AGREEMENT

between

CITY OF ROCHESTER

and

ROCHESTER MIDDLE MANAGEMENT GROUP

July 1, 2014

to

June 30, 2018

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ARTICLE 1: RECOGNITION

The City of Rochester (City) recognizes the Rochester Middle Management Group (Union) as the exclusive representative for all employees in the following positions:

Deputy Tax Collector, Deputy City Clerk, Secretary III, Communications Center Manager, Recreation Supervisor, Area Supervisor, Assistant Director of Code Enforcement Services, Chief Planner, Municipal Services Supervisor, Deputy Fire Chief, Assistant Director of Recreation, Fire Marshall, Chief Water Treatment Operator, Chief Wastewater Treatment Operator, Office Manager, City Engineer and Assistant Fire Chief.

ARTICLE 2: MANAGEMENT RIGHTS

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

ARTICLE 3: PROBATION

1. All newly hired employees not currently employed by the City of Rochester shall be in a probationary status for twelve (12) months and not subject to the agreement.
2. Employees currently employed by the City, promoted to positions in this bargaining unit shall serve a probationary period of six (6) months. The promoted employee may return to the previous position for a period of thirty (30) days as a matter of right. Thereafter, the promoted employee may return to the previous position for a period of five (5) months if it remains unfilled and is allowed by the contract of the bargaining unit in question. All aspects of this contract shall apply except that the City may determine in its sole discretion that the employee is not an appropriate fit for this position.

ARTICLE 4: DISCIPLINARY POLICY

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

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

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

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

ARTICLE 5: GRIEVANCE PROCEDURE

1. Definition A grievance is defined as an alleged violation, misunderstanding, or misapplication of a specific provision of this Agreement. The grievance shall state the facts giving rise to the dispute, a description of the specific provisions of the Agreement allegedly violated, misunderstood, or misapplied, and a clear description of the relief sought.
2. Time Limits The time limits specified in this Article shall mean calendar days unless stated differently. Time limits indicated hereunder are considered maximum, unless extended by mutual agreement. All such agreements to extensions must be in writing.
3. General Provisions

The union shall be the exclusive representative of the employee at all levels of the grievance procedure and may use representatives of its own choosing.

Responses at all levels of the grievance procedure shall be communicated in writing to the president of the union or an authorized designee. The Union shall be responsible for contacting the employee.

Failure at any grievance level to meet or to communicate the decision within the specified time limits to the president of the Union or his designee shall permit the Union to proceed directly to the next level.

The time limits for the processing of any grievances may be extended by written consent of both parties.

All grievances shall be initiated not later than ten (10) calendar days after the occurrence of the event giving rise to the grievance.

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

Step #1

The Group member and his/her Group Representative shall meet to discuss informally any violation of this Agreement with the City Manager within ten (10) calendar days of said violation. If the Group member is not satisfied by the informal opinion/decision of the City Manager, the Group member will move on to step two.

Step #2

The Group member and his/her Group Representative shall submit in writing, within ten (10) calendar days of the informal meeting, a summary of said grievance. This summary shall specifically state the article of Agreement or implied condition that has been violated. The City Manager shall within ten (10) calendar days, deliver his written decision/opinion to the Group and to the member. If the Group member and his/her representative are still not satisfied they may then move on the step three.

Step #3

If the Group has not reached an agreement, they may appeal to the new Hampshire Public Employee Labor Relations Board (PELRB) within ten (10) days of step 2 for the appointment of an arbitrator. The decision of the PELRB arbitrator will be binding on both parties to this agreement. The cost of this arbitration shall be borne equally by the Group and the City.

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

ARTICLE 6: HOLIDAYS

1. Employees shall have the following paid holidays:

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

   And such other days as may be designated from time to time by the City Manager.

2. When a holiday falls on a Sunday, the following Monday shall be declared a holiday for City employees. When a holiday falls on a Saturday, the preceding Friday shall be declared a holiday. If at all possible the holidays will coincide with the Rochester School calendar, at the City Manger's discretion. The provisions of this section shall apply to full-time regular employees and, on a pro-rata basis, to part-time regular employees.

ARTICLE 7: VACATIONS

ARTICLE 7: VACATIONS

The provisions of this section shall apply to full-time regular employees and, on a pro-rata basis, to part-time regular employees who work a minimum of 40 hours a pay period. Applications for vacation leave shall be approved by the Department Head and shall be chosen based on seniority, except that no employee shall select more than two (2) weeks at one time until all employees have been given an opportunity to choose their preferred vacation time. Except for employees hired by the City after July 1, 2014, vacation time accrued in a year (based on anniversary date) shall be taken within the next following employment year. Vacation time will be accrued during the probationary period but may not be taken until after successful completion of probation, except with approval of the employee's supervisor and the City Manager. After commencement of the first year of continuous full-time employment, each employee shall accrue paid vacation time at the rate of ten-twelfths (10/12) of a day for each month of full-time employment during each employment year through and including the fifth (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 one and three-twelfths (1 3/12) days 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 one and eight-twelfths (1 8/12) days for each month of full-time employment during each employment year.

Illustrative Table:

0 - 5 years	10/12th day/month	2 weeks/year
6 – 10 years	1 3./12th day/month	3 weeks/year
11+ years	1 8/12th day/month	4 weeks/year

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

Employees hired by the City after July 1, 2014, shall have a maximum accumulation of vacation time one and one-half (1.5) times the annual accumulation amount. Effective July 1, 2015, all other employees (hired prior to July 1, 2014) may accumulate up to 2.0 times the annual vacation time accumulation amount but shall be limited to 1.5 times the annual vacation accumulation for the purposes of payout at the time of separation. Upon reaching the applicable maximum accumulation, monthly additions to the total shall cease until usage reduces the accumulation.

Notwithstanding the foregoing, and in the event the employee's legitimate job responsibilities prevent vacation usage, the City Manager may grant an exception to the employee ceasing to accumulate vacation time, or increase the limit of 1.5 times the

annual vacation accruals paid at the time of separation. Upon application for an exception the employee shall submit a plan for vacation usage bringing the employee's accumulations within the above specified limits or to increase the payout at the time of separation as cannot otherwise be avoided. Approval of the vacation usage plan and the requested exception by the City Manager shall not be unreasonably withheld.

For employees hired after June 30, 2016, vacation time shall be awarded on the anniversary date of hire and must be used in the 12 months following the award or the vacation time shall be forfeited.

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

ARTICLE 8: PERSONAL DAYS

Each eligible employee shall be entitled to two (2) non-cumulative Personal Days when hired and each year thereafter, granted on the employee's anniversary date. Personal days may be taken for any purpose except as substitution for suspension as a result of disciplinary action. Personal days must be scheduled and approved by the Department Head, except that direct report to the City Manager must be approved by the City Manager, in accordance with the employee's preference and the needs of the Department. As much notice as practicable shall be provided.

ARTICLE 9: SICK LEAVE

1. The provisions of this section shall apply to full-time regular employees and, on a pro-rata basis, to part-time regular employees. Sick leave shall be computed and accrued on a monthly basis, including the probationary period of an employee. Sick leave with pay shall be granted to all employees at the rate of one (1) day per calendar month worked, credited at the end of the month. Employees hired prior to November 1, 1998, who elected to continue their current plan, shall be allowed accruals up to one hundred and twenty (120) days. Group members hired November 1, 1998 or later shall be allowed sick leave accrual up to twenty (20) days.

2. Employees completing twelve (12) consecutive months of employment without taking sick leave will be granted one (1) non-accumulative personal day. Employees may, at their discretion and with Department head approval, sell their non-accumulative personal day during the annual open enrollment period. This provision relates only to the non-accumulative personal day awarded for non-use of sick leave for twelve (12) consecutive months.

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

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

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

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

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

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

ARTICLE 10: SICK LEAVE TRANSFER

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

1. The request must be in writing and for an extended illness of three or more week's duration.
2. The employee must first use all other available paid leave.
3. Employees recovering from a workers' compensation injury or illness are not eligible.
4. Employees who wish to donate sick leave must still have 15 days left after the donation is made and may donate no more than 5 days in one year.
5. Donations are strictly voluntary and anonymous.
6. Donations of leave under this section do not affect eligibility for receipt of a personal day for not using sick leave in a twelve-month period.

ARTICLE 11: BEREAVEMENT LEAVE

Bereavement leave shall be granted as follows:

1. Special leave of five (5) consecutive days, including working and non-working days from the date of death, without any loss of wages in the event of the death of a spouse or child.
2. Special leave of three (3) consecutive days, including working and non-working days from the date of death, in the event of death of employee's:

Father	Mother
Sister	Brother
Father-in-law	Mother-in-law
Grandchild	or person domiciled in employee's household.

3. Special leave of one (1) working day with pay shall be granted to attend funeral of employee's:

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

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

ARTICLE 12: JURY DUTY

An employee called as a juror will be paid the difference between the fees received for such service and the amount of straight-time earnings lost by reason of such service. Satisfactory evidence of such service must be submitted to the employee's Department Head. Employees who are called to jury duty and are excused from jury duty for a day(s) shall report to their regular work assignment as soon as possible after being excused.

ARTICLE 13: MILITARY LEAVE

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

ARTICLE 14: LEAVE OF ABSENCE

Leave without pay may be granted upon the recommendation of the Department head and approved by the City Manger. The City Manager may grant leaves without pay for such purposes and under such conditions as deemed in the best interest of the employee and the City. A leave of absence without pay may be granted with no loss of employment rights.

ARTICLE 15: HOURS OF WORK

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

ARTICLE 16: WORKING OUT OF CLASSIFICATION

Employees assigned in writing by the City Manager or designee to work in a position with a higher labor grade shall, after working in such position for three (3) weeks, receive a non-retroactive ten percent (10%) premium on his/her base compensation, but in no case more than the base salary of the employee being replaced. After working in such a position for six (6) weeks or more, the employee shall receive the greater of a 10% premium or the bottom of the range for that position. If the assignment to a position with higher labor grade is planned or expected, the pay arrangement above for working three (3) weeks will commence at the beginning of the assignment.

In the case of an employee working temporarily in the position of City Manager, the assignment shall be made by either the City Manager or the City Council. The salary for working as City Manager will be determined by mutual agreement between the employee and the City Manager or City Council.

ARTICLE 17: EMERGENCY CLOSINGS

In the event that the City Manager determines that City services will be curtailed and/or limited due to storms, power outages or other unforeseen circumstances, the non-essential employees so notified shall not be required to report to work, or employees who have reported for work shall be released without loss of pay. When an employee is unable to report to work due to weather conditions, and the City Manager has not curtailed and/or limited city services, the employee may draw from vacation time or other appropriate leave. Employees who are not working and out on leave when City services are curtailed shall not be compensated for the emergency closing day. The provisions of this section shall apply to full and part-time regular employees (to include probationary employees for regular positions).

ARTICLE 18: WORKERS' COMPENSATION

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

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

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

ARTICLE 19: TEMPORARY ALTERNATE DUTY

In accordance with RSA 281-A:23-b, employees will be provided temporary alternate work opportunities if disabled by a work-related injury or illness. The City will make every effort to utilize Temporary Alternative work opportunity if they are appropriate to the situation. As soon as the treating physician has released the employee to lighter duties than his/her current position requires, the employee will be called upon to return to employment in a temporary alternative position. Such re-assignment may be in the same department of such employee unless working the same department is deemed by the employee's physician to be a detriment to the employee's recovery.

ARTICLE 20: DEFENSE OF LAW SUITS

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

ARTICLE 21: RETIREMENT

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

ARTICLE 22: UNIFORMS

The City shall initially provide all articles of uniforms which are required by the City. Uniform articles damaged in the line of duty shall be repaired or replace by the City.

At the time of termination of employment, employees are required to return all article of uniforms provided by the City.

The City shall provide cleaning of uniforms required to be worn by the Chief Wastewater Operator, Chief Water Operator, and Department of Public Works supervisors in Highways, Utilities and Buildings and Grounds, in accordance with current practice.

Fire Department employees shall receive five hundred dollar ($500.00) clothing allowance per year, to be administered in accordance with the current practice.

ARTICLE 23: EDUCATIONAL REIMBURSEMENTS

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

1. The course is approved in advance by the Department head;
2. The course is related to the employee's job or as part of a career development program;
3. There is sufficient funding in the budget for that purpose;
4. No more than three (3) courses per fiscal year unless approved by the City Manager;
5. Reimbursement for only the cost of the course will be as follows:
   100% for an A grade; 90% for a B grade; and 70% for a C grade. If the course is pass/fail, a grade of pass will qualify for 100% reimbursement.

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

ARTICLE 24: UNION BUSINESS LEAVE

1. The officers and representatives of the Union are as follows: President, Vice President, Secretary/Treasurer, and Stewards. The President of the Union shall provide the City with a roster of officers and representatives and keep the City informed of any changes in that roster.
2. Up to three (3) representatives of the Union shall be allowed time off for negotiations or conferences with City Officials, without loss of pay or benefits, provided that the City's operations shall always take priority over other business. Off-duty personnel will not be compensated for such negotiations, conferences or hearings.
3. Officers of the Union shall be granted time off, without loss of pay, to conduct union business that cannot be conducted during off-duty time.
4. Officers and/or representatives of the Union shall be granted time off, without loss of pay, to attend training classes without loss of pay or benefits to further management-employee relations.
5. The number of days off with pay and benefits under paragraphs 3 and 4 shall not exceed an aggregate of four (4) days for the entire bargaining unit per calendar year. All requests for leave pursuant to paragraphs 3 and 4 shall be submitted in writing to the City Manager no less than ten (10) working days prior to the date of the requested leave.
6. Any Officer or Steward of the Union shall be allowed to investigate any situation/issue brought to his/her attention by either union members or management. If the nature of the issue is such that expedited handling will result in prompt disposition thereof without interference to department operations then management shall allow the Officer/Steward to investigate the matter while on duty, provided that City operations will always take priority over other business. It is further understood that time spent by Officers/Stewards on Union related matters while off duty is non-compensable. Time spent by Officers/Stewards processing matters through the grievance procedure, attending disciplinary sessions with supervisors, and attending disciplinary and/or administrative hearings before appropriate authorities shall only be paid during their regularly scheduled workweek.

ARTICLE 25: REDUCTIONS IN FORCE

In the event of layoff, the City shall lay off in inverse order of employment in the class and department involved. The Department head shall give written notice to the employees affected by a layoff four (4) weeks before the effective date of the action. If there is a recall within fourteen (14) months for positions made vacant by a layoff, available laid-off employees shall be recalled according to classification and seniority. Seniority and accumulated leave (if not paid to the employee upon layoff) shall be restored to the level attained at the time of layoff if recalled within fourteen (14) months.

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

ARTICLE 26: DUES DEDUCTION

Upon an individual written authorization form signed by the employee and approved by the Union, the City agrees to deduct from each employee's regular paycheck, a sum for the Union dues to be paid to the Union monthly.

ARTICLE 27: FLEXIBLE BENEFITS PROGRAM

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

HEALTH PLAN OPTIONS

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

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

a) MTB20IPDED-RX10/20/45

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

b) MTB5-RX$10/20/45

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

The City will reimburse the employee-member up to $250 of his/her deductible expenses as incurred for the first two years of the contract.

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

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

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

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

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

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

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

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

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

ARTICLE 28: REIMBURSEMENT ACCOUNTS

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

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

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

ARTICLE 29: DENTAL INSURANCE

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

ARTICLE 30: DISABILITY INCOME PROTECTION

Full Coverage Plan

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

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

Limited Plan

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

Limited Plan Plus

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

ARTICLE 31: 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 32: BUY/SELL ACCRUED LEAVE

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

ARTICLE 33: COMPENSATION AND WAGES

Effective July 1, 2014, employees in the bargaining unit (with the exception of the Office Manager) shall receive a base rate adjustment of two and one-half percent (2.5%). This adjustment shall apply only to persons who are employed in the bargaining unit on the date the Agreement is approved by the City Council.

Effective July 1, 2015 employees in the bargaining unit will be eligible for an annual merit pay wage increase of between zero percent (0.0%) and three percent (3.0%) (based upon the results of the annual performance evaluation process. See attached Exhibit A. Any merit salary increase so awarded shall be based on a rating of employees by their supervisor using a systematic and formal evaluation process to be completed as set forth below. The department head will consider the written evaluation, the personnel file, recommendations of the supervisor and such other information to determine the base wage adjustment. Merit pay increases will not be diminished because of financial considerations of the Department or the City.

Extraordinary Annual Bonus:

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

Evaluation Process:

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

The Immediate Supervisor shall thereafter fill out a Merit Pay worksheet for each employee and assign the merit pay increase in accordance therewith. By March 15th, the employee's Immediate Supervisor shall advise the employee of the assigned merit increase and any recommendations from the immediate supervisor for an additional annual bonus for extraordinary service (See section 3 below). The City Manager shall approve all evaluations and wage adjustments no later than May 1st of the then current year. Wage increases shall be effective from July 1 to June 30th.

Appeal Process

Any unit employee that is dissatisfied with their assigned wage increase may ask for a meeting with the City Manager within 10 days of receipt of notification of their wage

increase. Employees that receive less than a 1.0% wage increase may appeal the recommended wage increase to the Personnel Advisory Board (PAB) for an opinion within thirty (30) days after July 1 of each respective year. The parties will submit their prospective positions in writing to the PAB with the City bearing the burden of production and proof. The parties will submit their respective positions within 15 days of a request for an appeal or upon an agreed on date. If the PAB finds the rating of the City unreasonable in any manner the City Manager shall adjust the merit pay accordingly. The employee may appeal to the NHPELRB if he/she is dissatisfied with the ruling of the PAB.

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.

Pay Ranges:

The pay ranges contained in the salary schedule will adjust by the percentage change in the CPI index for Boston-Brockton-Nashua (from November to November of the year preceding the effective date of the pay range adjustment). To the extent an employee's proposed merit increase causes the employee to exceed his/her pay range, the employee shall be entitled to an amount not to exceed two percent (2.0%) above the then top of the pay range. Any amount due that exceeds the top of the pay range, shall be paid in a lump sum amount in the first pay period in December and shall not become part of base wages.

WAGE/SALARY SCHEDULE

		FY15			
Grade	**Position**	**Hrly Min**	**Hrly Max**	**Exempt Min**	**Exempt Max**
5	Deputy Tax Collector	16.43	22.05		
5	Deputy City Clerk	16.43	22.05		
7	Secretary III	19.02	25.48		
9	Communications Center Manager			45,847.85	61,444.96
9	Recreation Supervisor			45,847.85	61,444.96
9	Arena Supervisor			45,847.85	61,444.96
9	**Office Manager**			**45,847.85**	**61,444.96**
10	Asst Director of Code Enf Services			55,677.57	74,600.50
10	Chief Planner			55,677.57	74,600.50
10	Municipal Services Supervisor			55,677.57	74,600.50
11	Deputy Fire Chief			58,487.33	78,402.09
11	Assistant Director of Recreation			58,487.33	78,402.09
11	Fire Marshal			58,487.33	78,402.09
11	Chief Water Treatment Operator			58,487.33	78,402.09
11	Chief Wastewater Treatment Operator			58,487.33	78,402.09
~~12~~	~~Bus. Administrator/Deputy Treasurer~~			~~60,877.06~~	~~81,545.97~~
13	City Engineer			64,438.31	86,415.33
14	Assitant Fire Chief			67,718.23	90,761.48

ARTICLE 34: LONGEVITY

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

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

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

ARTICLE 35: SEVERABILITY

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

ARTICLE 36: COPIES

The City shall file a copy of this agreement with the New Hampshire Public Relations Board within fourteen (14) days of its execution. The agreement shall also be available to bargaining unit members on the City's intranet.

ARTICLE 37: DURATION

This Agreement shall be effective on the date of City Council approval and expire on June 30, 2018. Nothing in this agreement will be retroactive unless it is specifically described as such and the cost of such items is specifically approved by the City Council.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed by their respective Negotiating Committee on this the 3rd day of October 2014.

Rochester Middle Management Group	**City of Rochester**
By:----------	By:----------
By:----------	By:----------
By:----------	By:----------
----------	----------
Chief Negotiator	Chief Negotiator

Adopted and approved by the Rochester City Council on October 7, 2014.

City Clerk (Seal)

EXHIBIT A
City of Rochester, NH
Employee Performance Appraisal Form

Employee Name:

Position Title:

Department and Supervisor:

Appraisal Period:

Type of Performance Appraisal: Annual

End of Introductory Period

Other (Describe):

A. Objectives of Performance Appraisal Process

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

B. Performance Rating Descriptions

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

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

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

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

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

C. Performance Factors

For each section, provide a rating and specific comments and examples to support the rating.

a. Job Knowledge and Skills

Understanding of job responsibilities and skills in performing job, including financial management.

Performance Rating: O C FC NI U

Examples and Comments:

b. Management Effectiveness & Communications

Demonstrated ability to communicate, lead, train, supervise and direct staff to complete assigned duties effectively.

Performance Rating: O C FC NI U

Examples and Comments:

c. Quality of Work and Initiative

Accuracy and thoroughness of work; degree to which work meets expected standards; initiative, completeness, demonstrated ability to use good judgment and make sound decisions.

Performance Rating: O C FC NI U

Examples and Comments:

d. Policy & Procedures

Understanding of and compliance with City policies (including dress code), procedures and practices associated with position; compliance with any applicable legal requirements for position; attention to safety; effectiveness in ensuring employee compliance with applicable policies and procedures.

Performance Rating: O C FC NI U

Examples and Comments:

e. Cooperation, Flexibility and Teamwork
Demonstrated ability to work positively and effectively with others; ability to adapt to changes; and effectiveness in leading subordinates to do the same.

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

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

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

g. Other Important Performance Factors for Employee's Position.

Describe:_____

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

D. Review of Previous Goals (if applicable)

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

E. Notable Accomplishments

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

F. Areas Requiring Improvement

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

G. Overall Performance Rating

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

H. Acknowledgment and Signatures

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

_____ **Date:** _____
Signature

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

_____ **Date:** _____
Signature

City Manager signature: _____ **Date:**_____

CITY OF ROCHESTER
RMMG MERIT PAY WORKSHEET

1.	**Job Knowledge and Skills (Maximum of 20 Points).** Understanding of job responsibilities and skill in performing job, including financial management.

2.	**Management Effectiveness & Communications (Maximum 20 Points).** Demonstrated ability to communicate, lead, train, supervise and direct staff to complete assigned duties effectively.

3.	**Quality of Work and Initiative (Maximum 15 points).** Accuracy and thoroughness of work; degree to which work meets expected standards; initiative, completeness, demonstrated ability to use good judgment and make sound decisions.

4.	**Policy & Procedures (Maximum 10 points).** Understanding of and compliance with City policies (including dress code), procedures and practices associated with position; compliance with any applicable legal requirements for position; attention to safety; effectiveness in ensuring employee compliance with applicable policies and procedures.

5.	**Cooperation, Flexibility and Teamwork (Maximum 20 Points).** Demonstrated ability to work positively and effectively with others; ability to adapt to changes; and effectiveness in leading subordinates to do the same.

6.	**Courtesy & Service Quality (Maximum 15 points)** Demonstrated respect and courtesy shown to subordinates, colleagues, City management, members of the public and customers; commitment to providing consistent quality service.

5. **Other Important Performance Factors for Employee's Position (Bonus: Maximum of 20 Points)**
Describe:_____

Merit Pay Increase

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

_____ _____

Date **Immediate Supervisor**

_____ _____

Date **City Manager**

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

[1] **Merit Pay Calculation:** Total points divided by 100 X 3.0 = Percentage salary increase. Example: 93 points divided by 100 = .93 X 3.0 = 2.79% salary increase. Note: Maximum is 3.0% in merit pay.