to full-time regular and part-time regular employees.

#### **Section 6: TRAINING**

In order that employees may perform their work more efficiently and be able to qualify for positions of increasing difficulty and responsibility, Department Heads and/or the Personnel Officer shall develop and implement educational training programs, as they deem appropriate.

#### **Section 7: TRANSFER**

If an employee, possessing the qualifications necessary to fill a vacant position within the employ of the City, wishes to be transferred from his/her present department to the department with the vacancy, the employee shall notify the Personnel Officer. Said employee shall be considered for the appointment by the appointing authority in the best interests of the City.

### **ARTICLE VI**

#### **CLASSIFICATION AND COMPENSATION**

##### **Section 1: CLASSIFICATION**

There shall be a Classification Plan for all non-union positions of service in the City. For each class of non-union positions within the City, this Plan shall establish a Class Title, a Statement of Duties, Authority and

Responsibility thereof, and the qualifications necessary or desirable for the satisfactory performance of the duties of said class. The Classification Plan shall be appended to and made a part of the Merit Plan.

## **Section 2: PAY PLAN**

The Personnel Officer shall be responsible for the development and inclusion of a uniform and equitable Pay Plan, which shall consist of minimum and maximum rates of pay for each class of position and such intermediate steps considered necessary and equitable. Salary ranges shall be linked directly with the Classification Plan and shall be determined with due regard to: ranges of pay for other classes; requisite qualifications; prevailing rates of pay for comparable work in other private and public employment within the Rochester area; cost of living factors; suggestions from Department Heads; maintenance and other benefits received by employees; the financial ability of the City; and other economic considerations. Further, all Pay Plans of the City shall take into consideration conditions of merit and seek to reward those employees who have performed meritorious service for the City.

## **Section 3: COMPENSATION ADJUSTMENT**

The compensation of each employee shall be reviewed annually by his/her department head, or by the City Manager in the case of department heads, to determine if an increase in pay is to be made in accordance with the established City's Merit Pay Plan for non-union employee. Any increase in pay will be based upon and in conjunction with the employee's annual performance evaluation. Performance evaluations for all non-union employees must be completed and reviewed with individual employees by May 15 of each fiscal year. All performance based pay increases will be effective on the first pay period in July of each fiscal. New employees hired after February 1 shall not be entitled to a wage increase on the first July 1 subsequent to their hiring. The pay schedule of wages paid to employees shall be governed by the Pay Plan of the City of Rochester, which may be upgraded from time to time by the City Council in conjunction with the annual budget, as a rule, upgrades in the Pay Plan shall be guided by the increases in the Boston-Brockton-Nashua, MA-NH-ME-CT All Items 1982-84=100 (R)=Revised (CPI-U) consumer price index for wages.

Any merit salary increase so awarded shall be based upon a rating of employees by their superior using a systematic and formal evaluation process. Performance found to be meritorious shall be certified by the supervisor and a pay adjustment made in accordance with the Merit and Pay Plan.

## **Section 3a: COMPENSATION ADJ. – TOP OF GRADE PAY MERIT PAY**

Employees at the top of their pay grade are eligible for a lump sum merit pay adjustment of up to 2.0% per year. This merit adjustment shall be awarded under the same provisions of merit pay within the pay grade

ranges laid-out in Article VI, Section 3 above. This merit pay increase will not add to the base pay or the grade pay range of an employee for purposes of calculating any pay related benefits and is at the discretion of the City Manager.

## **ARTICLE VII**

### **HOURS OF WORK AND LEAVE**

#### **Section 1: HOURS OF WORK**

The City Manager shall determine hours of employment with due consideration for the varying requirements of the different departments, and whenever possible, hours of employment for employees in the same class of the same work shall be uniform.

#### **Section 2: OVERTIME AND COMPENSATORY TIME**

All employees, with the exception of Department Heads, Deputies, Division Heads, and others exempt under the Fair Labor Standards Act (FLSA), shall be compensated for all hours worked over forty (40) hours per week at the rate of one and one half (1½) times the employee's regular hourly rate of pay. Employees may elect to be compensated with compensatory time at the rate of one and one half (1½) hours for each hour worked over forty (40) hours per week to be accumulated to a maximum of twenty (20) hours. Departments shall make every effort to ensure that extra hours worked on a particular day(s) be offset by hour-for-hour time off within the same workweek. All overtime must receive the prior approval of the Department head. If compensatory time is to be used to compensate for overtime hours, it must be agreed to by the employee and approved by the Department head in writing prior to the hours being worked. An hourly employee called back to work after normal work hours shall be paid one and one half (1½) times the employee's regular hourly rate of pay for a minimum of two (2) hours for each such call back.

#### **Section 2a: PRIVATE DUTY ASSIGNMENTS**

Private duty assignments shall be limited to non-exempt employees and shall be compensated at the rate of one and one-half (1 ½) times their regular hourly rate of pay not to exceed the top step of the patrol scale as listed in the IBPO (Police) collective bargaining agreement. Exempt employees may be allowed to work private duty assignments with no additional compensation.

#### **Section 3: HOLIDAYS**

City employees shall have the following paid holidays:

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

And such other days as may be designated from time to time by the City Manager. When a holiday falls on a Sunday, the following Monday shall be declared a holiday for City employees. When a holiday falls on a Saturday, the preceding Friday shall be declared a holiday. If at all possible the holidays will coincide with the Rochester School calendar, at the City Manager'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. Shift employees whose duties require seven (7) days a week, twenty-four (24) hour coverage may receive lump sum compensation in lieu of days off for holidays. Police communications personnel are an example of this class of employee.

#### **Section 4: VACATION/PAID TIME OFF (PTO)**

Employees hired prior to November 1, 2015: 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. Vacation time accrued in a year (based on anniversary date) shall be taken within the next following employment year, except when, upon application by an employee, the City Manager shall have granted an exception to this section.

##### Illustrative Table:

0-5 years	2 weeks/year
6-10 years	3 weeks/year
11-24 years	4 weeks/year
25+	5 weeks/year

##### Non-Exempt (hourly) employees hired after November 1, 2015:

Each eligible employee shall be granted non-cumulative vacation days (see illustrative table below) each year granted on the employee's anniversary date. Vacation days are to be used within the year they are granted.

##### Illustrative Table (hired after November 1, 2015):

1-5 years	10 days/year
6-10 years	15 days/year
11-24 years	20 days/year
25+ years	25 days/year



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

#### **PAID TIME OFF (PTO)**

Upon commencing employment and each employment year thereafter, exempt employees (hired after November 1, 2015) will be credited (at the end of their hire date month) with thirty (30) noncumulative leave days that will be usable for 14 calendar months. Upon separation from City service, the maximum PTO paid shall be 30 days.

#### **Section 5: SICK LEAVE**

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. Sick leave will be accumulated in accordance with the Flexible Benefit Plan.

Employees completing six (6) consecutive months of employment without taking sick leave will be granted one (1) noncumulative personal day. Employees may, at their discretion, sell their noncumulative personal day during the annual open enrollment period. This provision relates only to the noncumulative personal day awarded for non-use of sick leave for six (6) consecutive months. Personal days may be taken for any purpose except as substitution for suspension as a result of disciplinary action. Personal days must be scheduled and approved by the Department Head in accordance with the employee's preference and the needs of the Department, so long as at least forty eight (48) hours notice is provided.

Up to three additional days each year (noncumulative from year to year) may be taken by an employee when the ill health of a member of the employee's immediate family requires the employee's care. For purposes of this section, an employee's immediate family shall be deemed to be the spouse, child, stepchild, mother, father, or other dependents living in the same household. An exception may be made by the Department head where extenuating circumstances exist.

Employees who terminate their employment through retirement shall be entitled to a lump sum payment for three-quarters of the number of accumulated days due at the rate of pay at the time of termination of service, not to exceed seventy-five percent of one hundred and twenty (120) days accumulated sick leave. For the purpose of this section, retirement shall be defined as having completed ten (10) consecutive years of service with the

City of Rochester and being eligible to retire under the New Hampshire Retirement System or other retirement plan paid in part or in full by the City.

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

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

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

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.

#### **Section 5a: 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 30 days left after the donation is made and may donate no more than 5 days in one year.
5. Donations are strictly voluntary and anonymous.
6. Donations of leave under this section do not affect eligibility for receipt of a personal day for not using sick leave in a twelve-month period.

## **Section 6: WORKER'S COMPENSATION**

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 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 regular compensation, to be paid on a bi-weekly basis.

At the end of the twenty (20) day period of said job connected injury, the employee shall continue to receive both worker's compensation benefit and the difference between that benefit and the employee's regular compensation, except that the differential between the worker's compensation benefit and the employee's 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 regular weekly compensation, so as to avoid the charge against sick leave or vacation leave.

After expiration of the twenty (20) day period, the Department head may order a complete physical and/or mental examination of said employee by two (2) registered physicians. If the report of their examination establishes the injury as one that permanently incapacitates said employee, application shall be made for retirement under the provision of the New Hampshire Retirement Law. The commencement of payment under the New Hampshire Retirement Law shall end the employer's obligation of payment on annual and/or accumulated sick leave and/or worker's compensation payments. Further, if it is determined by two register physicians selected by the Department head immediately after the employee is injured that said employee will not be able to return to his/her regular duties at any time in the future, the employer shall not be obligated to pay the difference between worker's compensation and the employee's regular salary for the time period of injury as outlined above.

## **Section 7: BEREAVEMENT**

Bereavement leave shall be granted as follows:

1. Special leave of five (5) days, 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.

### **Section 8: MILITARY LEAVE**

Any permanent employee who is a member of the Reserve Component of the Armed Forces of the United States, and is 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.

### **Section 9: 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.

### **Section 10: 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.

### **Section 11: 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 at least forty-eight (48) hours notice is provided.

## **ARTICLE VIII**

### **RETIREMENT AND OTHER BENEFITS**

#### **Section 1: 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.

#### **Section 2: HEALTH INSURANCE**

All full-time regular employees shall be entitled to insurance benefits under the single, two-person or family plans in accordance with the Flexible Benefit Plan.

The City's contribution to medical insurance premiums will be limited to the following:

Plan A – ABSOS20/40/1KDED - RX10/20/45

Plan B – AB20IPDED - RX10/20/45

7/01/15 - 100% of total premium of Plan A or 80% of Plan B

7/01/16 - 93% of total premium of Plan A for either Plan A or Plan B

7/01/17 – 87% of total premium of Plan A (Plan B eliminated)

7/01/18 – 80% of total premium of Plan A

#### **Section 3: LIFE INSURANCE**

The City shall provide each employee, at no cost to the employee, life insurance coverage for the death of the employee due to any cause, in accordance with the Flexible Benefit Plan.

#### **Section 4: DENTAL INSURANCE**

The City shall provide dental insurance coverage for employees in accordance with the Flexible Benefit Plan.

#### **Section 5: DISABILITY INSURANCE**

The City shall make disability insurance available in accordance with the Flexible Benefit Plan.

#### **Section 6: REIMBURSEMENT ACCOUNTS**

The City shall establish voluntary employee reimbursement accounts for Medical/Dental expenses and Dependent Care expenses. These

accounts will be established in a manner that conforms to all State and Federal tax codes or statutes. Employees may choose to participate in these accounts in accordance with the Flexible Benefits Plan.

### **Section 7: LONGEVITY**

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

- a) Employees hired on or before June 30, 2005 length of service is determined by original date of hire.
- b) Employees hired after June 30, 2005, length of service is determined by initial date of full-time continuous employment.

<b><u>Years of Service</u></b>	<b><u>Annual Payment</u></b>
3 – 5	\$200.
6 –10	\$325.
11–15	\$400.
16-20	\$550.
21 or more	\$600.

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

### **Section 9. EDUCATION INCENTIVES – POLICE SWORN PERSONNEL**

An education incentive shall be paid to those regular, full-time sworn non-union Police Command Staff who were hired prior to December 6, 2011 who hold an Associate's Degree, Bachelor's Degree or Master's Degree in the field of Criminal Justice, Criminal Administration, Police Science, or the equivalent in curricula content as determined by the Chief of Police and approved by the Police Commission. This education incentive shall be paid to regular full-time sworn non-union Police Personnel who hold either degree. The amount paid shall be as follows:

Associate's Degree \$1,000.00 annually  
Bachelor's Degree \$1,500.00 annually  
Master's Degree \$2,000.00 annually

Payment shall be made in equal payments throughout the year to qualified personnel after the employee provides proper documentation to the Chief of Police and the City Human Resource Office.

## **ARTICLE IX**

## **SEPARATIONS AND DEMOTIONS**

### **Section 1: REDUCTION 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 two (2) weeks before the effective date of the action. If there is a recall within one (1) year for positions made vacant by a layoff, available laid-off employees shall be recalled according to classification and seniority. Seniority and accumulated leave (if not paid to the employee upon layoff) shall be restored to the level attained at the time of layoff if recalled within one (1) year.

### **Section 2: DEMOTIONS**

A Department Head may demote an employee for disciplinary reasons for cause. A written statement of the reasons for such action shall be filed with the employee, the City Manager and the employee's personnel folder. No disciplinary demotion shall be made to a lower class of position if such action would cause an employee in the lower class to be laid off.

### **Section 3: CAUSE FOR REMOVAL OR OTHER DISCIPLINARY ACTION**

Just cause for removal or other disciplinary action shall include, but shall not necessarily be limited to, the following:

1. Neglect of duties.
2. Incompetence or inefficiency.
3. Inability to perform work due to mental or physical disability.
4. Insubordination or serious breach of discipline.
5. Intoxication while on duty.
6. Chronic or excessive tardiness.
7. Chronic or excessive absenteeism.
8. Willful violation of any of the provisions of the Personnel Rules and Regulations or other statutes relating to the employment of City employees.
9. The conviction of any criminal act or offense.
10. Abuse or violation of sick leave or other City regulations.
11. Negligence of or willful damage to public property, and waste or pilferage of public supplies.
12. Conduct unbecoming a City employee.
13. The use or attempt to use one's authority or influence to control or modify the political action of any person in the City's service or engaging in any form of political activity during working hours.

### **Section 4: RESIGNATION**

The resignation of an employee, once submitted, shall be deemed to have been accepted by the City and shall not be subject to the Grievance Procedure.

## ARTICLE X

### GRIEVANCE PROCEDURE

#### **Section 1: DEFINITION**

A grievance shall be defined as an alleged violation, misinterpretation of and/or misapplication of the provisions of this Merit Plan with respect to one or more City employees covered by the Plan.

#### **Section 2: PROCEDURE**

The most effective accomplishment of the work of the City requires prompt consideration and equitable adjustment of employee grievances. It is the desire of the City to address grievances informally, and both supervisors and employees are expected to make every effort to resolve problems as they arise. However, it is recognized that there will be grievances that will be resolved only after a formal appeals process. Grievances regarding the terms and conditions of this Merit Plan shall be processed in the following manner:

**Step #1:** the employee, in writing, shall fill any grievances with the employee's immediate supervisor. The grievance shall contain an abbreviated statement as to the nature of the grievance and shall state specifically the areas that the employee, or the designated representative, feels have been violated. The employee shall be required to sign the original grievance filed with the supervisor. Within seven (7) calendar days of receipt of the grievance, the supervisor shall conduct an informal inquiry concerning the grievance and render a decision, in writing, by no later than the close of the normal business day of the seventh day. If the supervisor fails to respond within seven (7) days, the grievance may proceed to the next step.

**Step #2:** If the aggrieved employee is not satisfied with the decision of the supervisor, or if no decision has been rendered within the seven (7) calendar day period as defined above, said employee may appeal his/her grievance, in writing, to the Department Head within seven (7) calendar days of the receipt of the supervisor's decision, or that date upon which such decision should have been rendered, provided however, that the aggrieved employee sets forth the specific areas which the employee feels have been violated, as was presented to the supervisor. The Department Head, or the designated representative, shall hold an administrative hearing concerning the grievance within seven (7) calendar days of receipt of the aggrieved employee's appeal. The Department Head shall decide the grievance based upon the information supplied any further information that he/she may request during or subsequent to the hearing. The Department Head shall render a decision, in writing, within five (5) calendar days from the close of the hearing.

**Step #3:** If the aggrieved employee is not satisfied with the decision of the Department Head or if no decision has been rendered within the five (5) calendar day period as defined above, said employee may appeal his/her grievance, in



writing, to the City Manager within seven (7) calendar days of the receipt of the Department Head's decision, or that date upon which such decision should have been rendered, provided however, that the aggrieved employee sets forth the specific reasons for such appeal and the terms and conditions of this plan and the specific areas which the employee feels have been violated, as was presented to the Department Head. The City Manager, or the designated representative, shall hold an administrative hearing concerning the grievance within fourteen (14) calendar days of receipt of the aggrieved employee's appeal. The City Manager shall render a decision, in writing, within fourteen (14) calendar days from the close of the hearing.

**Step #4:** If the decision of the City Manager is found to be unsatisfactory, or if not decision has been rendered during the time period specified above, said employee may within seven (7) calendar days, appeal, in writing, the decision of the City Manager setting forth an abbreviated statement as to why said decision has been found unsatisfactory and those specific areas which have been violated, to the Personnel Advisory Board. The Personnel Advisory Board shall conduct their first hearing session regarding the grievance within fourteen (14) calendar days from the date of its receipt, and shall render their decision, in writing, within fourteen (14) calendar days from the close of their final hearing date. The Board shall issue a written report containing findings of facts and recommendations to the City Manager. The Personnel Advisory Board shall have no power to reinstate an employee unless it finds, after investigation, that disciplinary action was taken against the employee for religious, racial, or political reasons. The City Manager, after consideration of said report and other pertaining information, shall file a written statement of his/her decision within seven (7) calendar days, and such decision shall be final

The time limits established in the Steps above may be extended by mutual consent of the City and the employee.

## **ARTICLE XI**

### **POLITICAL ACTIVITY AND OUTSIDE EMPLOYMENT**

#### **Section 1: POLITICAL ACTIVITY**

No person holding a position with the City shall take an active part in, or make a contribution or donation to, any municipal campaign or serve as a member of a committee of such club or organization, or act as a campaign worker at the polls, or distribute badges, pamphlets, or handbills of any kind favoring or opposing any candidate for election or for nomination to a municipal office. Nothing in this Article shall be construed to prevent any such employee or officer from becoming or continuing to be a member of a political organization, or from attendance at a political meeting, or organization, or from attendance at a political meeting, or enjoying entire freedom from all interference in casting his vote. Any person who

wishes to accept or seek election to a municipal office may do so. However, if elected and a conflict of interest occurs regarding the employee's employment with the City and holding elected office, the employee shall make a choice between continued employment with the City or serving in the elected position. Any violation of this rule shall be sufficient grounds for the discharge of any officer or employee guilty of such violation.

No officer or employee in the City service shall directly or indirectly contribute, solicit, or receive, or be in any manner concerned in contributing, soliciting or receiving any assessment, subscription, contribution, whether voluntary or involuntary, for any municipal political purpose whatever.

## **Section 2: OUTSIDE EMPLOYMENT**

Employees shall recognize that the City of Rochester is the prime employer and therefore no City employee shall accept or engage in any outside employment or self-employment, which shall constitute a conflict of interest, reflect discredit upon the City, or interfere with the proper performance of the employee's duties in the City service. The employee shall notify the employee's Department head if the employee is engaging in outside employment or self-employment. No City employee shall solicit or engage in any employment or self-employment during regular City working hours, nor shall City vehicles, equipment or facilities be used in the pursuit of or performance of such employment.

## **ARTICLE XII**

### **SAVINGS CLAUSE**

If any provision of this handbook or the application of such provision should be rendered or declared invalid by any court action or reason of existing or subsequently enacted legislation, the remaining parts or portions of this handbook shall remain in full force and effect.

## **ARTICLE XIII**

### **MISCELLANEOUS PROVISIONS**

#### **Section 1: INCLUSION IN CONTRACTS**

No provision of this handbook shall apply to any employee whose employment is the subject of a written employment contract, individual or collective, existing or future, unless this handbook is expressly included therein.

# FINANCE COMMITTEE

## Agenda Item

**Agenda Item Name:** Monthly Financial Statements Summary – as of June 30, 2021

For the full detail report, click here: [Jun-21 Financial Detail Report](#)

**Name of Person Submitting Item:** Mark Sullivan Deputy Finance Director

**E-mail Address:** mark.sullivan@rochesternh.net

**Meeting Date Requested:** July 13, 2021

### **Issue Summary Statement**

The June 2021 financial summary reports are attached. June represents approximately 100% completion of FY21. Below is a summary of revenues & expenses that Finance continues to monitor.

### **Revenues:**

**Motor Vehicle Registrations:** FY21 motor vehicle registrations ends extremely strong at \$5,946,055 collected, or 149% of estimated budget.

**Waste Management Host Fees:** All four quarterly checks have been received. Grand total received is \$3,639,688. Transfer of the School Department's allocation of \$878,000 has been completed. Revenue received is \$761,561 over budgeted estimate.

**Building Permits:** FY21 Building permits collected \$752,799, or 376% of estimated budget.

**Interest Income:** Pending June-21 recording. Interest Income was soft at 49% received or \$124,790. Interest income rates remain low at approximately .50%.

**Interest on Delinquent Taxes:** Collected \$382,867, 109% of estimated budget.

**State of NH Rooms & Meals:** DRA final rate confirmed at \$1,568,269, payment received.

**Water-Sewer User Fees:** Payments have seen a recovery, will continue to monitor. New User Rates went into effect January 1, 2021. Water User Rate \$5.83 per unit, Sewer User Rate \$7.43 per unit.

**Highway Block Subsidy:** Three quarterly payments received, total \$493,988, 95% of budget. Pending final quarterly payment.

**Cable Franchise Fees:** All FY21 Payments from Atlantic Broadband and Comcast have been received. Revenue is \$314,805, or 171% of estimated budget.

**Covid-19 Cares Act Reimbursements:** \$724,336 in Cares Act reimbursements have been received.

**Expenses:**

Total General Fund expenditures are at 92%. Same period FY20 was 97.5%.

General Fund salaries and benefits below budget at 94.8% expended.

Fire Overtime- \$422,916, 176% expended.

Police Overtime- \$140, 581, 129% expended.

Welfare Direct Assistance- \$77,080, or 44% expended.

Snow Removal & Supplies- \$207,270 , or 81% expended.

**Summary:** Cash position remains strong, and in a good position.

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CITY OF ROCHESTER  
YEAR-TO-DATE BUDGET REPORT

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FOR 2021 12

	ORIGINAL ESTIM REV	ESTIM REV ADJSTMTS	REVISED EST REV	ACTUAL YTD REVENUE	REMAINING REVENUE	PCT COLL
<hr/> 1000 GENERAL FUND <hr/>						
11011 ECONOMIC DEVELOPMENT REVENUE	0	0	0	750.70	-750.70	100.0%
11031 CITY CLERK REVENUE	124,850	0	124,850	127,667.75	-2,817.75	102.3%
1104092 CARES ACT-FED THRU STATE-RE	0	59,325	59,325	51,922.05	7,402.95	87.5%
11051 ASSESSORS REVENUES	0	0	0	70.00	-70.00	100.0%
11061 BUSINESS OFFICE REVENUE	250,000	0	250,000	124,790.44	125,209.56	49.9%
11062 BUSINESS OFFICE REVENUE	1,000	0	1,000	.00	1,000.00	.0%
11071 TAX COLLECTOR REVENUE	33,409,885	28,053	33,437,938	36,460,803.39	-3,022,865.39	109.0%
11072 TAX COLLECTOR REVENUE	3,308	0	3,308	2,971.00	337.00	89.8%
11081 GENERAL OVERHEAD REVENUE	3,460,991	2,177,674	5,638,665	3,527,430.95	2,111,234.33	62.6%
11082 GENERAL OVERHEAD REVENUE	2,186,077	0	2,186,077	2,260,497.01	-74,420.01	103.4%
11083 GENERAL OVERHEAD - FEDERAL	0	0	0	672,414.00	-672,414.00	100.0%
11091 PUBLIC BLDGS REVENUE	0	0	0	66.57	-66.57	100.0%
11101 PLANNING	18,250	0	18,250	56,470.35	-38,220.35	309.4%
11201 REV LEGAL OFFICE	50,000	0	50,000	35,833.32	14,166.68	71.7%
12011 POLICE CITY REVENUE	363,479	0	363,479	346,041.40	17,437.60	95.2%
12021 FIRE CITY REVENUE	25,500	0	25,500	9,719.79	15,780.21	38.1%
12022 FIRE STATE REVENUE	41,812	0	41,812	10,125.00	31,687.00	24.2%
12031 DISPATCH CENTER	60,982	0	60,982	35,952.02	25,029.98	59.0%
12041 CODE ENFORCEMENT REVENUE	244,210	0	244,210	784,436.30	-540,226.30	321.2%
13011 PUBLIC WORKS REVENUE	35,400	0	35,400	66,207.48	-30,807.48	187.0%
13012 STATE HIGHWAY SUBSIDY	519,175	0	519,175	493,988.59	25,186.41	95.1%
14011 WELFARE REVENUE	2,500	0	2,500	6,876.51	-4,376.51	275.1%
14021 RECREATION REVENUE	60,050	0	60,050	16,240.00	43,810.00	27.0%
14028 RECREATION DEFERRED REVENUES	0	0	0	57,445.00	-57,445.00	100.0%
14031 LIBRARY REVENUE	10,800	1,000	11,800	7,023.35	4,776.65	59.5%
TOTAL GENERAL FUND	40,868,269	2,266,052	43,134,321	45,155,742.97	-2,021,421.69	104.7%
<hr/> 5001 WATER ENTERPRISE FUND <hr/>						
510001 WATER WORKS REVENUE	6,710,052	125,000	6,835,052	3,872,572.40	2,962,479.60	56.7%
TOTAL WATER ENTERPRISE FUND	6,710,052	125,000	6,835,052	3,872,572.40	2,962,479.60	56.7%
<hr/> 5002 SEWER ENTERPRISE FUND <hr/>						

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**CITY OF ROCHESTER**  
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**FOR 2021 12**

	ORIGINAL ESTIM REV	ESTIM REV ADJSTMTS	REVISED EST REV	ACTUAL YTD REVENUE	REMAINING REVENUE	PCT COLL
520001 SEWER WORKS REVENUE	7,945,222	125,000	8,070,222	4,616,098.87	3,454,123.13	57.2%
520002 SEWER WORKS REVENUE	396,081	0	396,081	53,451.00	342,630.00	13.5%
550204 SEWER-REVENUE PRIVATE/OTHER	0	10,250	10,250	10,250.00	.00	100.0%
TOTAL SEWER ENTERPRISE FUND	8,341,303	135,250	8,476,553	4,679,799.87	3,796,753.13	55.2%
5003 ARENA ENTERPRISE FUND						
530001 ARENA REVENUE	416,031	0	416,031	255,785.83	160,245.17	61.5%
TOTAL ARENA ENTERPRISE FUND	416,031	0	416,031	255,785.83	160,245.17	61.5%
6000 COMMUNITY CENTER SP REV FUND						
600001 COMMUNITY CENTER REVENUE	889,241	0	889,241	712,671.00	176,570.00	80.1%
TOTAL COMMUNITY CENTER SP REV FUND	889,241	0	889,241	712,671.00	176,570.00	80.1%
GRAND TOTAL	57,224,896	2,526,302	59,751,198	54,676,572.07	5,074,626.21	91.5%

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CITY OF ROCHESTER  
YEAR-TO-DATE BUDGET REPORT

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	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
1000 GENERAL FUND							
11000051 CITY MANAGER	409,559	5,381	414,940	433,607.68	2,810.02	-21,477.70	105.2%
11012351 ECONOMIC DEVELOPMENT	512,693	4,096	516,789	355,750.50	8,220.43	152,818.07	70.4%
11020050 IT SERVICES	897,327	42,938	940,265	894,014.39	18,858.59	27,392.02	97.1%
11030051 CITY CLERK	334,501	0	334,501	340,835.33	20,319.56	-26,653.89	108.0%
11040050 ELECTIONS	70,168	0	70,168	29,201.93	2,087.55	38,878.52	44.6%
11040990 CARES ACT ELECTION-FED THR	0	51,922	51,922	51,922.05	.00	.00	100.0%
11050070 ASSESSORS	570,520	47,461	617,981	565,709.42	844.67	51,426.91	91.7%
11060051 BUSINESS OFFICE	608,770	1,352	610,122	557,117.22	606.55	52,398.23	91.4%
11063151 HUMAN RESOURCES	225,528	1,250	226,778	266,169.85	4,891.48	-44,283.33	119.5%
11070070 TAX COLLECTOR	379,761	3,020	382,781	402,180.99	1,393.41	-20,793.40	105.4%
11080050 GENERAL OVERHEAD	1,169,916	-446,525	723,391	399,464.22	58,111.77	265,815.01	63.3%
11090050 PB CITY WIDE 50	687,246	83,352	770,598	744,879.61	8,784.21	16,934.18	97.8%
11090051 PB CITY HALL 51	65,698	0	65,698	77,971.48	4,557.06	-16,830.54	125.6%
11090052 PB OPERA HOUSE 52	48,769	0	48,769	28,155.24	11,645.14	8,968.62	81.6%
11090054 PB CENTRAL FIRE 54	10,945	0	10,945	7,449.52	2,430.08	1,065.40	90.3%
11090055 PB GONIC FIRE 55	10,787	0	10,787	9,569.41	637.00	580.59	94.6%
11090056 PB LIBRARY 56	19,313	0	19,313	18,529.42	624.78	158.80	99.2%
11090057 PB DPW GARAGE 57	12,155	0	12,155	11,737.23	388.26	29.51	99.8%
11090061 PB HISTORICAL MUSEUM 61	1,320	0	1,320	567.00	753.00	.00	100.0%
11090063 PB HANSON POOL 63	6,700	0	6,700	2,919.91	275.00	3,505.09	47.7%
11090064 PB GONIC POOL 64	1,100	0	1,100	138.00	137.50	824.50	25.0%
11090065 PB EAST ROCHESTER POOL 65	800	0	800	138.00	137.50	524.50	34.4%
11090068 PB GROUNDS 68	10,880	0	10,880	9,711.45	500.00	668.55	93.9%
11090069 PB DOWNTOWN 69	17,000	0	17,000	8,641.04	5,835.20	2,523.76	85.2%
11090070 PB REVENUE BUILDING 70	21,368	0	21,368	18,909.06	1,615.76	843.18	96.1%
11090071 PB PLAYGROUNDS 71	3,000	0	3,000	3,000.00	.00	.00	100.0%
11090075 PB NEW POLICE STATION	24,066	0	24,066	17,967.16	3,300.96	2,797.88	88.4%
11090077 PB ANNEX	11,140	0	11,140	3,845.29	347.61	6,947.10	37.6%
11102051 PLANNING	427,669	4,518	432,187	362,035.74	539.35	69,611.91	83.9%
11200051 LEGAL OFFICE	611,159	0	611,159	575,845.90	2,844.51	32,468.59	94.7%
12010053 PD ADMINISTRATIVE SERVICES	2,076,031	55,000	2,131,031	1,908,069.81	46,537.18	176,424.01	91.7%
12012453 PD PATROL SERVICES	5,463,738	0	5,463,738	4,949,308.62	.00	514,429.38	90.6%
12012553 PD SUPPORT SERVICES	417,396	10,035	427,431	413,386.86	.00	14,044.14	96.7%
12020054 FIRE DEPARTMENT	4,991,261	20,000	5,011,261	5,013,034.25	26,511.84	-28,285.09	100.6%
12020055 FIRE DEPT 55 GONIC SUBSTAT	28,592	0	28,592	20,054.88	923.40	7,613.72	73.4%
12020754 CALL FIRE	29,890	-10,000	19,890	16,140.62	.00	3,749.38	81.1%
12023354 EMERGENCY MANAGEMENT	42,101	0	42,101	5,765.64	6,119.92	30,215.44	28.2%
12030153 DISPATCH CENTER	869,310	30,085	899,395	860,712.50	7,930.23	30,752.27	96.6%
12040051 CODE ENFORCEMENT	593,170	8,974	602,144	579,139.24	247.77	22,756.99	96.2%
12050050 AMBULANCE	282,321	96,125	378,446	378,444.00	.00	2.00	100.0%

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	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
13010057 PUBLIC WORKS	2,412,336	6,021	2,418,357	2,177,195.46	207,081.77	34,079.77	98.6%
13010957 WINTER MAINTENANCE	530,920	0	530,920	360,354.59	8,658.70	161,906.71	69.5%
13020050 CITY LIGHTS	218,000	0	218,000	168,576.06	34,135.52	15,288.42	93.0%
14010051 WELFARE	480,831	9,409	490,240	352,956.04	6,551.76	130,732.20	73.3%
14022072 RECREATION ADMINISTRATION	671,686	8,561	680,247	609,768.86	10,261.51	60,216.63	91.1%
14022150 RECREATION PLAYGROUNDS/CAM	101,305	-3,000	98,305	36,294.10	1,711.05	60,299.85	38.7%
14022250 RECREATION POOLS	94,924	0	94,924	88,326.41	2,717.92	3,879.67	95.9%
14030056 LIBRARY	1,342,026	1,000	1,343,026	1,200,180.38	12,570.73	130,274.89	90.3%
15000051 COUNTY TAX	6,941,353	0	6,941,353	6,752,536.00	.00	188,817.00	97.3%
17010051 TRANSFERS/PAYMENTS DEBT SV	4,471,220	0	4,471,220	4,471,219.51	.00	.49	100.0%
17030050 OVERLAY	350,000	0	350,000	.00	.00	350,000.00	.0%
17040051 TRANSFER TO CIP & OTHER FU	1,290,000	2,227,674	3,517,674	2,417,674.28	.00	1,100,000.00	68.7%
TOTAL GENERAL FUND	40,868,269	2,258,649	43,126,918	38,977,122.15	535,456.25	3,614,339.93	91.6%
5001 WATER ENTERPRISE FUND							
51601057 WATER WORKS EXPENSE	5,353,392	125,000	5,478,392	4,020,367.95	44,213.26	1,413,810.79	74.2%
51601073 WATER TREATMENT PLANT	1,287,559	0	1,287,559	1,121,046.99	40,303.69	126,208.32	90.2%
51601570 WATER REVENUE OFFICE	69,101	0	69,101	67,445.32	.00	1,655.68	97.6%
TOTAL WATER ENTERPRISE FUND	6,710,052	125,000	6,835,052	5,208,860.26	84,516.95	1,541,674.79	77.4%
5002 SEWER ENTERPRISE FUND							
52602057 SEWER WORKS EXPENSE	4,106,648	225,250	4,331,898	4,997,751.59	16,403.30	-682,256.89	115.7%
52602074 SEWER TREATMENT PLANT	4,167,052	0	4,167,052	1,593,649.24	179,771.46	2,393,631.30	42.6%
52602470 SEWER REVENUE OFFICE	67,603	0	67,603	67,366.91	.00	236.09	99.7%
TOTAL SEWER ENTERPRISE FUND	8,341,303	225,250	8,566,553	6,658,767.74	196,174.76	1,711,610.50	80.0%
5003 ARENA ENTERPRISE FUND							
53603060 ARENA EXPENSE	416,031	0	416,031	361,891.28	12,361.17	41,778.55	90.0%
TOTAL ARENA ENTERPRISE FUND	416,031	0	416,031	361,891.28	12,361.17	41,778.55	90.0%
6000 COMMUNITY CENTER SP REV FUND							



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6000	COMMUNITY CENTER SP REV FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
6070572	COMMUNITY CENTER EXPENSE	889,241	0	889,241	784,292.20	71,568.32	33,380.48	96.2%
	TOTAL COMMUNITY CENTER SP REV FUND	889,241	0	889,241	784,292.20	71,568.32	33,380.48	96.2%
	GRAND TOTAL	57,224,896	2,608,899	59,833,795	51,990,933.63	900,077.45	6,942,784.25	88.4%

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