

**Regular City Council Meeting  
July 11, 2023  
Council Chambers  
7:00 PM**

**COUNCILORS PRESENT**

Councilor Beaudoin  
Councilor Berlin  
Councilor de Geofroy  
Councilor Desrochers  
Councilor Fontneau  
Councilor Gilman  
Councilor Gray  
Councilor Hainey  
Councilor Hamann  
Councilor Malone  
Councilor Larochelle  
Deputy Mayor Lachapelle  
Mayor Callaghan

**OTHERS PRESENT**

Katie Ambrose, City Manager  
Terence O'Rourke, City Attorney  
Peter Nourse, Director of City Services

**COUNCILORS ABSENT**

**Minutes**

**1. Call to Order**

Mayor Callaghan called the meeting to order at 7:00 PM.

**2. Opening Prayer**

Mayor Callaghan called for a moment of silence.

**3. Pledge of Allegiance**

Councilor Beaudoin led the Pledge of Allegiance.

**4. Roll Call**

Kelly Walters, City Clerk, called the roll. All City Councilors were present.

**5. Acceptance of Minutes**

**5.1 Regular City Council Meeting: June 6, 2023 (REVISED)**  
***consideration for approval***

Councilor Lachapelle **MOVED** to **ACCEPT** the June 6, 2023, Regular City Council meeting minutes (revised). Councilor Hainey seconded the motion. The **MOTION CARRIED** by a unanimous voice vote.

Mayor Callaghan recessed the Regular City Council Meeting at 7:02 PM in order to enter into a Non-Public Meeting.

Councilor Lachapelle **MOVED** to enter into a Non-Public Meeting at 7:02 PM under Personnel, RSA, 91-A:3,II (a). Councilor de Geofroy seconded the motion. The **MOTION CARRIED** by a unanimous roll call vote. Councilors de Geofroy, Beaudoin, Hamann, Desrochers, Lachapelle, Malone, Berlin, Hainey, Larochelle, Gray, Gilman, Fontneau, and Mayor Callaghan voted in favor of the motion.

Mayor Callaghan reconvened the Regular City Council meeting at 7:21 PM.

Councilor Lachapelle **MOVED** to **Exit** the Non-Public Meeting at 7:21 PM. Councilor Berlin seconded the motion. The **MOTION CARRIED** by a unanimous voice vote.

Mayor Callaghan **MOVED** to **AMEND** the order of the Agenda in order to vote on the two Collective Bargaining Agreements [13.2 and 13.3]. Councilor Larochelle seconded the motion. The **MOTION CARRIED** by a unanimous voice vote.

Mayor Callaghan read the resolution [13.2] by title only as follows:

**RESOLUTION APPROVING CONTRACT**  
**AND COST ITEMS ASSOCIATED WITH PROPOSED**  
**CITY OF ROCHESTER**  
**SCHOOL DEPARTMENT**  
**MULTI-YEAR COLLECTIVE BARGAINING**  
**AGREEMENT WITH AFSCME COUNCIL 93, LOCAL 863**  
**(Custodians, Grounds, & Skilled Maintenance)**

**BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF ROCHESTER, AS FOLLOWS:**

**That pursuant to, and in accordance with, the provisions of Chapter 273-A of the New Hampshire Revised Statutes Annotated, the multi-year collective bargaining agreement between the City of Rochester and the AFSCME COUNCIL 93, LOCAL 863 collective bargaining group, covering the period July 1, 2023 to June 30, 2026, as set forth in the proposed contract, a copy of which proposed contract has been made available to the Mayor and City Council, and with its financial impacts as more particularly detailed on the attached "EXHIBIT A: Rochester Administrative Unit" dated June 14, 2023 (See Addendum A), which includes a summary financial analysis of the annual costs of the contract to the City provided by the Superintendent of Schools, is hereby approved, including, specifically, the cost items associated therewith.**

Councilor Lachapelle **MOVED** to **ADOPT** the resolution. Councilor Malone seconded the motion. Mayor Callaghan explained that both the contracts being voted on would be effective July 1, 2023. The **MOTION CARRIED** by a unanimous roll call vote. Councilors Hainey, Gray, Malone, Gilman, Fontneau, Laroche, de Geofroy, Desrochers, Berlin, Beaudoin, Hamann, Lachapelle, and Mayor Callaghan voted in favor of the motion.

Mayor Callaghan read the resolution by title only as follows:

**RESOLUTION APPROVING CONTRACT**  
**AND COST ITEMS ASSOCIATED WITH PROPOSED**  
**CITY OF ROCHESTER**  
**SCHOOL DEPARTMENT**  
**MULTI-YEAR COLLECTIVE BARGAINING**  
**AGREEMENT WITH AFT #3607, AFT-NH, AFL-CIO**  
**(Paraeducator Contract)**

**BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF ROCHESTER, AS FOLLOWS:**

**That pursuant to, and in accordance with, the provisions of Chapter 273-A of the New Hampshire Revised Statutes Annotated, the multi-year year collective bargaining agreement between the City of Rochester and the AFT #3607, AFT-NH, AFL-CIO (Paraeducator Contract), covering the period July 1, 2023 to June 30, 2026, as set forth in the proposed contract, a copy of which proposed contract has been made available to the Mayor and City Council, and with its financial impacts as more particularly detailed on the attached "EXHIBIT A: Letter to City**

**Manager dated June 30, 2023 (See Addendum B), which includes a summary financial analysis of the annual costs of the contract to the City provided by the Superintendent of Schools, is hereby approved, including, specifically, the cost items associated therewith.**

Councilor Desrochers **MOVED** to **ADOPT** the resolution. Councilor Larochele seconded the motion. The **MOTION CARRIED** by a unanimous roll call vote. Councilors Berlin, Desrochers, Gray, Fontneau, Hamann, Hainey, Lachapelle, Larochele, Beaudoin, Malone, Gilman, de Geofroy, and Mayor Callaghan voted in favor of the motion.

## **6. Communications from the City Manager**

### **6.1 City Manager's Report**

City Manager Ambrose announced that the City Council Workshop scheduled for July 18, 2023, has been canceled.

City Manager Ambrose stated that the Greater Rochester Chamber of Commerce has announced that the State of the City Forum has been scheduled for September 15, 2023, and shall be held at the Frisbie Education and Conference Center at Frisbie Hospital.

City Manager Ambrose said that Lauren Krans, Director of Recreation and Arena, submitted a summary of the Lilac Family Fun Festival, which was held over this past weekend. City Manager Ambrose read the letter and thanked all staff members and volunteers for the successful event.

City Manager Ambrose said additional funding in the amount of \$43,000 had been allocated to upgrade this year's event, and there was a remaining balance of \$3,309 left unexpended. She added that the estimated attendance to the event last year was approximately 5,000 attendees, with this year's attendance estimated to be over 7,000 attendees. She congratulated those involved in making the event even better than last year.

Councilor Beaudoin asked if those figures mentioned above included the costs associated with the support of the Fire/Police/Public Works personnel. City Manager Ambrose said those costs were not included with the expenditures but calculated as in-kind contributions.

The City Manager's report is presented as follows:

**Contracts and documents executed since last month:****• Building and Licensing**

- Contract Approval – OpenGov

**• Department of Public Works**

- Task Order, 105 Farmington Rd Traffic Impact Study – Hoyle Tanner
- Estimate, Millers Farm Dr Drainage – S.U.R.
- Task Order, Pump Station Conceptual design – Weston & Sampson
- Estimate, Alum sludge residuals management – S.U.R.
- Task Order, 20" Water Main Rehab – Weston & Sampson
- Close out documents, Colonial Pines Sewer Extension
- Estimate, WTP Alum Sludge Lagoon Maintenance & Repairs – S.U.R.
- NHDOT App for Driveway Permit, Rt 11/Granite Ridge Phase II
- Scope of Services, City Hall/Opera House Egress Remediation – Weston & Sampson
- Task Order, preliminary design Tebbetts Rd/Old Dover Intersection - GPI
- Task Order, Rt 11 Sewer & Water System Capacity Evaluation – Weston & Sampson
- Estimate, Highfield Common temporary access road – S.U.R.
- Annual joint funding agreement – US Geological Survey.
- Contract renewal – ESRI contract annual renewal
- Task Order Amendment, Lagoon pilot program – Underwood Engineers
- Engineering Report Phase Contract, Nutrient Reduction plan – Weston & Sampson
- Engineering Report Phase Contract, Sewer System Master Plan – Weston & Sampson
- Trane Contracts for new DPW Facility
- Purchasing waiver, PD Fire Suppression piping system
- Contract change order, Rt202A Water Main Extension & Tank Project – D&C Construction

**• Economic Development**

- Amendment to Gafney Home Project
- FY 24 Annual Action Plan Forms & Certification

- **Finance**
  - Amendment, Voluntary Life Coverage – Lincoln Financial
- **Recreation & Arena**
  - Master Plan Contract – Strafford Regional Planning Commission
  - Hanson Pines Forest Management Contract – Moreno Forestry

**The following Standard Report has been enclosed:**

- Personnel Action Report Summary

**7. Communications from the Mayor**

**7.1. National Night Out – Tuesday, August 1<sup>st</sup> – City Council Meeting @ 7:00 PM.**

Mayor Callaghan said due to the timing of the National Night Out event, which is scheduled the same evening as the August Regular City Council Meeting, the meeting shall be postponed by one hour.

Mayor Callaghan reiterated that the Lilac Family Fun Festival was a great success and thanked all the volunteers as well as City staff.

Mayor Callaghan stated that he attended the Planning Board meeting last evening. He listened to public comments regarding the Granite Ridge Development Phase II and reported that a common complaint amongst speakers was relative to safety concerns for Route 11. He said the State has been responsive to these complaints and is scheduled (March 2025) to widen the road to accommodate the traffic in that area. He said the State is covering 80% of the cost for this road project.

**8. Presentation of Petitions and Council Correspondence**

No discussion.

**9. Nominations, Appointments, Resignations, and Elections**

No discussion.

**10. Reports of Committees**

## 10.1 Appointments Review Committee

### 10.1.1 **New Appointment: Chris Harrelson – Rochester Economic Development Board, Seat H (regular member) Term to expire 1/2/2026** *consideration for approval*

Mayor Callaghan nominated Chris Harrelson to serve on the Rochester Economic Development Commission (Seat H) with a term to expire on 1/2/2026. Councilor Lachapelle seconded the nomination. Councilor Beaudoin nominated Doug Lachance to fill the vacant position. Councilor Fontneau seconded the motion. Councilor Lachapelle **MOVED** that nomination cease. Councilor de Geofroy seconded the motion. The **MOTION CARRIED** by a unanimous voice vote.

Councilor Beaudoin said the Appointments Review Committee minutes reflect that the Mayor temporarily appointed Councilor Laroche to serve on that Committee, just prior to the meeting, because there was not a quorum present. He questioned if that is an appropriate action to be taken. Councilor Gray replied that he made the request based on past practice of the City Council.

Councilor Desrochers, member of the Appointments Review Committee, gave reasons why she supports the nomination of Chris Harrelson.

Councilors Beaudoin and Fontneau gave reasons why they supported the nomination of Doug Lachance.

The City Council briefly discussed how the roll call should be taken. It was determined if the first roll call, for the first candidate, received enough votes, that there would be no need to continue. Mayor Callahan called for a vote on the nomination of Mr. Harrelson. The **MOTION CARRIED** to approve Chris Harrelson's appointment by an 8 to 5 roll call vote. Councilors Gilman, de Geofroy, Gray, Laroche, Lachapelle, Hamann, Desrochers, and Mayor Callaghan voted in favor of the motion. Councilors Hainey, Berlin, Fontneau, Beaudoin, and Malone voted against the motion. Mr. Harrelson has been appointed to serve on the Rochester Economic Development Commission.

## 10.2 Codes and Ordinances Committee – *No June Meeting*

No discussion.

### **10.3 Community Development**

No discussion.

### **10.4 Finance Committee**

No discussion.

### **10.5 Planning Board**

No discussion.

### **10.6 Public Safety Committee**

#### **10.6.1 Committee Recommendation: To add a streetlight to the corner of Eastern Avenue and Regency Court *consideration for approval***

Councilor Lachapelle **MOVED** to **APPROVE** the Committee Recommendation as follows: To add a streetlight to the corner of Eastern Avenue and Regency Court. Councilor de Geofroy seconded the motion. The **MOTION CARRIED** by a unanimous voice vote.

#### **10.6.2 Committee Recommendation: To add no outlet sign to Angela Way at the technical discretion of DPW *consideration for approval***

Councilor Lachapelle **MOVED** to **APPROVE** the Committee Recommendation as follows: To add a no outlet sign to Angela Way at the technical discretion of DPW. Councilor de Geofroy seconded the motion. The **MOTION CARRIED** by a unanimous voice vote.

#### **10.6.3 Committee Recommendation: To add a stop sign on Woodside Lane at the Four Rod Road intersection at the technical discretion of DPW *consideration for approval***

Councilor Lachapelle **MOVED** to **APPROVE** the Committee Recommendation as follows: To add a stop sign on Woodside Lane at

the Four Rod Road Intersection at the technical discretion of DPW. Councilor de Geofroy seconded the motion. The **MOTION CARRIED** by a unanimous voice vote.

## **10.7 Public Works Committee**

### **10.7.1 Committee Recommendation: to approve Railroad Avenue for sidewalk rehabilitation and to rescind the previous Walnut Street Approval *consideration for approval***

Councilor Hamann **MOVED** to **APPROVE** the Committee Recommendation as follows: To approve Railroad Avenue for sidewalk rehabilitation and to rescind the previous Walnut Street approval. Councilor Beaudoin seconded the motion. The **MOTION CARRIED** by a unanimous voice vote.

### **10.7.2 Committee Recommendation: That the commemorative plaque on the new Route 202A water storage tank follow the same format used previously noting the sitting Councilors, Mayor, and key City staff *consideration for approval***

Councilor Lachapelle **MOVED** to **APPROVE** the Committee Recommendation as follows: That the commemorative plaque on the new Route 202A water storage tank follow the same format used previously noting the sitting Councilors, Mayor, and key City staff. Councilor Beaudoin seconded the motion. Councilor Beaudoin said a few Councilors were contacted by a constituent to ensure certain names were included on the plaque. Councilor Beaudoin **MOVED** to **AMEND** the motion to include the names of the Director of City Services (Peter Nourse) and the Deputy Director of Public Works (Lisa Clark). Councilor Laroche seconded the motion. Councilor Laroche stated that he received the same phone call and questioned if Councilor Beaudoin would be in favor of amending his motion to include (former) City Engineer Michael Bezanson to the plaque as well. Councilor Beaudoin agreed to include City Engineer Bezanson with his amendment.

Council briefly discussed the matter with the Director of City Services. Mayor Callaghan called for a vote on amendment to the motion. The **MOTION CARRIED** to **AMEND** the main motion by a unanimous voice vote. Mayor Callaghan called for a vote on the motion as amended. The **MOTION CARRIED** by a unanimous voice vote.

Councilor Hamann announced that the Public Works Committee is postponed until July 27, 2023.

**11. Unfinished Business**

No discussion.

**12. Consent Calendar**

No discussion.

**13. New Business**

**13.1. Resolution Authorizing the Department of Public Works to Apply for an ARPA Grant up to \$50,000  
ARPA *first reading and consideration for adoption***

Mayor Callaghan read the resolution by title only as follows:

**Resolution Authorizing the Department of Public Works to Apply for an ARPA Grant up to \$50,000.00**

**BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF ROCHESTER:**

They hereby authorize the Department of Public Works to apply to NHDES for an ARPA Grant up to Fifty Thousand Dollars (\$50,000.00) as part of the Cybersecurity Implementation Grant Program.

Further, by passage of this Resolution, the Mayor and City Council authorize the Department of Public Works to submit the formal ARPA application and to designate the City Manager as the authority to execute the grant application and all associated documents.

To the extent not otherwise provided for in this Resolution, the Finance Director is hereby authorized to establish and/or designate such accounts and or account numbers as are necessary to implement the transactions contemplated in this Resolution and to establish special revenue, non-lapsing, multi-year fund accounts(s) as necessary to which said sums shall be recorded.

Councilor Lachapelle **MOVED** to **ADOPT** the resolution. Councilor de Geofroy seconded the motion. The **MOTION CARRIED** by a unanimous voice vote.

- 13.2. Resolution Approving Contract and Cost Items Associated with Proposed City of Rochester School Department Multi-Year Collective Bargaining Agreement with AFSCME Council 93, Local 863 (Custodians, Grounds, and Skilled Maintenance) *first reading and consideration for adoption***

Mayor Callaghan said this resolution was adopted earlier in the meeting.

- 13.3. Resolution Approving Contract and Cost Items Associated with Proposed City of Rochester School Department Multi-Year Collective Bargaining Agreement with AFT #3607, AFT-NH, AFL-CIO (Paraeducator Contract) *first reading and consideration for adoption***

Mayor Callaghan said this resolution was adopted earlier in the meeting.

- 13.4. Resolution in Accordance with RSA 674:39-aa Recognizing the "Involuntary Merger" of a Property Known as 109 Whitehall Road (Currently, Rochester Tax Map 240 Lot 65) and Acknowledging the Appropriateness of Restoration of Such Lot to its Pre-Merger Configuration *first reading and consideration for adoption***

Mayor Callaghan read the resolution by title only as follows:

**Resolution, in accordance with  
RSA 674:39-aa, recognizing the "Involuntary Merger" of a  
Property Known As  
109 Whitehall Road (Currently, Rochester Tax Map 240 Lot  
65), and Acknowledging the Appropriateness of Restoration  
of Such Lot  
To Its Pre-Merger Configuration**

**BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF ROCHESTER, AS FOLLOWS:**

**WHEREAS, the owners of property situate at a property currently known as, 109 Whitehall Road, Rochester, New Hampshire (Tax Map 240, Lot 65), have filed a request with the City of Rochester, and its City Council, pursuant to the provisions of RSA 674:39-aa, requesting that such property, which they assert was previously "involuntarily merged" by action of one or more administrative agency/official of the City of Rochester, currently known as 109 Whitehall Road, Rochester, New Hampshire, and currently depicted on Rochester Tax Map 240, Lot 65; and**

**WHEREAS, RSA 674:39-aa provides that under certain conditions the owner(s) of lots previously involuntarily merged by a municipality, shall, upon request, by the owner(s) to the municipality's governing body, be restored to its pre-involuntary merger status; and**

**WHEREAS, the owners of 109 Whitehall Road have filed a request to have the involuntary merger of such lot be restored to its pre-merger three (3) separate lot status configuration; and**

**WHEREAS, City officials in the Planning and Assessing Departments, as well as other City officials, have reviewed the facts surrounding the merger of the property currently known as 109 Whitehall Road, and have determined that the lot currently known as 109 Whitehall Road (Rochester Tax Map 240, Lot 65) was created by the involuntary merger by the City of Rochester and that no voluntary action by, or on behalf of, the current or prior owners of the unmerged lots was taken to bring about their currently merged single lot status;**

**NOW, THEREFORE, in accordance with the provisions of RSA 674:39-aa, the Mayor and City Council of the City of Rochester, in its capacity as the governing body of the City of Rochester, hereby acknowledges both the request by the owners to have the lot status of 109 Whitehall Road be restored to its three-lot pre-merger status and the accuracy of the facts set forth above herein, and therefore determine that the request to have the property known as 109 Whitehall Road (Rochester Tax Map 240, Lot 65) be restored to its pre-involuntary merger status is granted with the following condition:**

**1) Tract 2A shall be merged with either Tract #1 or Tract #2.**

Councilor Lachapelle **MOVED** to **ADOPT** the resolution. Councilor Hamann seconded the motion. The **MOTION CARRIED** by a unanimous voice vote.

**13.5. Unsealing of Non-Public Minutes *Motion to unseal the following:***

Mayor Callaghan read the list of Non-Public Minutes to be released.

**13.5.1. February 1, 2022, RSA 91-A:3, II(d) Land**

**13.5.2. March 15, 2022, RSA 91-A:3, II(d) Land**

**13.5.3. June 7, 2022, RSA 91-A:3, II(d) Land**

**13.5.4. December 6, 2022, RSA 91-A:3, II(d) Land**

**13.5.5. January 17, 2023, RSA 91-A:3, II(d) Land**

**13.5.6. February 7, 2023, RSA 91-A:3, II(d) Land**

**13.5.7. March 21, 2023, RSA 91-A:3, II(d) Land**

**13.5.8. April 18, 2023, RSA 91-A:3, II(d) Land**

**13.5.9. June 6, 2023, RSA 91-A:3, II(d) Land**

Councilor Lachapelle **MOVED** to **UNSEAL** the Non-Public meeting minutes listed above. Councilor Malone seconded the motion. The **MOTION CARRIED** by a unanimous voice vote.

**13.6. Resolution for Supplemental Appropriation of \$6,525 to FY24 General Fund CIP Fund for Hanson Pines Forest Management *first reading and consideration for approval***

Mayor Callaghan read the resolution by title only as follows:

**Resolution for Supplemental Appropriation of \$6,525 to FY24 General Fund CIP Fund For Hanson Pine Forest Management**

**BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF ROCHESTER, AS FOLLOWS:**

That the Mayor and City Council of the City of Rochester hereby appropriate Six Thousand Five Hundred Twenty Five Dollars (\$6,525.00) to the General Fund CIP for the purpose of paying costs associated with Hanson Pines Forest Management. The entirety of this supplemental appropriation shall be derived from the Hanson Pines Trust. Trustees of the Trust Funds have reviewed and approved use of Hanson Pines Trust funds for this project.

To the extent not otherwise provided for in this Resolution, the Finance Director is hereby authorized to establish and/or designate such multi-year, non-lapsing accounts and or account numbers as are necessary to implement the transactions contemplated in this Resolution.

Councilor Lachapelle **MOVED** to **ADOPT** the resolution. Councilor de Geofroy seconded the motion. Councilor Desrochers asked for more information. Mark Sullivan, Deputy Finance Director, said the Recreation Department oversees the Hanson Pines Forest Management Plan. The Recreation Department is tasked with presenting any proposed work to the Trustees of the Trust Fund because there is a Hanson Pines Trust Fund set up for that particular piece of land. The **MOTION CARRIED** by a unanimous voice vote.

**13.7. Resolution Accepting Grant to the Rochester Public Library from the American Library Association *first reading and consideration for adoption***

Mayor Callaghan read the resolution by title only as follows:

**Resolution Accepting Grant to the Rochester Public Library from the American Library Association**

**BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF ROCHESTER, AS FOLLOWS:**

That the Mayor and City Council of the City of Rochester hereby accept a grant from the American Library Association to the Rochester Public Library. The grant accepted herein includes Five Hundred Dollars (\$500.00) and Forty Four (44) paperback books. The grant money and books will be used to create a young adult/teens book group.

To the extent not otherwise provided for in this Resolution, the Finance Director is hereby authorized to establish and/or designate such multi-year, non-lapsing accounts and or account numbers as are necessary to implement the transactions contemplated in this Resolution.

Councilor Lachapelle **MOVED** to **ADOPT** the resolution. Councilor Desrochers seconded the motion. The **MOTION CARRIED** by a unanimous voice vote.

**13.8. Resolution Amending the Adopted FY 2024 Rochester CDBG "Action Plan for the City of Rochester, NH" for Rochester Childcare Center *first reading and consideration for adoption***

Mayor Callaghan read the resolution by title only as follows:

**Resolution Amending the Adopted FY 2024 Rochester CDBG "ACTION PLAN FOR THE CITY OF ROCHESTER, N.H." for Rochester Childcare Center**

**BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF ROCHESTER, AS FOLLOWS:**

That the FY 2024 Rochester CDBG "Action Plan for the City of Rochester, N.H." be and hereby is amended to allow the application of Rochester Childcare Center and to award the same in the amount of Fourteen Thousand Dollars (\$14,000.00) for its facility in order to upgrade the blinds that cover the large windows of its classrooms.

**This Resolution is effective upon adoption.**

Councilor Lachapelle **MOVED** to **ADOPT** the resolution. Councilor Desrochers seconded the motion. Councilor Hainey confirmed that this amendment would amend the facilities portion of the grant in the amount of \$14,000 in order to upgrade the blinds that cover the large windows at the Rochester Childcare Center. The **MOTION CARRIED** by a unanimous voice vote.

**13.9. Review: Status of Alleged Ethics Policy Violations by Deputy Mayor Peter Lachapelle**

Mayor Callaghan explained that Councilor Gray submitted a complaint relative to the recent comments made by Councilor Lachapelle at the April 18 Council Workshop as they relate to a possible violation of

the Ethics Policy. Mayor Callaghan said at the time the complaint had been received, he reviewed the complaint and did not feel that Councilor Lachapelle had violated the policy. He explained that the complaint was not based upon repeated conduct. Mayor Callaghan discussed the matter with Deputy Mayor Lachapelle at that time and he felt it would be best for Councilor Lachapelle to sit down and resolve any issues with the City Councilors who found his comments offensive; however, in the meantime, Councilor Beaudoin requested that this topic be added to this evening's agenda for discussion purposes. Mayor Callaghan said this is a status update to that original complaint. He asked Deputy Mayor Lachapelle to address the City Council about the complaint.

Councilor Lachapelle said when he made the comments to the City Council at the April Workshop, he was representing himself and not anyone else on the City Council, and for that he apologized. He said the comments in question were strong, and in hindsight, he should have chosen his words more carefully. He said that he allowed his emotions to get the best of him, which caused some unnecessary anger and discomfort for others. He reiterated his apology and said he is compelled to repair any relationships that he may have damaged during that process.

Councilor Lachapelle said there are many positive things happening in the City of Rochester and he is looking forward to working together with the City Council.

Councilor Beaudoin stated that he accepted Councilor LaChapelle's heartfelt apology; however, he referred to the list of charges against Councilor Lachapelle, which he emailed to the City Council just prior to this meeting (3:30 PM). He wished to review some of those items. He said there is an Ethics Policy in place, which he felt was violated by Councilor Lachapelle. He said this incident has made it clear that the Ethics Policy must be modified to include the creation of a Board of Ethics. He gave reasons to support the creation of an Ethics Board. He said this situation could have been handled differently if there was an Ethics Board in place. He said specifically he was hurt by being referred to by Councilor Lachapelle as a "cancer." He gave reasons why those comments were hurtful.

Councilor de Geofroy said he is unclear what the intended outcome is for this agenda item. He expressed displeasure about placing an item on the agenda and sending documents out only a few hours prior to the start of the meeting. The documents should have been included with the packet material and, if the documents were not ready at the time the

agenda/packet were being sent out, then the item should have been postponed. He agreed that there are procedural "gaps" in the Ethics Policy that should be addressed. He recalled that the Ethics Policy is focused upon repeated behaviors. He said at this point, it does not seem that sanctions are necessary; however, it seems unclear if sanctions are even being pursued at this point.

Councilor Desrochers gave reasons why she agrees there should be an Ethics Board created with this policy. She said some of the language in the Ethics Policy can/does cause a lot of confusion.

Councilor Desrochers addressed the late submission of backup materials. Secondly, she pointed out the fact that the email refers to the Code of Ethics "violations" and does not refer to them as "alleged violations." Lastly, she agreed with Councilor de Geofroy that this process has been confusing.

Mayor Callaghan clarified that this item has been placed on the agenda as a "status update" and not as an investigation.

Councilor Gray said he submitted the original complaint to the Mayor and his complaint had been forwarded to the entire City Council. He said he attempted to meet with the City Attorney prior to submitting the complaint; however, he was told that a formal complaint must be submitted to the Mayor, which he did. He said at this point, he is satisfied with the apology given by Councilor Lachapelle this evening.

Councilor Hainey thanked Councilor Lachapelle for his apology; however, she gave reasons why she felt the Ethics Policy had been violated by Councilor Lachapelle. She stated she still has concerns about future complaints being reviewed by Councilor Lachapelle and did not agree with Councilor Lachapelle or any other councilor handling these investigations on their own. Councilor Hainey **MOVED** to remove Deputy Mayor Lachapelle from investigating anymore Ethics Policy complaints. Mayor Callaghan informed the City Council that a review of the Code of Ethics is scheduled for the August Codes and Ordinances Committee meeting. He reiterated that this agenda item is only meant to be a status update and, unless he is overruled, he is not entertaining any motions of sanctions against Deputy Mayor Lachapelle.

Councilor Larochelle said according to Roberts Rules of Order, any action items on an agenda require previous notice. He indicated that a proposed action, without previous notice, can occur by a two-thirds vote of the City Council. He did not support making any decisions on the

matter this evening.

Councilor Malone said because Councilor Lachapelle is the Deputy Mayor, his comments reflected upon the entire City Council. She thanked him for his apology, but she agreed that an Ethics Board should be created.

Councilor Beaudoin stated that the materials he submitted for this agenda item were just completed today and he sent them out to the entire City Council as soon as possible following their completion. He felt that emailing the documents today is compliant with the Ethics Policy because the documents were emailed "preceding" the meeting, as is clearly stated in the policy. He read a portion of the Ethics Policy, which allows a Council member to bring forth a complaint if no action has been taken by the Mayor or Deputy Mayor. He said he did not want to discuss the details of the charges this evening. He listed several sanctions that could occur; however, he stated his satisfaction with the sincere apology from Councilor Lachapelle.

Councilor de Geofroy said it seems that both Councilors Gray and Beaudoin were satisfied with the apology; however, it now seems that Councilor Hainey is speaking of another alleged violation. He asked if this is a separate complaint. Councilor Beaudoin said Councilor Hainey's motion did not receive the required second to the motion and no other motions have been made, so there is no pending action from the City Council at this time. Councilor Beaudoin **WITHDREW** his complaint against Deputy Mayor Lachapelle and said he was satisfied with the apology received this evening.

Mayor Callaghan said if there were no other comments the meeting would be adjourned.

#### **14. Non-Meeting/Non-Public Session**

##### **14.1. Non-Public Session – Land, RSA 91-A:3, II (d)**

No discussion.

#### **15. Adjournment**

Mayor Callaghan **ADJOURNED** the Regular City Council Meeting at 8:17 PM.

City of Rochester

Regular City Council Meeting  
July 11, 2023

Respectfully Submitted,

Kelly Walters, CMC  
City Clerk

# Rochester School Department

**Mr. Kyle M. Repucci**

Superintendent of Schools  
e-mail: repucci.k@sau54.org

**Dr. Sandie MacDonald**

Assistant Superintendent of Schools  
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**Ms. Linda Bartlett**

Business Administrator  
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**Ms. Sarah Reinhardt**

Director of Student Services  
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**Office of the Superintendent**

150 Wakefield Street

Suite #8

Rochester, NH 03867-1348

(603) 332-3678

FAX: (603) 335-7367



June 14, 2023

Blaine Cox, City Manager  
Rochester City Hall  
31 Wakefield Street  
Rochester, New Hampshire 03867

Dear Mr. Cox:

This letter is to notify you that the Rochester School Board and Rochester's AFSCME COUNCIL 93, LOCAL 863 have reached a tentative agreement on a collective bargaining agreement for school years 2023 through 2026. The contract has been ratified by the bargaining unit and approved by the Board on June 8, 2023. It is necessary now that we present the cost items in the agreement to the City Council for its consideration. The cost items are attached to this letter. The cost items are all included in the operating budget submitted to the City Council.

Hopefully, I can discuss the cost items with the City Council as soon as possible to start our group on the new wage scale by the start of the year.

Respectfully,

Kyle Repucci  
Superintendent of Schools

# MEMO

TO: Blaine Cox, City Manager & Katie Ambrose, Deputy City Manager  
FROM: Kyle Repucci, Superintendent  
DATE: June 8, 2023  
SUBJECT: AFSCME COUNCIL 93, LOCAL 863 Collective Bargaining Status Report

## Exhibit A:

Contents:

Status of Collective Bargaining Agreement  
Rochester's AFSCME COUNCIL 93, LOCAL 863 Contract TA

## Status of Collective Bargaining Agreement

1. Rochester's AFSCME COUNCIL 93, LOCAL 863 Contract - The current contract expires June 30, 2023; the Rochester School District has reached a tentative agreement (TA) with this group which was ratified on June 3, 2023 by AFSCME and by the Board on June 8, 2023..

Rochester's AFSCME COUNCIL 93, LOCAL 863 Cost Items TA- Duration; 3 years.

Rochester's AFSCME COUNCIL 93, LOCAL 863

And

Rochester School Board

Tentative Agreement

June 8, 2023

**Number of Staff: 43**

In the first year, the increases are included in the tax cap compliant budget.

**Cost Items: (attached spreadsheet)**

Year One 2023-2024

Moved off merit and onto ranges. \$165,532.45 or 8.08%

Year Two 2024-2025

Step increase of 2.5% plus CPI-U shall not exceed 4% in year two. \$91,823.51 or 4.15%

Year Three 2025-2026

Step increase of 2.5% plus CPI-U shall not exceed 4% in year two. \$96,636.74 or 4.19%

Additional Items:

1. Hours of Work and Overtime

At the request of the employee and with the approval of the Director, overtime worked through the end of May, may be recorded as comp time up to ~~forty (40)~~ **eighty (80)** hours at the rate of one and one-half hours of comp time for each hour of overtime worked. *Use of comp time is otherwise subject to the provisions of Article 6, Section B, 3 (Vacation Procedures), paragraphs (a) and (b).*

2. *A uniform service will be provided to all employees. Such service shall be paid for by the School District. Eleven (11) changes in pants, eleven (11) changes shirts, and two jackets will be available for each full-time employee. Five (5) changes in pants, five (5) changes in shirts, and one (1) jacket will be available for part-time employees.*

*The Director of Facilities shall establish a credit/charge account in the amount of up to three hundred fifty dollars (\$350) per year for each full-time employee, one hundred seventy-five dollars (\$175) for part-time employees, for the purpose of purchasing work safety shoes or boots. Any unused funds as of June 30 (the end of the fiscal year), shall revert to the District.*

3. For the second and third years of this contract, annually on July 1, during the term of the agreement, the ~~pay ranges~~ **wage schedule** contained in ~~Schedule~~ **Appendix A** for FY ~~2021~~ **2024** will be adjusted by the percentage change in the CPI-U index for Boston-Cambridge-Newton, MA-NH (from November to November of the year preceding the effective date of the pay range adjustment.) The adjustments shall be cumulative year to year. **However, in no event shall the adjustment to the wage schedule be less than 2.0% nor more than 4.0% in the second and third years of this contract.**

*For example, if the CPI-U is 0.0%, the adjustment to the pay range shall be 2.0%. If the CPI-U is 3.0%, the adjustment to the pay range shall be 3.0%. If the CPI-U is 5.0%, the adjustment to the pay range shall be 4.0%*

**If an unsatisfactory performance evaluation is received, the employee may request re-evaluation between ninety (90) and one hundred twenty (120) days after the initial evaluation. If the employee achieves a satisfactory rating, they shall then receive the step increase as of the re-evaluation date. If the employee's performance is still deemed unsatisfactory, they shall have the ability to appeal to the Superintendent who will have the discretion to make a final decision on whether a step advancement shall be awarded.**

4. *Longevity Pay*  
**5-9 years \$375; 10-15 years - \$400 \$500; 16-19 years - \$500 \$650; 20+years - \$600 \$700.**
5. *Holidays*

All full-time employees who have completed the probationary period, shall be paid the following named holidays:

New Year's Day	Columbus Day
Presidents' Birthday	Veteran's Day
<del>Civil Rights</del> <b>MLK</b> day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	<b>Juneteenth</b>

**Part-time employees who have completed the probationary period, shall be paid for the above-referenced holidays (pro-rated share as compared to full-time employees) based upon the length of their regularly scheduled work day.**

*If school is in session on a designated holiday referenced above, the holiday will be rescheduled or considered a "floating" holiday at the discretion of the Superintendent of Schools or designee.*

6. Stipends

**\$950 Head Groundskeeper**

**\$750 Head Custodian, High School and Middle School**

**\$500 Night Custodian, High School and Middle School**

**\$500 Day Custodian at Creteau, Chamberlain, East, Gonic,**

**Maple, McClelland, Nancy Loud, School Street, William Allen, and Bud Carlson**

**50% of the above listed stipends shall be paid in the first pay period in December and 50% shall be paid in the first pay period in June.**

7. In order to qualify for the holiday pay referred to in Paragraph 1 above, the employee must have worked the last scheduled work day before the holiday and the first scheduled work day after the holiday, except for any authorized leave *or sick leave with a doctors note*.

8. Vacation eligibility shall be dependent upon continuous service and employment as a full-time employee on a fifty-two (52) week basis. *Part-time employees may accrue vacation on a pro-rated basis (as compared to full-time employees) based upon their regularly assigned work schedule.*

9. *Sick Leave*

Full-time employees will accumulate sick leave at a rate of one and one-fourth (1.25) days per month during the months that the employees are on duty, accumulating to a maximum of one hundred ten (110) days. *Part-time employees will accumulate sick leave on pro-rated basis (as compared to full-time employees) based upon their regularly assigned work schedule.* The employee shall make every reasonable effort to notify the Supervisor or his/her designee of his/her inability to work as soon as possible, with a minimum of one (1) hour notice for first shift and ~~four~~ *(4) a three (3) hour notice* for second shift. If an employee is away from work on sick leave for more than three (3) consecutive days, the District may require a medical certificate at the employee's expense. The District will maintain a record of all credits and debits to the sick leave

account for each employee. These sick leave accounts are available for inspection by the employee.

10. *Personal Leave*

***Part-time employees are eligible for personal leave, not to exceed one (1) day per employee per year.***

11. *Educational Incentive*

When the District requires an employee to attend an educational conference or course, the District shall pay the cost thereof, in advance, to the organization sponsoring the conference or course, ***as well as pay the employee for the time attending said conference or course, which shall generally not exceed the length of the employees' regularly scheduled work day, unless authorized by the Superintendent of Schools or designee.***

When an employee requests to attend an educational course or program, an application and estimated expenses must be submitted in advance to be used, in part, in determining approval or disapproval by the Superintendent of Schools. The employee shall initially pay for such approved course or program and will be reimbursed therefor, within thirty (30) days after submitting evidence of successful completion. ***Since attendance is voluntary, the time attending said conference or course is generally not considered compensable work time, but the employee may utilize accrued vacation or personal leave, based upon the authorization of the Superintendent of Schools or designee, in order to suffer no loss in pay.***

12. *Promotions and Transfers*

*The District reserves the right to make promotions and ~~grant transfers requests on the basis of~~ qualifications for the position requested, ability, and performance of duty in its best interests. Seniority shall govern where the District has determined that the employees have demonstrated equal qualifications, ability, and performance of duty.*

13. *Wage Scale*

**2023-2024**

Grade	1	2	3	4	5	6	7	8	9	10
Custodian	17.87	18.26	18.67	19.09	19.53	19.98	20.45	20.93	21.43	21.95
Grounds	19.01	19.46	20.00	20.56	21.13	21.73	22.34	22.99	23.66	24.35
Skilled Maintenance	20.17	20.69	21.23	21.78	22.36	22.96	23.57	24.21	24.87	25.55

School Health Contribution	80/20	80/20	80/20	80/20
	SOS \$20/40	SOS \$20/40	SOS \$20/40	SOS \$20/40
	RX 10/20/45	RX 10/20/45	RX 10/20/45	RX 10/20/45
	DED	DED	DED	DED
Health Plan	\$1000/3000	\$1000/3000	\$1000/3000	\$1000/3000
Projected Health Increase		FY 2024 Rates	5%	5%
	<b>Current FY23</b>	<b>FY24</b>	<b>FY25</b>	<b>FY26</b>
<b>Wages</b>				
Base Wage	1,564,648.80	1,705,467.19	1,773,685.88	1,844,633.31
Longevity	1,400.00	9,625.00	9,775.00	10,825.00
Total Wages	1,566,048.80	1,715,092.19	1,783,460.88	1,855,458.31
Dollar Change		149,043.39	68,368.69	71,997.44
<b>% Change</b>		9.52%	3.99%	4.04%
<b>Benefits</b>				
FICA/Medicare	119,802.73	131,204.55	136,434.76	141,942.56
Health Insurance	356,028.37	361,012.77	379,063.41	398,016.58
Opt Out				
Dental	6,856.30	6,959.14	7,133.12	7,311.45
Total Rollups	482,687.40	499,176.46	522,631.29	547,270.59
Dollar Change		16,489.06	23,454.82	24,639.30
<b>% Change</b>		3.42%	4.70%	4.71%
<b>Totals</b>				
Total Wages, Benefits and Rollups	2,048,736.20	2,214,268.65	2,306,092.16	2,402,728.90
Dollar Change		165,532.45	91,823.51	96,636.74
<b>% Change</b>		8.08%	4.15%	4.19%

# Rochester School Department

**Mr. Kyle M. Repucci**

Superintendent of Schools  
e-mail: repucci.k@sau54.org

**Dr. Sandie MacDonald**

Assistant Superintendent of Schools  
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**Office of the Superintendent**

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Rochester, NH 03867-1348

(603) 332-3678

FAX: (603) 335-7367



June 30, 2023

Blaine Cox, City Manager  
Rochester City Hall  
31 Wakefield Street  
Rochester, New Hampshire 03867

Dear Mr. Cox:

This letter is to notify you that the Rochester School Board and Rochester's AFT #3607, AFT-NH, AFL-CIO (Paraeducator Contract) have reached a tentative agreement on a collective bargaining agreement for school years 2023 through 2026. The contract has been ratified by the bargaining unit and approved by the Board on June 28, 2023. It is necessary now that we present the cost items in the agreement to the City Council for its consideration. The cost items are attached to this letter (Appendix A). The cost items are all included in the operating budget submitted to the City Council.

Hopefully, I can discuss the cost items with the City Council on July 11th when I also present the AFSCME tentative agreement.

Respectfully,

Kyle Repucci  
Superintendent of Schools

# MEMO

TO: Blaine Cox, City Manager & Katie Ambrose, Deputy City Manager  
FROM: Kyle Repucci, Superintendent  
DATE: June 30, 2023  
SUBJECT: AFT #3607, AFT-NH, AFL-CIO (Paraeducator Contract)

## Exhibit A:

Contents:

Status of Collective Bargaining Agreement

Rochester's AFT #3607, AFT-NH, AFL-CIO (Paraeducator Contract) Contract TA

## Status of Collective Bargaining Agreement

1. Rochester's AFT #3607, AFT-NH, AFL-CIO (Paraeducator Contract)- The current contract expires June 30, 2023; the Rochester School District has reached a tentative agreement (TA) with this group which was ratified on June 21, 2023 by AFT #3607, AFT-NH, AFL-CIO and by the Board on June 28, 2023.

Rochester's AFT #3607, AFT-NH, AFL-CIO (Paraeducator Contract) Cost Items TA- Duration; 3 years.

Rochester's AFT #3607, AFT-NH, AFL-CIO  
(Paraeducator Contract)

And

Rochester School Board

Tentative Agreement

June 28, 2023

In the first year, the increases are included in the tax cap compliant budget.

Year One 2023-2024

\$544,841.27 or 16%

Year Two 2024-2025

Step increase of 3.0% or \$166,311.33

Year Three 2025-2026

Step increase of 3.0% \$164,415.80

Additional Items:

1. Article I

A. *Sole and Exclusive Bargaining Agent*

The Rochester School Board recognizes the Rochester Federation of Teachers, Para-educator Chapter AFT Local 3607, AFT-NH, AFL-CIO as the sole and exclusive collective bargaining representative of:

~~All Para-educator Is~~ ————— ~~Title 1 Tutors~~

~~All Para-educator Hs~~ ————— ~~Bookkeepers~~

~~Secretaries~~

~~ READ TO A CHILD 20 MINUTES A DAY ~~

**All full-time and regular part-time paraeducators, school secretaries, Title I tutors, speech assistants, occupational therapy assistants, physical therapy assistants, and licensed nursing assistants.**

Excluded are all other employees, including, but not limited to, **all central office secretaries, receptionist, bookkeepers, assistant bookkeepers, facilities clerk, and** all supervisory, confidential, and professional employees.

2. Article II - Duration

Three year contract July 1, 2023 to June 30, 2026.

3. Article IV - Working Conditions

B. Upgrade Pay

**When a para-educator *volunteers or* is asked to serve as a substitute teacher by an administrator, the employee will be paid ~~either the substitute rate or~~ his/her regular rate, ~~whichever is higher~~ plus the rate of ten dollars (\$10) per hour for any portion of an hour for the first hour.**

**If the substitution or coverage extends beyond an hour, the paraeducator will be paid in fifteen (15) minute increments. In addition to the paraeducator's regular rate of pay, the additional pay received at the rate of \$10/hour shall not exceed \$75 per day. Paraeducators who are assigned to one or more students with an IEP shall not normally be eligible for substitute assignments unless their assigned student(s) do not require services or the building administrator deems it necessary for said coverage.**

**Time worked as a substitute teacher shall not be used to otherwise qualify for benefits under the New Hampshire Retirement System (NHRS). It shall be the employee's responsibility to monitor hours worked so as to avoid triggering retirement benefits under NHRS.**

**The administration may assign a paraeducator to provide coverage in the event of no volunteers. Any and all coverage should be approved by an administrator.**

*Title 1 tutors will not be assigned to any duties prohibited by Federal regulations.*

I. *Placement on Salary Schedule*

1. Credit in the salary schedule will be for related education and job-related work experience. No employee will be placed on a step higher than indicated by actual education and/or experience or higher than a current employee with equivalent experience and/or education. Para-educators ~~with two (2) years of college or who have attained HQ (Highly Qualified) status~~ **who qualify per NH DOE requirements (Associate's Degree, 48 College Credits, Passed Para Pro Test, or approved competency portfolio)** shall be placed on the Para-Educator II track. ~~After the effective date of this Agreement, no new employee will be given credit on the wage scale for more than three years of experience and/or education during his/her first year of employment. After initial placement, no more than one step will be granted to an employee in a single year. The provision regarding initial salary schedule placement shall not apply to the position of Bookkeeper 2.~~

L. *Notification of Annual Employment Status/Letter of Agreement*

Notification of the District's intent to employ for the upcoming school year will be given to all employees **on or before the last day of school in the form of a letter of agreement. In the event the City Council has not approved the School Department budget, the letters may be issued as contingent upon City Council approval of the budget.** ~~as soon as practicable after City Council approval of the School Department budget. On or before July 30<sup>th</sup>~~ **The employee shall sign and return the letter of agreement to the district within fifteen (15) days or decline the position. The Letter of Agreement for** each employee ~~shall be provided with a notification which~~ shall include the employee's **tentative** assignment for the upcoming school year, salary/hourly wage rate, and benefits.

4. Article VI - Working Conditions

R. Paraeducators shall have access to a computer device while in the school building. **Effective as of the start of the 2024-2025 contract year, paraeducators shall be issued a computer device for performance of their official duties.**

S. **Paraeducators shall have one representative selected by the RFT to serve on the District Joint Loss Committee.**

5. Article VII - Hours and Days of Work

~~B. The work week for full-time employees shall be~~ **who work thirty (30) hours or more per week shall be considered full-time.**, ~~with t~~The hours of work **day is** to be determined and scheduled by the department head or supervisor. ~~The schedule will~~

be established based upon a reasonable application of appropriate state and federal standards.

C. Employees scheduled to work less than thirty **(30)** hours per week shall be considered part-time employees.

D. Employees **who work at least five (5) hours per day** will be provided with a thirty (30) minute duty-free **unpaid** lunch period **and a paid one fifteen (15) minute break**. Employees who work ~~four~~ **less than five (5)** hours or more in a single day will be provided with **a paid one fifteen (15) minute break**.

F: The work year for Para-educator I and Para-educator II shall include the two (2) days prior to the beginning of the student school year. **The RFT shall be given an opportunity to meet with new hires during the two (2) teacher workshop days prior to the start of the student school year.**

G. Work Day – Library Paraeducators: ***Paraeducators assigned to the elementary school libraries shall work a 6.5 hour work day and be provided with a continuous and uninterrupted thirty (30) minute, duty-free preparation period each day.***

H. Building administrators shall allow employees to make up work time lost from delayed openings within two weeks of the day the work time was lost. ~~Canceled school days, not otherwise made up at the end of the year, may be made up prior to the end of the year.~~ ***The employees are not restricted to normal student hours. Employees will review the work to be completed with their supervisor prior to working the hours. Employees may not work more than 40 hours in a week unless approved by their supervisor. Employees do not have to make up the time, it is their choice.***

***On delayed opening days, employees shall not be required to come in earlier than student arrival time.***

***In the event work days are cancelled and not made up at the end of the year, school year employees shall suffer no loss in pay.***

***On cancelled school days, year-round employees shall report to work when it is safe to do so unless other arrangements are made with their supervisor. The employee has the option to use vacation or personal leave on cancelled school days.***

**Remote Learning Days:**

***The remote learning days memorandum of understanding entered between the parties for the 2022-2023 school year shall remain in effect for the 2023-2024 school year.***

***Effective July 1, 2024, bargaining unit employees shall be furnished with a District issued computer device and, under to the direction of their supervisor or his/her designee, permitted to work remotely on designated remote learning days.***

6. Article VIII - Seniority

- I. The first ~~ninety (90)~~ **sixty (60)** calendar days of employment shall be considered a trial period to permit the District to determine a new employee's fitness and adaptability for the work required, subject to a unilateral extension by the District. During such probationary period a newly hired employee shall not be subject to the provisions of this Agreement ***except as outlined in specific provisions in the contract.*** This Article shall apply to persons who are rehired after loss of seniority. In the event that the person gained this position as the result of a promotion, he/she shall be governed by the provisions of the Agreement. During the probationary period, the probationary employee may be discharged at the sole discretion of the District and neither the reason nor the discharge may be the subject of a grievance, notwithstanding Paragraph G-5, above, which shall apply to existing employees of the District.

7. Article IX -

*B. B. Method of Salary Payment*

~~All bargaining unit members except for employees working more than forty weeks per year, shall have the option of being paid in twenty-two (22) payments per year, or having their salary pro-rated in twenty-six (26) payments per year.~~

***Bargaining unit employees shall annually make the selection to be paid in one of the following manners:***

***(a) Anticipated annual wages, divided by 26, which equals 25 bi-weekly checks, and one reconciliation payment, or***

**(b) Anticipated annual wages, divided by 22, which equals 21 bi-weekly checks, and one reconciliation payment, or**

**(c) Full pay for hours actually worked in a pay period, paid at regular intervals not to exceed 14 days.**

**The reconciliation payments under options (a) and (b), above, may result in a paycheck of less than the equal pay amount, to a possible zero balance, being due to the employee, based upon their actual hours worked.**

**Employees must specify their choice in writing prior to their first payroll period on a form provided by the District. Employees who fail to specify their choice, shall be paid as is described in paragraph (c), above. A reconciliation payment shall be calculated as a final payment for any employee being paid on an equal pay basis [i.e., option (a) and (b) above], who, for whatever reason, leaves employment before the end of the contract year.**

## **8. Article X - Leaves**

### *B. Sick Leave*

~~1.~~—Employees may accumulate sick leave after completion of the employee's probationary period. **from the date of hire. Probationary employees shall be permitted to utilize up to three (3) days of sick leave during the probationary period. If an employee terminates employment and has utilized sick leave not yet earned, the amount of unearned sick leave used shall be deducted from the employee's final paycheck.**

### *C. Personal Leave*

Personal leave days will be allowed for personal affairs provided that the leave will be taken for purposes which could not reasonably be accomplished on other than a school day. Prior approval of the Superintendent or his or her designee is required, except in the case of an emergency, when approval may be subsequent. Approvals may not be unreasonably withheld. Personal days contiguous to holidays may be taken in extraordinary circumstances with the prior approval of the Superintendent or his or her designee, and such approval shall not be unreasonably withheld. Leaves taken pursuant to this section shall be in addition to any sick leave to which a covered employee is entitled. **Probationary employees will be allowed to use personal leave upon**

***the completion of the probationary period.*** Personal leave will be non-accumulative and will be granted at the following rates:

1. Employees in Tier 1 will receive no personal leave day per year.
2. Employees in Tier 2 will be eligible for one (1) personal leave day per year.
3. Employees in Tier 3 will be eligible for three (3) personal leave days per year.

9. ***F. Bereavement Leave***

Bereavement leave shall be granted, upon request, when a death occurs in a permanent employee's family in accordance with the following schedule:

1. Spouse, domestic partner or child (including step-equivalents): **Five (5) Ten (10)** work days for the death excluding Saturday, Sunday and Holidays.
2. Father, Mother, Father-in-law, Mother-in-law, Sister, Brother, Grandchild, Son/Daughter-in-law, **or** relative ~~or ward residing~~ **domiciled** in the employee's household: Three (3) work days for the death excluding Saturday, Sunday and Holidays.
3. Grandmother, Grandfather, Aunt, Uncle, Sister/Brother-in-law, or Niece/Nephew: One (1) day for the purpose of attending the funeral.
4. Leave to attend the funeral of any individual not listed above shall be granted only at the discretion of the Superintendent of Schools and may be granted only one time per year per employee.
5. Under extenuating circumstances as determined by the Superintendent, two (2) additional work days with pay may be granted under Section 1, 2 or 3 with written approval of the Superintendent.

***G. 2. Witness Leave***

An employee who is subpoenaed ***or otherwise required*** to appear in Court ***or before an administrative agency*** on a District-required case outside of working hours, and/or on non-contractual days including school vacations and summer vacations, shall be compensated by the District at the employee's per diem rate of pay. This provision shall not apply in a case when the Federation is a party to the proceeding. This provision shall not apply in a case when the Court hearing is the result of a criminal or civil matter outside the scope of the ~~teachers~~ ***employees'*** prescribed duties regardless of whether

the incident giving rise to the Court hearing occurred while the employee was at work and/or on District property. The covered employee shall pay over to the Rochester School Board and City of Rochester any money paid for such witness except that portion of the money identified as personal expense, such as for travel.

10. *Wage Scales*

22-23

Years of Experience	SEC 2	BK2	Para-Educator 1	Para-Educator 2
0,1,2	\$15.05	\$16.27	\$12.52	\$13.50
3	\$15.35	\$16.58	\$12.82	\$14.06
4	\$15.66	\$16.88	\$13.13	\$14.36
5	\$15.96	\$17.19	\$13.43	\$14.63
6	\$16.27	\$17.49	\$13.74	\$14.75
7	\$16.58	\$17.80	\$14.05	\$14.99
8	\$16.88	\$18.11		\$15.29
9	\$17.19	\$18.41		\$15.82
10	\$17.65	\$18.87		\$16.28
11	\$18.11	\$19.33		\$16.81
12	\$18.57	\$19.79		\$18.28
13	\$19.02	\$20.25		\$18.85
14	\$19.48	\$20.71		\$19.40
15	\$19.94	\$21.17		\$19.64
16	\$20.40	\$21.63		\$20.40
17	\$21.01	\$22.23		\$21.01

23-24

Years of Experience	SEC2	Para-Educator 1	Para-Educator 2
0,1,2	\$17.46	\$14.52	\$15.66
3	\$17.81	\$14.87	\$16.31
4	\$18.17	\$15.23	\$16.66
5	\$18.51	\$15.58	\$16.97
6	\$18.87	\$15.94	\$17.11
7	\$19.23	\$16.30	\$17.39
8	\$19.58		\$17.74
9	\$19.94		\$18.35
10	\$20.47		\$18.88
11	\$21.01		\$19.50
12	\$21.54		\$21.20
13	\$22.06		\$21.87
14	\$22.60		\$22.50
15	\$23.13		\$22.78
16	\$24.00		\$23.66
17	\$24.53		\$24.37

<b>2024-2025</b>			
3%			
Years of Experience	SEC2	Para-Educator 1	Para-Educator 2
0,1	\$17.98	\$14.96	\$16.13
2	\$18.16	\$15.14	\$16.46
3	\$18.34	\$15.32	\$16.80
4	\$18.71	\$15.69	\$17.16
5	\$19.07	\$16.05	\$17.48
6	\$19.44	\$16.42	\$17.62
7	\$19.81	\$16.79	\$17.91
8	\$20.17		\$18.27
9	\$20.54		\$18.90
10	\$21.09		\$19.45
11	\$21.64		\$20.08
12	\$22.19		\$21.84
13	\$22.73		\$22.52
14	\$23.27		\$23.18
15	\$23.82		\$23.47
16	\$24.72		\$24.37
17	\$25.27		\$25.10

~ ~ READ TO A CHILD 20 MINUTES A DAY ~ ~

2025-2026			
3%			
Years of Experience	SEC2	Para-Educator 1	Para-Educator 2
0	\$18.52	\$15.41	\$16.61
1	\$18.61	\$15.50	\$16.78
2	\$18.70	\$15.59	\$16.95
3	\$18.89	\$15.78	\$17.30
4	\$19.27	\$16.16	\$17.67
5	\$19.64	\$16.53	\$18.00
6	\$20.02	\$16.91	\$18.15
7	\$20.40	\$17.29	\$18.45
8	\$20.77		\$18.82
9	\$21.15		\$19.47
10	\$21.72		\$20.03
11	\$22.29		\$20.69
12	\$22.85		\$22.50
13	\$23.41		\$23.20
14	\$23.97		\$23.87
15	\$24.54		\$24.17
16	\$25.46		\$25.11
17	\$26.02		\$25.86

School Health Contribution	80/20	80/20	80/20	80/20
Health Plan	SOS \$20/40 RX 10/20/45 DED \$1000/3000	SOS \$20/40 RX 10/20/45 DED \$1000/3000	SOS \$20/40 RX 10/20/45 DED \$1000/3000	SOS \$20/40 RX 10/20/45 DED \$1000/3000
Projected Health Increase		FY 2024 Rates	5%	5%
	<b>Current FY23</b>	<b>FY24</b>	<b>FY25</b>	<b>FY26</b>
<b>Wages</b>				
Base Wage	3,093,877.67	3,638,718.94	3,805,030.27	3,969,446.07
Longevity	81,000.00	81,750.00	88,500.00	96,000.00
Total Wages	3,174,877.67	3,720,468.94	3,893,530.27	4,065,446.07
Dollar Change		545,591.27	173,061.33	171,915.80
<b>% Change</b>		17.18%	4.65%	4.42%
<b>Benefits</b>				
FICA/Medicare	242,878.14	284,615.87	297,855.07	311,006.62
Health Insurance	717,953.58	728,004.93	764,405.18	802,625.44
Opt Out				
Dental	10,958.28	11,122.65	11,400.72	11,685.74
Total Rollups	971,790.00	1,023,743.46	1,073,660.96	1,125,317.80
Dollar Change		51,953.46	49,917.50	51,656.84
<b>% Change</b>		5.35%	4.88%	4.81%
<b>Totals</b>				
Total Wages, Benefits and Rollups	4,146,667.67	4,744,212.40	4,967,191.23	5,190,763.87
Dollar Change		597,544.73	222,978.83	223,572.64
<b>% Change</b>		14.41%	4.70%	4.50%