COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF ROCHESTER

AND

LOCAL 863 OF THE AMERICAN FEDERATION

OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES

FOR THE PERIOD

BEGINNING JULY 1, 2015 THROUGH JUNE 30, 2019

COLLECTIVE BARGAINING AGREEMENT

CITY OF ROCHESTER, NH AND AFSCME LOCAL 863

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ARTICLE I: INTRODUCTION

This Agreement is entered into on this 16th day of March, 2015 by and between the CITY OF ROCHESTER, NEW HAMPSHIRE, hereinafter referred to as the City and LOCAL 863 OF THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, hereinafter referred to as the Union.

Pursuant to the provisions of the Public Employee Relations Act (RSA, Chapter 273-A) the parties have entered into this Agreement in order to establish mutual rights and provide for equitable adjustment of differences which may arise, concerning wages, hours of work, and other conditions of employment other than managerial policy. The Union recognizes and accepts the necessity of the City to operate within its budget as adopted by the City Council.

ARTICLE II: RECOGNITION

2.1 The City recognizes the Union as the sole and exclusive bargaining agent for all permanent, full-time employees of the Public Works Department inclusive of the Highway/Fleet Division, the Water Division, the Sewer Division and the Buildings and Ground Division, excluding the Director, foremen, Assistant Directors, clerical staff, seasonal and probationary employees.

2.2 ñPublic Works Departmentò means employees hired to perform any and/or all services which may be required of, or assigned to, the Highway/Fleet Division, the Water Division, the Sewer Division and the buildings and Grounds Division.

2.3 The Union agrees to represent all employees in the Public Works Department without discrimination and without regard to membership in the Union. However, this shall not prevent the City Manager, Directors or Assistant Directors, from communicating or consulting with any employee or group of employees in their usual and normal supervisory capacity as municipal officials.

2.4 The City will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining, or make any agreement with any such group for the purpose of undermining the Union or changing any condition contained in this agreement.

2.5 All employees covered by this Agreement shall have the right to join the Union and the right to refrain from joining the Union. No employee shall be favored or discriminated against by either the City or by the Union because of an employeeôs membership or non-membership in the Union. The City and the Union agree that there will be no discrimination by the City or by the Union against any employee because of such employeeôs lawful activity in support, or opposition to the Union. Both the City and the Union agree that neither of them will discriminate against any employee covered by this agreement, because of race, creed, religious belief, color, age, sex, national origin, or physical or mental handicap, as these terms are defined and interpreted under the pertinent federal and state statutes. Both parties will share equally the responsibilities for applying this provision under the Agreement.

ARTICLE III: UNION FINANCIAL SECURITY AND DUES

3.1 All employees in the collective bargaining unit shall, upon completion of the probationary period of twelve (12) months, become eligible to join the Union in good standing in accordance with the constitution and by-laws of the Union, during the term of this Agreement or Extension thereof. Provided, however, any member whose membership in the Union has been denied or terminated shall, in the discretion of the City, be continued as an employee.

3.2 The City agrees to deduct monthly dues upon written authorization signed by the employee in an amount certified to be current by the Secretary-Treasurer of the Union from the pay of all permanent member employees. The total amount of deductions shall be remitted, each month, by the employer to the Treasurer of the Union. This authorization shall remain in full force and effect until the employee submits a written revocation of such authorization to the City, and the revocation may only be submitted to the City within the last thirty (30) days prior to the expiration of the Agreement or anytime after the expiration of the Agreement.

3.3 In the event that an employee needs the services of the Unionôs business agent or attorney, an arbitrator and any other cost that may occur and that employee chooses not to pay union dues, he/she shall pay fees for said representation as determined by the Union on its established hourly rates.

ARTICLE IV: MANAGEMENT RIGHTS

4.1 Except as specifically limited or abridged by the terms of this Agreement, the management of the City of Rochester in all phases and details shall remain vested exclusively in the Employer and its designated agents. The Employer and its agents shall have jurisdiction over all matters concerning the management of the City of Rochester, including but not limited to: the exercise of all of the rights, responsibilities and prerogatives that are inherent in the Employer or its agents by virtue of any statues and/or ordinances, as well as the right, responsibilities and prerogatives relating to, including but not limited to the utilization of part-time employees, direction of workforce, the establishment of proper rules and regulations, the right to hire, supervise, discipline or discharge, relieving employees from duty for lack of work and/or funds, the right to decide classifications, the right to abolish positions, the right to outsource additional departmental work and functions subject to such regulations and restrictions governing the exercise of this right as expressly provided in this agreement, statute or law, the right to determine schedule of work the right to assign work across City departmental and/or PDW divisional lines, the right to determine methods, processes and the manner of performing work and the general control of all operations of the City of Rochester in all its phases and details as well as all rights retained by virtue of including, but not limited to, New Hampshire RSA Chapter 273,A, and any other provision(s) of the Revised Statutes Annotated or other laws. It is agreed that these enumerations of management rights hall not

be deemed to exclude other management rights not specifically herein enumerated.

4.2 It shall be the right of the Union to present and process grievances of its members as a result of Managementõs actions.

ARTICLE V: DEFINITIONS

5.1 ñDirectorò shall refer to and mean the appropriate management personnel head of each department with employees covered by this collective bargaining agreement.

5.2 ñProbationary Employeeò all newly hired employees shall be in a probationary status for twelve (12) months. If terminated or disciplined during the probationary period, the decision of the Director is final and not subject to grievance. Medical and dental insurance coverage will begin on the first of the month after the first day of work. There shall be no paid sick leave available during the employeeõs first six (6) months of employment as a probationary employee nor will the employee be eligible for the benefit described in Section 12.5, but at the end of the first six (6) months the employee shall be credited with forty-eight (48) hours of accumulated sick leave. Probationary employees shall be eligible for personal leave and comp time.

ARTICLE VI: UNION BUSINESS LEAVE

6.1 Subject to the approval of the Director, member(s) of the Union may be allowed time off to conduct Union business as defined below without loss of pay or benefits:

(a) Members of the Union negotiating committee, not to exceed three (3) members from the bargaining unit who will attend meetings between the City and the Union for the purpose of negotiating the terms of a contract, provided the employee was scheduled for work at a time simultaneous to the attendance of such meeting.

(b) A grievant and one Union representative each allowed up to one (1) hour (without loss of pay if either or both are at work) during work hours or a greater time if mutually agreed upon to process grievances through each step of the Grievance procedure contained in Article XX. A grievant and one (1) Union representative shall be allowed a reasonable period of time without pay to investigate and prepare a case for a grievance.

ARTICLE VII: WORK WEEK AND OVERTIME

7.1 The normal week shall be 40 hours consisting of five (5) consecutive eight (8) hour days, Monday through Friday.

7.2 The normal work day shall be scheduled from 7:00 AM to 3:00 PM, except that the schedule may be changed by the City no more than one (1) hour in either direction. A one-half (1/2) hour paid lunch break will be allowed during the work day.

The normal work day schedule set forth herein may be changed by agreement between the parties in order to accommodate the Departmentôs operational needs and/or an employeeôs personal request. In the event that the employeeôs work scheduled hours that differ from those set forth in Article 7.1 or 7.2 above it is agreed that all sick, personal, vacation or compensatory leave time shall be computed on the basis of the actual hours worked pursuant to the flexible schedule in place.

7.3 All hours worked before or after the normal work hours or week shall be compensated at the rate of time and one-half.

7.4 All time worked over forty (40) hours in any one week shall be compensated at the rate of time and one-half. All work performed on Sunday shall be compensated at the rate of time and one-half (expect as worked in accordance with the normal work scheduled shown in Appendix B). Sunday shall start at 12:00 oôclock midnight Saturday and end at 7:00 AM Monday.

As an alternative to payment of wages at time and one-half (1 ½) for overtime work, an employee may request to take this overtime as compensatory time off. Approval of the request is required by the Director. Each one (1) hour of overtime to be compensated at the rate of 1 ½ hours (example: 8 hours of overtime equals 12 hours of compensatory time off.) A maximum of eighty (80) compensatory hours will be permitted to accumulate for employees hired prior to 7/1/2015; A maximum of sixty (60) compensatory hours will be permitted to accumulate for employee hired on or after 7/1/2015.. Scheduling of compensatory time off will be handled in a manner similar to that used for vacation scheduling (see section 13.2). Any compensatory time unused at the end of the last pay period in December will be paid at the current hourly rate in the first full payroll period in January.

7.5 If an employee is recalled back to work before or after his/her scheduled work hours and report to work within sixty (60) minutes of the call, then the employee shall be compensated at the rate of time and one half his/her regular hourly rate for the time actually worked with a minimum of two hours call in time. If an employee does not report within the sixty minutes specified then the employee shall only be paid for the time actually worked. This provision shall not be construed as changing the requirements for employees covered by Section 7.10. Call-ins that are contiguous to an employeeôs regularly scheduled shift do not qualify for the minimum two (2) hours call-in pay. Employees who are called in for work prior to and contiguous with their regularly scheduled shift and who

report within sixty (60) minutes of being called shall be paid an additional thirty (30) minutes of time at their regular overtime rate.
Management retains the discretion to take extenuating circumstances into account when employees arrive more than sixth (60) minutes late.

7.6 The parties agree that overtime work may be assigned among all available and qualified regular employees, a seniority roster in each classification to be used for the purpose, on a rotating basis. Full time employees will be given first consideration prior to use of part time or probationary employees for overtime work.

7.7 In an emergency situation such as a snowstorm, prolonged water breaks, prolonged disruption of sewer service or the system, or other natural disaster, any one of which represents a reasonably substantial threat to the health, welfare or safety of the City of Rochester, its inhabitants and businesses, the Director of Public Works shall have the right and authority to change shifts and hours of work during that emergency and for forty-eight (48) hours thereafter.

7.8 In the event job positions in the Water and Sewer Divisions require twenty-four (24) hour employee attendance, as a twenty-four (24) public service facility, and as determined in the sole discretion of the Director of Public Works based upon objective criteria, then it is agreed employees holding such positions shall be paid at straight time rates for the first eighty (80) hours of work bi-weekly, even though the first work week may require more than forty (40) hours and the second work week requires less. Any work over eighty (80) hours for each two (2) week work period shall be paid at one and one-half (1 ½) the regular rate of pay.

7.9 Employees not expecting to work because of emergencies or because of other justifiable cause(s) must notify their supervisor at least thirty (30) minutes before scheduled report to work time unless justifiable reason prohibits same.

7.10 Stand-By Duties

(a) Employees who elect during the June 15 to June 30 ñsign-upò period for stand-by duty during their normal off duty hours shall be in immediate communication with their Department or Police Dispatch during the standby period, and shall report to work immediately, but in no case longer than 30minutes from the time of first contact.

(b) For the purpose of this Article, a standby day shall mean Monday through Friday (16 hours per day) and Saturday, Sunday, and Holidays (24 hours per day). An employee who is on standby time will be paid a differential of two dollars ($2.00) per hour for such responsibility even if not called in. If called in employee will receive a minimum of two (2) hours at overtime rates to cover the actual time worked, in addition to the standby differential.

(c) The Departments agree to provide employees on call with communication devices, such as ñbeepersò.

7.11 The parties, mutually, agree to reopen the agreement for the sole and exclusive purpose of negotiating changes in schedules applicable to the Water and Wastewater Treatment facilities if during the term of this agreement physical changes in the facilities require, in the opinion of either party, such change.

7.12 Effective July 1, 2007, in the event that additional positions are created for the water and sewer divisions, the City shall have the right to establish a normal workweek of forty (40) hours, which may include work performed on weekends. Consequently Article 7.1, 7.2 and 7.4 shall not apply to these new positions. Current employees shall have the right to apply for and work such positions but cannot be assigned to the same. Those employees who are assigned to the position will remain in the position subject to Article XXII and XXIII of this agreement. The schedule will provide for two consecutive days off. The Director shall establish a normal workweek which can be changed upon one week advance notice to the Union.

7.13 All Building and Grounds Division bargaining unit employeesôhours of work and overtime shall be determined by the Director of Public Works. The schedule will provide for two consecutive days off. The Director shall establish a normal workweek which can be changed upon one week advance notice to the Union.

ARTICLE VIII: <u>JOB CLASSIFICATION AND SENIORITY</u>

8.1 Seniority will be considered when vacancies occur when the applicants for said vacancies are of equal qualification.

8.2 Employees operating equipment which would normally be operated by employees in a higher job classification than their own will receive the minimum rate or next highest rate of the higher classification, if the minimum is equal or less than the employeeôs regular pay rate for all hours working at the higher classification, if the employee has operated the equipment for four (4) or more consecutive hours. Employees assigned to operate equipment in a higher classification for training purposes, shall not be eligible to receive the higher classification pay.

8.3 Upon the effective date of this Agreement, the essential functions of the Meter Reader classification will be incorporated into the Meter Maintenance classification. The Meter Maintenance position will be classified as a pay grade two (2).

ARTICLE IX: PROMOTIONS, VACANCIES AND EDUCATIONAL INCENTIVE

9.1 All vacancies and new positions for the department under this Agreement shall be posted for five (5) work days by the time clocks. The City agrees that members of the Union may apply for any vacant or newly created supervisory or administrative position and will receive full consideration according to their qualifications. Employees may submit their applications to the Director or Division Head as appropriate. New applications for employment shall be filled out by the individual seeking the promotion. The employeeôs qualification or lack thereof shall be determined solely by the Director by reference to reasonable objective standards. Promotions shall be subject to the probationary prior of up to ninety (90) days.

Included in all postings are wages, hours and the job description of posted vacancy.

9.2 The Director shall determine any and all testing procedures that affect qualification for all positions.

9.3 Nothing in this Agreement shall limit the ability of the City to provide for a complement of supervisors and departmental personnel deemed in the judgment of the Director necessary for the proper administration of the affairs of the Public Works Department and as provided for within the Departmental Budget.

9.4

(a) Employees within a department where vacancy occurs shall have a preference when applicants are of equal qualification. The Director of Public Works shall administer testing procedures to determine the qualifications of applicants for a posted vacancy. The Director of Public Works shall promptly post the names of employees selected for posted jobs. In the posting of job vacancies of new positions, it is understood only permanent jobs shall be posted, and the posting shall include job qualifications, rate of pay, job location and, if applicable, a shift. These procedures shall apply and be followed in all permanent promotions and vacancies or new positions.

(b) Any current employee selected for a posted job shall have a ninety (90) day probationary period. At the end of the probationary period the Director may do one of the following:

(1) Consider the employee qualified and issue a permanent transfer.

(2) Return the employee to his/her prior position.

(c) The employee retains the right to return to his/her prior position the first thirty days of the probationary period. Upon the expiration of said thirty (30) day period the employeeôs placement shall be subject to the provisions of Article 9.4 (b) (1) and (2).

9.5 Educational Reimbursement ï The following Educational Reimbursement Incentive Policy will apply to all City Employees after one (1) year of service. The City agrees to provide reimbursement for courses if all of the following are met.

(a) The course is approved in advance by the Director.

(b) The course is related to the employeeõs job or as part of a career development program.
(c) There is sufficient funding in the budget for that purpose.
(d) No more than 3 courses per fiscal year unless approved by the City Manager.
(e) Reimbursement for only the cost of the course will be based upon completion of and proof of a passing grade.

9.6 The City will reimburse an employee the difference between a standard driverõs license and a commercial driverõs license, on a renewal of license, if the City requires such licenses as a minimum qualification of the employeeõs job. The City shall pay the cost of all required water and sewer license, and with prior discretionary approval of the Director, the cost of licenses that may advance an employeeõs career with the City.

ARTICLE X: COMPENSATION

10.1 The compensation schedule, payable bi-weekly to members of the Public Works Department, shall be governed by Appendix A as attached to this Agreement. Annually on July 1, during the term of the Agreement, the pay ranges contained in Appendix A will adjust by the percentage change in the CPI index for Boston-Brockton-Nashua (from November to November of the year preceding the effective date of the pay range adjustment). Any future adjustment for a successor Agreement in these pay ranges shall be negotiated by the parties.

10.2

Effective 7-1-2015, employees will be eligible for a base wage merit increase of between zero percent (0.0%) and four percent (4.0%) based upon the results of the performance evaluation process. By March 15th of each year, the Director will consider the written evaluation, the personnel file, the recommendation of the supervisor (with ongoing input from the Leads), and such other information the Director may determine in his/her discretion is relevant before making a final determination of the base wage adjustment. During the term of this agreement, the decision of the Director regarding base wage adjustments shall not be grieveable. Merit pay increases will not be diminished because of financial consideration of the Department or the City.

Meet and Confer: The City agrees to meet and confer with the Union no later than November 15, 2015 to discuss how the merit pay process worked during the first year of implementation. The Parties may agree, by addendum, to modify the process and/or evaluation instrument as may be mutually agreeable.

Employees who reach the top of his/her respective pay range shall be eligible for a lump-sum payment annually of up to two percent (2.0%). However, the maximum increase any employee may receive in any fiscal year is four percent (4.0%) of the employeeõs current base wage.

The City Manager may, with a recommendation from the Director, award up to a 2.0% annual bonus for extraordinary service to the City of Rochester or its taxpayers by a bargaining unit employee. This bonus shall be in addition to any merit pay and shall be paid in the first pay period of December. This bonus shall not be added to the employeeôs base wages. The grant or failure to grant this extraordinary annual bonus by the City Manager shall not be subject to the grievance process.

July 1, 2015: The initial compensation schedule may require a wage increase for employees that will be brought to the new minimum wage (by grade). Employees that receive greater than 2.5% wage adjustment as a result of the new minimum wage will not receive a merit increase during the first year of this Agreement.

10.3 Incentive Program ï Employees who possess or acquire New Hampshire Water Distribution (WD), Water Treatment (WT), Wastewater Collection (WWC), Wastewater Treatment (WWT) and/or a New Hampshire Inspection License (INSP-NH) shall be entitled to additional compensation. For employees that are required to have a minimum level of license or certification for their position, the employee will not be eligible for an incentive for lesser levels of license or certification. Additional compensation as provided for below:

(a) For Level I Water or Wastewater Licenses, $.10 per hour shall be added to the employeeôs regular hourly rate; for Level II, $.20 per hour, for Level III, $.30 per hour and for Level IV, $.40 per hour. In order to be eligible for these incentives, the employees must use their licenses and participate in the DPW on call rotation program if they do not already participate in the treatment plantsôSCADA on call program.

(b) The above-stated incentives shall not be cumulative. Consequently, eligible employees shall not receive any additional hourly compensation that exceeds the sum of the employeeôs two (2) highest paid licenses.

(c) Vehicle mechanics who possess or acquire a New Hampshire Inspection License shall receive an additional $.20 per hour to be added to their regular hourly rate. Said mechanics shall not receive any õon-callò compensation, but shall be required, as any other employee, to report to work in accordance with Article 7.5 when called in by management.

(d) For employees that are required to possess a CDL and obtain a CDL-A shall receive an additional $.20 per hour to be added to their regular hourly rate.

(e) Pump station maintenance employees shall be required to possess a Level II Wastewater Collection License. The Pump Station Maintenance position will be classified as a pay Grade III.

10.4 New employees: The beginning hourly rate may be waived in the event:

(a) The personôs qualifications warrant a higher hourly rate than the minimum rate;

(b) The Director recommends a higher hourly rate; and

(c) The City Manager approves a higher hourly rate.

10.5 Those employees assigned the responsibility of oversight of the Water Treatment Plant by means of a remote laptop computer terminal (SCADA system) will be paid a differential of two dollars and fifty cents ($2.50) per hour for such responsibility, during those hours beyond the regular work schedule. It is understood that this duty is shared by unit members and those assigned normal week-end duty will also have the SCADA assignment for those same week-ends.

(a) Employees may ñswapò remote operation oversight responsibilities with other members within the SCADA rotation if the responsible supervisor is notified in advance of intended swaps and such swaps do <u>not</u> at the time or in the future create additional costs to the City beyond those associated with the original assignment.

If an employee receives less than a 1.5% merit increase, they will be re-evaluated between September 15 and September 30 of that year. If employee receives a satisfactory re-evaluation with a merit recommendation less than 1.5%, they will be granted a merit increase at that time but the merit increase will not be retroactive.

10.6 LONGEVITY

Effective July 1, 2018, the City shall provide longevity pay to full-time employees based on continuous years of service as follows:

Years of Service	**Annual Payment**
10 ï 14	$400.
15 ï 19	$500.
20+	$600.

Payment shall be paid annually on the payroll that includes the employeeôs 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 employeeôs anniversary date to the day employee terminates.

ARTICLE XI: <u>HOLIDAYS</u>

11.1 Employees shall be paid eight (8) hours of pay at straight time rates for the following holidays:

New Year's Day	Columbus Day
Civil Rights Day	Veteran's Day
Washington's Birthday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Labor Day	Christmas Day
Independence Day (July 4)	

11.2 If one of these holidays fall on a Sunday and is celebrated on a Monday, said Monday shall be a paid holiday. If one of these holidays falls on a Saturday and is celebrated on a Friday, said Friday shall be a paid holiday. This also applies to employees working other than a Monday through Friday schedule.

11.3 In order to qualify for pay on an unworked holiday under Section 11.2 above, an employee must work on the last scheduled work day prior to the holiday and on the first scheduled work day subsequent to the day on which the holiday is observed.

11.4 If an employee is absent on sick leave on the last scheduled work day prior to the holiday and/or the first scheduled work day subsequent to the day on which the holiday is observed, he may qualify for pay by presenting a Doctor's certificate to the Director of Public Works. Said certificate shall sate that the employee was unable to work due to a specified illness on the day specified. The Director shall have the right to select another doctor at the City's expense.

11.5 In the event that an employee is required to work on any of the listed holidays, he shall receive his holiday pay plus time and one-half for all hours worked on the holiday.

Employees required to work on Thanksgiving, Christmas or New Year's Day shall be paid double time for all hours worked on those holidays.

11.6 In the event a legal holiday on the aforesaid list occurs while an employee is absent on annual vacation, said employee shall receive an additional day's pay for said holiday.

11.7 In the event that a holiday(s) falls during an agreed upon flexible schedule period under Article 7.2, for those employees working that flexible schedule, the balance of that weeks work schedule shall provide for thirty-two (32) hours (twenty-four (24) hours Thanksgiving week), which schedule will be consider the normal work week under Section 7.

ARTICLE XII: SICK LEAVE

12.1 Sick leave for all covered employees of the Department of Public Works shall accumulate at the rate of eight (8) hours per month with a maximum of ninety-six (96) hours per year in any one (1) year. An employee may accumulate up to one hundred and sixty (160) hours sick leave. Only full time employees will be covered by the City's Short and Long Term Disability Plan, as set forth in the City's Flexible Benefits Plan with the City paying the premium cost; In addition, the City will supplement the STD benefit for 15 calendar days for each full year of service that the employee has completed before the date of the onset of the disability.

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

12.3 Employees must notify the Director or his designee prior to starting time in order to draw sick leave benefits. In order to qualify for sick leave of three consecutive days or more, an employee must present a Doctor's certificate at his/her expense. Said certificate shall state that the employee was unable to work due to illness during the period claimed. The Director or his designee may require the employee be examined by a physician of the Director's choice at the expense of the City, for an absence of less than three consecutive days.

12.4 Allow employees to use sick leave in one (1) hour increments (Doctor appointments, etc.).

12.5 Employees who use no sick days in a six (6) month period shall receive a choice of either (8) hours pay or eight (8) hours off with pay. If an employee chooses eight (8) hours pay it shall be straight time pay.

ARTICLE XIII: VACATIONS

13.1 Each covered full-time employee shall be granted a vacation in each fiscal year without loss of pay. Such vacations shall be computed in the following manner:

Employees hired prior to 7/1/2015: Each employee shall accrue paid vacation time at the rate of 6.67 hours for each month of full-time employment during each employment year through and including the fifth (5th) employment year. After the commencement of the sixth (6th) year of full-time employment, each employee shall accrue paid vacation time at the rate of 10 hours for each month of full time employment during each employment year through and including the tenth (10th) employment year. After commencement of the eleventh (11th) year of full-time employment, each employee shall accrue paid vacation at the rate of 12 hours for each month of full-time employment during each employment year through and including the fifteenth (15th). After the commencement of the sixteenth (16th) year of full-time employment, each employee shall accrue paid vacation at the rate of 13.33 hours for each month of full-time employment during each month of full-time employment during each calendar year thereafter.

Illustrative Table:

0 - 5 yrs.	6.67 hours/month	80 hours/year
6 - 10 yrs.	10 hours/month	120 hours/year
11 ï 15 yrs.	12 hours/month	144 hours/year
16 ï 20 yrs.	13.33 hours/month	160 hours/year

13.2 Vacations shall be taken by week(s) or ½ day(s) as approved by the Director of Public Works or his designee, permission to be given in writing. Each employee shall give the Director of Public Works at least one (1) week advance notice of his/her desire to utilize a specific week(s) for his/her vacation which shall be subject to the approval of the Director of Public Works.

13.3 For employees hired prior to 7/1/2015, the maximum accumulation shall be one and one-half (1.5) times the annual accumulation amount. Upon reaching the maximum, monthly additions to the total shall cease until usage reduces the accumulation.

13.4 Employees hired after 7/1/2015: Each eligible employee shall be granted non-cumulative vacation days (see Illustrative table below) each year granted on the employeeôs anniversary date. Vacation days are to be used within the year they are granted.

Illustrative Table (hired after 7-1-2015):

1-5 years	10 days/year
6-10 years	15 days/year
11 ï 15 years	18 days/year
16+ years	20 days/year

13.5 In the event the employeeôs legitimate job responsibilities or an approved leave of absence (FMLA or workerôs comp) prevent vacation usage as outlined above, an exception shall be granted with an approved plan for vacation usage bringing the employeeôs accumulations within the specified limits.

13.6 During the Cityôs open enrollment period, employees may opt to buy or sell back to the City up to 32 hours of accrued vacation hours and/or sell back to the City 8 hours of accrued earned personal hours in exchange for Benefit Bucks (used for the employeeôs share of medical, dental and/or supplemental life insurance). However, after the exchange, the employee still must have at least five days of vacation leave.

ARTICLE XIV: <u>SPECIAL LEAVE</u>

14.2 Funeral leave shall be granted as follows:

(a) Special Leave for five (5) consecutive days including working and non-working days from the date of death without loss of pay in the event of death of a spouse or child.

(b) Special Leave of three (3) consecutive days including working and non-working days from the date of death without any loss of pay in the event of death of his:

Father	Sister	Step Parents
Mother	Brother	
Father-in-law	Mother-in-law	

or

Relative domiciled in the employeeôs household.

(c) Special Leave of one (1) working day with pay, for the purpose of attending the funeral, shall be granted an employee in the event of the death of his:

Grandmother	Sister-in-law
Grandfather	Brother-in-law
Aunt	Uncle
Grandchild	

(d) Under extenuating circumstances, two (2) additional days with pay may be granted under Sections (a), (b), and (c) above, with the written approval of the Director of Public Works.

14.3 An employee called as a juror will be paid the difference between the fee received for such service and the amount of straight time earnings lost by reasons of such service. Satisfactory evidence of jury service must be submitted to the Director.

14.4 Military Leave: Any member of the Department who is called to active military service as a member of the Armed Forces of the United States of America, or who is engaged in activities in the Reserved Forces of the United States of America or National Guard, shall be granted a leave of absence without pay to

perform such duties without loss of any employment rights. Such leave shall be considered ñMilitary Leaveò

14.5 FAMILY MEDICAL LEAVE: Refer to City of Rochester Policy and Procedure Memo No. 2.003; Subject: Family Medical Leave

14.6 Employees who have completed less than five (5) years of service will be provided with eight (8) hours of personal leave per year, on a non-cumulative basis, for the purpose of attending to business or personal matters that cannot be accomplished during non-working hours. Such time may be taken in one-half (½) days. Absences shall be approved in advance by the Director. Personal leave of sixteen (16) hours per year, under the same conditions, will be provided to employees who have completed five (5) years of service with the City.

ARTICLE XV: <u>WORKER'S COMPENSATION</u>

15.1 An employee out of work due to a job-connected injury shall receive workerôs compensation. The difference between the amount paid to the employee through workerôs compensation and the employeeôs regular net wage shall be paid to the employee by the City for a period of the first twenty (20) work days of said job connected injury; said amount shall not be charged against the employeeôs accumulated sick leave or vacation time. The actual payment of wages shall be a combination of the workerôs compensation benefit as determined by the Department of Labor and a supplemental payment by the City which will be the difference between the workerôs compensation payment and the employeeôs net regular compensation, to be paid on a bi-weekly basis

15.2 At the end of the of the twenty (20 day period) of said job connected injury, the employee shall continue to receive both workerôs compensation benefit and the difference between that benefit and the employeeôs regular compensation, except that the differential between the workerôs compensation benefit and the employeeôs net regular compensation shall be charged against the employeeôs accrued sick leave, if any, and thereafter, against vacation leave. The employee may elect to receive only the workerôs compensation benefit and decline to receive the differential between the workerôs compensation benefit and the net regular weekly compensation, so as to avoid the charge against sick leave or vacation leave.

15.3 Transfer of sick leave and/or vacation credits for the purpose of increasing his Workerôs Compensation payments shall be an option of the employee. Employee must request this in writing.

15.4 If an employee is required to be at work after being injured on the job and is required to go to attend medical appointments related to said injury said employee may do so on City time. Any employee who goes to such a medical appointment will report back to work as soon as the appointment is concluded unless there is a documented medical reason otherwise.

15.5 After expiration of a forty-five (45) calendar day period, the city 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 employerôs obligation of payment on annual and/or accumulated sick leave and/or workerôs compensation payment. Further, if it is determined by two registered physician selected by the City immediately after the employee is injured that said employee will not be able to return to his/her regular duties at anytime in the future, the employer shall not be obligated to pay the difference between workerôs compensation and employeeôs regular salary for the time period of injury as outlined above.

ARTICLE XVI: <u>CLOTHING/EQUIPMENT</u>

16.1 A uniform service will be provided to all full time employees. Such service shall be paid for by the City. Eleven (11) changes in pants and shirts will be available to each eligible employee.

16.2 Clothing Change for Highway/Fleet, Water and Sewer Divisions and outside employees of buildings and Grounds Division shall include:

(a) Pants -1 pair
(b) Shirts - either 1 long-sleeve or 1 short-sleeve
(c) Winter Jacket - 1 (per season)
(d) Summer Jacket - 1 (per season)
(e) Winter Coveralls - 1 (per season as needed, with approval of the Director). The City may either provide coveralls through the uniform service or provide one (1) pair with the employee being responsible for washing.

16.3 Clothing Change for inside employees of Buildings and Grounds Division shall include the following unless the employee and the Director of Public Works agree to an exception on the uniform:

(a) Pants ï 1 pair
(b) Shirts ï either 1 long-sleeve or 1 short-sleeve
(c) Jacket with zip-out lining ï 1 (per season)

16.4 The Director of Public Works shall establish a credit/charge account in the amount of up to one hundred seventy-five dollars ($175.00) per year for each full time employee and employees may charge City approved work safety shoes or safety boots by obtaining a voucher from the office of the Director and by returning the sales slip to the Directorôs office within five (5) work days of the purchase in order to qualify for the footwear credit. The boots may be purchased at any store provided they meet the appropriate ANSI standards.

16.5 All Department of Public Works employees shall wear the uniform designated by the Director.

ARTICLE XVII: SAFETY AND HEALTH

17.1 The Union and the City shall fully cooperate in matters of safety, health and sanitation affecting employees. This shall include the provisions of proper working facilities, equipment, tools, safety devices and protective clothing so as to provide the City of Rochester, New Hampshire with an efficient and safety-minded Public Works Department. The City and the Union agree that all equipment and facilities are to be maintained at all times.

17.2 In the operation of city plowing trucks on city streets and highways two (2) men will be used from dusk to dawn and at all times when a wing plow is attached and being used. In plowing operations during the day, assuming the plowing vehicle is radio equipped and operating, one (1) man will operate the vehicle unless, for safety reasons, the employee requests a second man and the Director approves the second man for that reason, or in the event the Director assigns a second man.

During the term of this Agreement, the City may implement a voluntarily incentive program in lieu of the use of a wingman based on the following conditions:

A. Any qualified truck driver may volunteer and should the number of volunteers exceeds the available trucks, the Director of Public Works will select the drivers for this incentive program;
B. The City shall provide the necessary equipment such as plow laser and back up camera for operating a snowplow truck in conditions which normally would be staffed by two persons;
C. The driver shall be paid a stipend of $2.50 per hour;
D. The City shall determine the number of snowplows available for this pilot program;
E. The City and the Union representatives shall meet on an as needed basis to review the implementation of this pilot program and may modify these conditions by mutual written agreement; and
F. This is a pilot program which will terminate as of the expiration date of the Collective Bargaining Agreement unless mutually extended in writing between the City and the Union.

In the operation of radio equipped vehicles for sanding and salting equipment, one (1) person shall operate the same.

17.3 Any employee observing an unsafe act, an unsafe condition, or an unsafe procedure regarding equipment and/or facility shall report the same to his superior officer, who shall take steps to secure or correct the deficiency.

17.4 The Director or his designee will approve all safety corrections.

17.5 Nothing in this Agreement shall prevent the Director or his designee from implementing rules and regulations governing the Department's services, equipment, manpower and the like.

ARTICLE XVIII: MEDICAL INSURANCE

18.2 All employees shall be provided with comprehensive medical insurance coverage per the following: The baseline for coverage comparison shall be the MTBSOS20/40/1KDED and RX10/20/45. The City's contribution to medical insurance premiums, shall be limited to the dollar amounts represented by the following:

7/1/2015: 100% of total premium
7/1/2016: 93% of total premium
7/1/2017: 87% of total premium
7/1/2018: 80% of total premium

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

b) A Section 125 account, as permitted by the IRS will be made available to employees who wish to make their contributions to the health and dental plans on a pre-tax basis.

18.3 Retirees are permitted to maintain, at their own expense, the City's Medical Insurance Plan. The premium rates should be the same as the Group rate charged the City. When a retired employee reaches age sixty-five (65) he/she is eligible to enroll, at their own expense, in the City's Medicomp III Group Plan. A retiree may elect to pay premiums directly, by the month, or have the premium deducted from their month annuity checks.

18.4 In order to reduce health insurance costs for the benefit of all involved the City reserves the right to select and substitute a more cost effective alternate health insurance plan to replace the plan(s) identified above. Such alternate plan must provide employees with the comprehensive core protection and services that are fundamentally equivalent to the protections and services enjoyed by employees under the plans previously provided by the City.

18.5 It is agreed that the City or the Union may immediately reopen this Agreement solely for the limited purpose of negotiating any changes in the health insurance plan that may be necessary to avoid the application of the Cadillac Tax to the City or any plan administrator, insurer, risk pool or plan participant, or to assure that the plan is legally compliant. An initial bargaining session shall be held within ten (10) business days of a request for reopen, unless another schedule is agreed to by the parties.

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

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

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

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

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

ARTICLE XIX: DENTAL INSURANCE

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

ARTICLE XX: GRIEVANCE PROCEDURE

20.1 The purpose of the grievance procedure shall be to settle all employee grievances on the lowest practical level and as quickly as possible to insure efficiency and high employee morale. A grievance for the purpose of this Agreement shall be a complaint or claim rising between the employer and the employee regarding the meaning or application of the literal language of the specific provisions set forth in this Agreement or of established contractually binding past practices arising between the parties. An employee grievance arising out of matters covered by the Agreement shall be processed in the following manner, at the request of either party. The employee grieving shall be present at all proceedings/ meetings.

20.2 Failure at any step of this procedure to communicate the decision on a dispute within the specified time limits shall permit the aggrieved person to proceed to the next step. Failure at any step of this procedure to appeal a dispute to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

20.3 The employee, when discussing his dispute, may be accompanied by an official of the Union if he so desires.

20.4 The above times may be mutually extended in writing as may be necessary.

20.5 Sequence for Grievances

Step 1: Any employee who has a grievance shall discuss it first with his foreman in an attempt to resolve the matter informally at that level. The grievance shall be discussed within five (5) work days of its occurrence.

Step 2: If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) work days of the discussion, the employee shall set forth his grievance in writing to the Director specifying:

A. The nature of the grievance, date of occurrence, and applicable provisions of the contract.

B. The nature and extent of the injury, loss or inconvenience; and

C. The results of previous discussion;

D. The Director shall render a written decision within five (5) work days.

Step 3: The employee, no later than five (5) work days after receipt of the Directorôs decision, may appeal that decision to the City Manager. The appeal to the City Manager must be in writing, reciting dissatisfaction with the decision previously rendered. The City Manager shall review the entire record and shall meet with the employee and his/her representative to attempt to resolve the matter as quickly as possible within a period not to exceed ten (10) work days. The City Manager shall communicate his decision in writing to the employee and union representative within ten (10) working days based upon information supplied and any information that he/she may request during or subsequent to the meeting.

At all steps of the grievance procedure, all parties shall receive accurate and legible copies of all written documents, reports and the like that will be offered or considered during the grievance procedure.

The formal presentation of any dispute in writing shall not preclude any informal means of reaching settlement of the dispute.

Step 4: In the event the decision of the City Manager is not accepted by the employee, the employee must within ten (10) working days of the City Managerôs decision appeal, in writing, the decision of the City Manager to arbitration. After the filing of the written appeal referenced above the parties agree to utilize the services of the Federal Mediation and Conciliation Service (FMCS) prior to proceeding to Arbitration under this Article. The grievance mediation shall be in accordance with FMCS rules, shall not be binding on either party and shall be without cost to either party. The following procedure will be used to secure the services of an arbitrator provided the Union agrees:

1. A request shall be made to the New Hampshire Public Employees Relations Board to submit a roster of seven (7) persons qualified to function as arbitrators in the dispute in question. The list shall include a full resume, including personal and professional background and experience, arbitration experience, and per diem expenses. The parties shall request said list be forwarded within ten (10) work days.
2. The parties shall determine within fifteen (15) work days of receipt of the arbitratorôs list a mutually satisfactory arbitrator.
3. The arbitrator, immediately upon his selection, shall contact the parties and arrange the details of the arbitration hearing.
4. Neither the City nor the Union will be permitted to assert any ground or evidence before the arbitrator which was not previously disclosed to the other party at the hearing before with the Director or the City Manager.
5. The City, the Aggrieved, and the Union shall receive copies of the arbitratorôs report, said report of findings and decisions to be accomplished within thirty (30) calendar days of the completion of the arbitratorôs hearing.

6. The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He may add nothing to nor subtract anything from the Agreement between the parties. The findings and decision of the arbitrator shall be final and binding on the Union, the Aggrieved and the City.
7. The Union and the City agree that any differences between the parties on matters related to this Agreement shall be settled by the means herein provided.
8. The fees and expenses of the arbitrator will be shared by the two parties equally, unless it is determined that the grievance was not arbitral in which case the losing party shall pay all arbitrator fees and expenses.
9. Holidays are excluded as work days when considering the timing conditions detailed throughout the sequence of grievances.

ARTICLE XXI: <u>SEVERANCE BENEFIT</u>

21.1 Upon a full time employeeõs retirement from his/her employment with the City of Rochester, that employee shall receive payments on a 50% basis for accumulated benefits under sick leave, 100% of accumulated vacation.

21.2 For purposes of determining sick and vacation benefits, the number of days for each shall be calculated from the employeeõs date of hire to the date of the employeeõs retirement.

ARTICLE XXII: <u>REDUCTION IN FORCE</u>

22.1 In the event of layoff, the City shall lay off in inverse order of employment by classification. The Director shall give written notice to the employees affected by a layoff, three (3) weeks before the effective date of the action, and the employees shall receive two (2) weeks of regular pay upon termination. Employees being terminated by layoff shall have the option of displacing another employee (ñBumpingò) of lesser seniority in the same classification or promotional line (i.e.: Operator II, Operator I or Heavy Equipment Operator, Medium Equipment Operator, Light Equipment Operator), provided that the employee is certified and qualified to perform the job of the displaced (ñBumpedò) employee. Displacement (ñBumpingò) shall only take place within the departmental division effected by the layoff. If there is a recall within one (1) year of positions made vacant by a layoff, available laid-off employees shall be recalled according to classification and seniority. Seniority and accumulated leaves (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.

ARTICLE XXIII: DISCIPLINE AND DISCIPLINARY PROCEDURE

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

23.2 The following actions or conduct are grounds for immediate discharge without prior discipline; however, this list should not be considered to include all reasons for discharge:

(a) Intoxication or under the influence of alcohol while on duty.

(b) Using, selling or being in possession of alcohol or illegal drugs (controlled substances) or drug paraphernalia while on duty or being under the influence of illegal drugs (controlled substances) while on duty.

(c) Fighting and/or attempting to injure or endanger others.

(d) Stealing, embezzlement, or intentional destruction of City property.

(e) Loss of driverôs license for more than ninety (90) days or other operatorôs permit or certification for those positions requiring such license or permit.

(f) Inability to physically or mentally fully perform and accomplish all duties set forth in the employeeôs job description even with reasonable accommodation.

23.3 The procedure for disciplinary action shall include notice in writing to the employee with a copy in the employeeôs personnel file which includes a statement of the reason(s) for the discipline. It will be the employeeôs responsibility to provide the union representative with a copy of any notice.

23.4 In the event of a verbal or written reprimand, the personnel record of the employee will be cleared of any written evidence of such discipline after one (1) year from the date of the discipline, provided there are no other disciplinary actions during the one (1) year period.

23.5 In the event of a suspension, demotion or other action, the personnel record of the employee will be cleared of any written evidence of such discipline after three (3) years from the date of suspension, demotion or other action, provided there are no other disciplinary actions during the three (3) year period.

23.6 Employees who are absent from work for more than three (3) working days and who have not been granted a leave of absence during that period, or who do not present reasonable and reliable evidence establishing that they were unable to report their absence, shall be deemed to have quit voluntarily.

23.7 The principles of progressive discipline shall be applied whenever possible. This will mean that the normal sequence for disciplinary action will be as follows:

1. Verbal Reprimand (a record of which may be in written form)
2. Written Reprimand
3. Suspension
4. Discharge

If in the judgment of the Director of Public Works, the employee's violation is of sufficient severity to warrant a higher level of discipline, the Director may take disciplinary action without adhering to the above sequence.

ARTICLE XXIV: PERIOD COVERED

24.1 All provisions of this contract shall become effective upon execution of the contract by the parties, or as otherwise indicated.

ARTICLE XXV: SAVINGS CLAUSE

25.1 If any provision of this Agreement or the application of such provision should be rendered invalid by the New Hampshire Public Employees Labor Relations Board or any court action or by reason of existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

ARTICLE XXVI: APPENDICES AND AMENDMENTS

26.1 All appendices and Amendments to this Agreement shall be lettered, dated and signed by the responsible parties and shall be subject to all the provisions of this Agreement.

ARTICLE XXVII: DURATION OF AGREEMENT

27.1 This agreement shall be in effect from July 1, 2015 through June 30, 2019. No provision in this Contract shall be given retroactive effect or interpretation, except as expressly provided. By mutual agreement, the parties may extend the terms of this Agreement, with or without modification as may be agreed by the parties. Either party desiring to extend this Contract or to enter negotiations for a new Contract upon the expiration hereof shall give notice thereof at least 120 days prior to the expiration of this Contract.

ARTICLE XXVIII: NO STRIKE CLAUSE

28.1 There shall be no strikes of any kind, stoppage of work, slow downs or any kind of interference with or interruptions of the City's business by the Union or its members. There shall be no lockout, partial or total, by the City.

ARTICLE XXIX: RETIREMENT

29.1 Membership in the State of New Hampshire Retirement System is mandatory for all full-time permanent employees. The employee's share of cost for the retirement benefit shall be deducted from the employee's pay in accordance with amounts established by the New Hampshire Retirement System.

ARTICLE XXX: LIFE INSURANCE

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

ARTICLE XXXI: REIMBURSEMENT ACCOUNTS

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

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

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

ARTICLE XXXII: 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.

APPENDIX A: COMPENSATION

		7/1/2015		7/1/2016		7/1/2017		7/1/2018	
Grade	**Position**	**Min**	**Max**	**Min**	**Max**	**Min**	**Max**	**Min**	**Max**
1	Laborer	14.49	19.56						
1	Meter Reader	14.49	19.56						
1	Custodian	14.49	19.56						
1	Maintenance Laborer	14.49	19.56						
2	Light Equipment Operator	15.21	20.53						
2	Meter Maintenance	15.21	20.53						
2	Lead Grounds	15.21	20.53						
3	Medium Equipment Operator	15.94	21.52						
3	WWT Maintenance Mechanic	15.94	21.52						
3	Pump Station Maintenance	15.94	21.52						
3	Maintenance Technician	15.94	21.52						
4	Heavy Equipment Operator	16.68	22.52						
4	Mechanic	16.68	22.52						
5	Plant Operator	18.39	24.83						
6	Lead Mechanic	20.23	27.27						
6	Lead Highway	20.23	27.27						
6	Lead Water/Sewer	20.23	27.27						
6	Lead Plant Operator	20.23	27.27						

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed by their respective Negotiating Committee on this the 16th day of March 2015.

AFSCME

By: _____

By: _____

By: _____

By: _____
Chief Negotiator

City of Rochester

By: _____

By: _____

By: _____

By: _____
Chief Negotiator

Adopted and approved by the Rochester City Council on March 3, 2015.

_____

City Clerk (seal)