

**AGREEMENT BETWEEN THE
CITY OF ROCHESTER AND
THE ROCHESTER MIDDLE MANAGEMENT GROUP**

July 1, 2023 to June 30, 2026

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ARTICLE I: RECOGNITION

- 1.1 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, Communications Center Manager, Recreation Services Supervisor, Assistant Director of Building & Licensing Services (BLS), Assistant Director of Economic Development, Senior Planner, GIS/Asset Management Coordinator, Municipal Services Supervisor, Deputy Fire Chief, Wastewater System Superintendent, Water System Superintendent, Administrative Services & Utility Billing Supervisor, Deputy Assessor, and Assistant City Engineer.

ARTICLE II: MANAGEMENT RIGHTS

- 2.1 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 of 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 III: PROBATION

- 3.1 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.
- 3.2 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.

- 3.3 A promoted employee will not be required to perform the exclusive duties of a subordinate position simultaneously with the promoted position on a regular basis or for a period in excess of sixty calendar days from the date of promotion. After sixty days the employee will receive a 10% differential.

ARTICLE IV: DISCIPLINARY POLICY

- 4.1 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.
- 4.2 The bargaining unit member has the right to request a union representative at any meeting where disciplinary matters are discussed.
- 4.3 Disciplinary action will normally be taken in the following order:
- a. Verbal warning
 - b. Written warning
 - c. Suspension
 - d. Discharge
- 4.4 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 V: GRIEVANCE PROCEDURE

- 5.1 **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.
- 5.2 **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.

5.3 General Provisions:

- a. 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.
- b. 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.
- c. 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.
- d. The time limits for the processing of any grievance may be extended by written consent of both parties.
- e. All grievances shall be initiated not later than ten (10) calendar days after the occurrence of the event giving rise to the grievance.
- f. 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 the 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 to step three.

Step 3. If the Group has not reached an agreement, they may appeal to the New Hampshire Public Employee Labor Relations Board (PELRB) within 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 the 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 arbitrator's opinion shall be deemed waived.

ARTICLE VI: DUES DEDUCTION

- 6.1 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 VII: UNION BUSINESS LEAVE

- 7.1 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.
- 7.2 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.
- 7.3 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.
- 7.4 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.
- 7.5 The number of days off with pay and benefits under paragraphs 7.3 and 7.4 shall not exceed an aggregate of four (4) days for the entire bargaining unit per calendar year. All requests for leave pursuant to paragraphs 7.3 and 7.4 shall be submitted in writing to the City Manager no less than ten (10) working days prior to the date of the requested leave.
- 7.6 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 work week.

ARTICLE VIII: DEFENSE OF LAWSUITS

- 8.1 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 fees of attorney(s) selected by the City and other expenses of defense, in connection with any claim, demand, action, suit or judgment arising out of any act or omission of the 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 IX: COMPENSATION AND WAGES

- 9.1 Effective July 1, 2023, employees shall be placed on a Merit Track (Exhibit B) in accordance with their classification grade (Exhibit A).
- 9.2 Employees will be eligible for a Merit Track advancement effective the first full pay period including their anniversary date of hire, based upon the results of a performance evaluation process that shall include, but not be limited to, a written evaluation (Exhibit C) performed by the employee's supervisor, the personnel file and such other information to determine in his/her discretion is relevant before making a recommendation to the City Manager for Merit Track advancement. The Merit Advancement Worksheet (Exhibit C) will have a total of one hundred available points. Employees that do not receive a score of 70 or better on evaluation shall not be recommended for Merit Track advancement. Merit Track advancement will not be diminished because of financial considerations of the Department or the City.

The merit tracks attached hereto will be adjusted as follows:

- Effective July 1, 2023, 4%
- Effective July 1, 2024, 3%
- Effective July 1, 2025, 3%

Employees on the top step in the prior fiscal year shall receive, in addition to any merit track COLA adjustment, a two percent 2.0% one-time payment (not added to the base) in lieu of a step increase (must score a 70 or better on evaluation).

Any employee that is denied Merit Track advancement, may request a re-evaluation anytime between 90 and 120 days after the anniversary date. If the City Manager, after consulting with the department head, agrees that a significant improvement has been made since the original evaluation was completed, the City Manager will have the final discretion to make a final decision on whether a Merit Track advancement shall be awarded. Any such adjustment will be effective on the date of the City Manager's decision and shall not be retroactive.

ARTICLE X: WORKING OUT OF CLASSIFICATION

- 10.1 Employees assigned in writing by the City Manager or designee to work in a position with a higher labor grade shall receive a 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.

ARTICLE XI: EDUCATIONAL REIMBURSEMENTS

- 11.1 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 Department head.
 - b. The course is related to the employee's job or as part of a career development program.
 - c. There is sufficient funding in the budget for that purpose.
 - d. No more than three (3) courses per fiscal year unless approved by the City Manager.
 - e. 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 XII: LONGEVITY

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

<u>Years of Service</u>	<u>Annual Payment</u>
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.

ARTICLE XIII: HOURS OF WORK

13.1 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.

13.2 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.

13.3 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.

13.4 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. 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. Any compensatory time unused at the end of the last full pay period in June will be paid at the current hourly rate in the last full payroll period in June.

ARTICLE XIV: HOLIDAYS

14.1 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	

- 14.2 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. The provisions of this section shall apply to full-time regular employees and, on a pro-rata basis, to part-time regular employees.
- 14.3 If a salaried employee is required work for four (4) or more hours on any holiday, they may request a floating holiday from the City Manager. The grant or denial by the City Manager shall not be subject to the grievance process. No more than two (2) floating holidays may be granted in any contract year under this provision.

ARTICLE XV: VACATIONS

- 15.1 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 through and including the twenty-fourth (24th) employment year. After commencement of the twenty-fifth (25th) year of full-time employment, each employee shall accrue paid vacation at the rate of one and one-quarter (1.25) days for each month of full-time employment during each employment year.

Illustrative Table:

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

- 15.2 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.

- 15.3 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 required exception by the City Manager shall not be unreasonable withheld.
- 15.4 For employee 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.

ARTICLE XVI: PAID TIME OFF (PTO)

- 16.1 PTO combines vacation, sick, family sick and personal time off into a single bank of non-cumulative days for employees to use to take paid time off from work.
- 16.2 Employees hired after July 1, 2023 - Upon commencing employment and each employment year thereafter, exempt employees will be credited with thirty-two (32) non-cumulative leave days. In the event the employee's legitimate job responsibilities or an approved leave of absence (FMLA or workers' compensation) prevent PTO usage as outline above, an exception shall be granted by the City Manager, with an approved plan for PTO usage bringing the employee's accumulation within the specified limits.

Specifically, employee shall be allowed to carry over up to five (5) PTO days and can have no more than thirty-seven (37) days at any one time without the prior approval of the City Manager. All days in excess of this limit shall be forfeited.

- 16.3 There will be a one-time option in July 2023 for current employees to convert to the PTO policy. Current employees that choose to convert to PTO will start with an account balance consisting of the vacation, sick (eligible payout on first pay in August 2023), and personal leave time balance at the time of conversion. Employees will not lose days if they come into the plan with a balance greater than the PTO cap. Employees who have days over the maximum will have one year to use time in excess of the maximum allowed accrual.
- 16.4 Time that is not covered by the PTO policy, and for which separate guidelines and

policies exist, include paid holidays, bereavement time off, required jury duty, and military service leave.

ARTICLE XVII: PERSONAL LEAVE

- 17.1 Each eligible employee shall be entitled to two (2) non-cumulative Personal Days when hired and each year thereafter, granted on the first of the month following 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 reports 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 XVIII: SICK LEAVE

- 18.1 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.
- 18.2 **Earned Personal Leave:**
Employees completing six (6) consecutive months of employment without taking sick leave will be granted one (1) non-accumulative personal day. Employees may, sell their non-accumulative personal day(s) during the annual open enrollment period. This provision relates only to the non-accumulative personal day awarded for non-use of sick leave for six (6) consecutive months.
- 18.3 **Family Sick:**
Three (3) additional days each year (non-accumulative from year to year) will be given to employees on the first day of the month following his/her anniversary date of hire. This family sick time 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.
- 18.4 **Parental Leave:**
Employees eligible for vacation time may receive one extra week (5 days) of paid vacation time during any year in which they or their current spouse have a birth or an adoption of a child. Such employee shall have one year from the date of birth or adoption

in which to use the extra week of vacation or it is forfeited.

- 18.5 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.
- 18.6 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.
- 18.7 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 XIX: SICK LEAVE TRANSFER

- 19.1 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.
- a. The request must be in writing and for an extended illness of three or more week's duration.
 - b. The employee must first use all other available paid leave.
 - c. Employees recovering from a workers' compensation injury or illness are not eligible.
 - d. 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.
 - e. Donations are strictly voluntary and anonymous.
 - f. 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 XX: BEREAVEMENT LEAVE

20.1 Bereavement Leave:

Bereavement Leave shall be granted as follows:

- a. Bereavement leave of five (5) working days, without any loss of pay in the event of death of:
 - Spouse/Partner
 - Child/Step Child

- b. Bereavement leave of three (3) working days, without any loss of pay in the event of death of his/her:
- Mother/Step Mother/Mother-in-Law
 - Father/Step Father/Father-in-Law
 - Brother/Step Brother
 - Sister/Step Sister
 - Grandchild/Step Grandchild
 - Daughter-in-Law
 - Son-in Law
- c. Bereavement 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/her:
- Aunt/Uncle
 - Niece/Nephew
 - Grandparent/Step/in-Law
 - Sister-in-Law
 - Brother-in-Law
- d. Under extenuating circumstances, two (2) additional days with pay may be granted under sections 1, 2, and 3 above with the written request to your department director or his/her designee and final approval from the City Manager.

ARTICLE XXI: JURY DUTY

- 21.1 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 XXII: MILITARY LEAVE

- 22.1 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. The City will augment any military leave pay received by the unit member from the federal government up to the net wages the member would have received had she/he been working for the City during the same pay period.

- 22.2 Any member that chooses to invoke the military leave clause should submit to Human Resources their military orders once received. The member will take leave without pay during active duty and continue to pay applicable benefit deductions while on leave. Once returned from active duty, the member will submit to Human Resources their military leave pays from the federal government. If augmentation of pay is required, the member will receive compensation the following pay period of receipt of military pay.

ARTICLE XXIII: LEAVE OF ABSENCE

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

ARTICLE XXIV: EMERGENCY CLOSINGS

- 24.1 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 XXV: WORKERS' COMPENSATION

- 25.1 An employee out of work due to a job-connected injury shall receive workers' compensation. The difference between the amount paid to the employee through workers' 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 workers' compensation benefit as determined by the Department of Labor and a supplemental payment by the City which will be the difference between the workers' compensation payment and the employee's regular compensation, to be paid on a bi-weekly basis.
- 25.2 At the end of the twenty (20) day period of said job connected injury, the employee shall continue to receive both workers' compensation benefit and the difference between that

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

- 25.3 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 workers' compensation payment and the employee's regular compensation, to be paid on a bi-weekly basis.

ARTICLE XXVI: TEMPORARY ALTERNATE DUTY

- 26.1 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 XXVII: UNIFORMS

- 27.1 The City shall initially provide all articles of uniforms and protective clothing which are required by the City. Uniform articles damaged in the line of duty shall be repaired or replaced by the City.
- 27.2 The City shall provide cleaning of uniforms required to be worn by the Wastewater System Superintendent, Water System Superintendent and Department of Public Works supervisors in Highways, Utilities and Buildings and Grounds, in accordance with current practice.
- 27.3 Fire Department employees shall receive five hundred dollar (\$500.00) allowance per year, to be administered in accordance with the current practice.

ARTICLE XXVIII: RETIREMENT

- 28.1 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 XXIX: FLEXIBLE BENEFITS PROGRAM

29.1 Health Insurance:

All employees shall be provided with comprehensive medical insurance coverage by the City of Rochester. The City's contribution to medical insurance premiums will be limited to 80% of the total premium of PLAN A towards PLAN A, PLAN B, or PLAN C.

Plan A – ABSOS20/40/1KDED (07L) - RX10/20/45

Plan B – ABSOS25/50/3KDED (07L) - RX 10/20/45

Plan C – Lumenos2500 (07L) – RX Anthem

- a. The employee share of premiums shall be paid by the individual employee through payroll deductions.
- b. During the City's open enrollment period, employees may opt to buy or sell back to the City up to seven (7) days of accrued vacation hours and/or sell back to the City two (2) days of accrued earned personal hours or nine (9) PTO days to reduce their 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.
- c. 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.
- d. The Parties reserve the limited right to re-open the entire Agreement in the event that unanticipated changes in health insurance regulations and/or costs substantially increase, alter or impair the financial obligations of the parties or subject its health insurance plans to fines, taxes and/or penalties. Nothing herein shall obligate either party to reach agreement on any change after the reopening of the Agreement and if no agreement is reached then the current Agreement shall remain in full force and effect.

29.2 Opt-Out/Opt-Down Incentive:

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.

29.3 Dental Insurance:

All employees covered by this Agreement are provided with a Delta Dental Plan through HealthTrust. The City contributes up to three hundred dollars (\$300.00) per year towards the cost of this benefit. Employees pay the premium cost above \$300.00 through payroll deduction. The Base Option 5 Coverage A, B; Mid Option 3D Coverage A, B, C and High Option 1S coverage A, B, C, and D are available to the employee in either Single, Two-Person or Family Plans.

29.4 Reimbursement Accounts:

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

- Medical Flexible Spending Account: maximum annual contribution is equal to IRS contribution limit.
- Dependent Care Flexible Spending 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 pro-rated for employees who are employed for less than a full calendar year.

29.5 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 or PTO
- 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 or 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.

29.6 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 XXX: REDUCTIONS IN FORCE

- 30.1 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.
- 30.2 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 XXXI: SEPARATION PAYMENTS AND BENEFITS

For full-time employees, 'Retirement or Retire' as used in this Agreement shall mean withdrawal from active service having been granted a retirement allowance by the New Hampshire Retirement System (NHRS) and the employee actually drawing such a retirement allowance no later than 90 days after separation.

For full-time and part-time employees, 'Resignation' shall be defined as voluntarily separating from employment with the City other than for the purposes of retirement.

Dismissal During the Probationary Period, If at any time during the probationary period, the agency head determines that the services of a new or rehired employee have been unsatisfactory, the employee may be dismissed from his/her position without right of appeal or grievance. Written notice of such dismissal shall be given to the employee.

- 31.1 Upon receipt of a signed letter of intent to separate from the service with the City of Rochester, a severance payment shall be issued as follows:

Vacation: Upon resignation or retirement, 100% of accumulated vacation after completion of the 6 months probationary period. If an employee resigns from the City during his probationary period, vacation pay-out will be pro-rated based upon his service time. The maximum payout shall not exceed one and one-half (1.5) times the annual accrual amount.

PTO: Non-probationary employees are paid for their PTO at employment end. If an employee leaves the city during his/her probationary period, PTO pay-out will be pro-rated based upon his/her service time. Maximum PTO paid shall be 32 days.

Sick: 75% of one hundred and twenty (120) days accumulated sick leave shall be paid if the eligible employee has been granted a retirement allowance from the NHRS and is actually drawing such an allowance within 90 days of separation.

Sick: 50% of accumulated sick time shall be paid if the eligible employee submits his/her resignation and has completed ten (10) years of continuous service with the City of Rochester at the time of separation. Employees who terminate their employment by voluntary resignation, and who have served at least ten (10) continuous 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.

Personal: Upon resignation or retirement, 100% of accumulated personal time.

Earned Personal: Upon resignation or retirement, 100% of accumulated earned personal time.

Compensatory Time (Comp Time): Upon resignation or retirement, 100% of accumulated comp time.

Longevity: Upon resignation or retirement, pro-rated amount calculated from the employee's anniversary date of hire to the employee's date of separation.

The employee shall not receive any accrued benefits except compensatory time if the employee is dismissed during the probationary period.

For purposes of determining sick and vacation benefits, the number of days for each shall be based upon the employee's accruals and his/her per diem rate at the time of separation.

In the event of termination by reason of death said payment in the amount of 100% of accrued sick leave shall be made to his/her beneficiary.

Clothing: All items covered in this Agreement shall be returned to the Department upon separation from employment.

ARTICLE XXXII: SEPARABILITY

- 32.1 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 XXXIII: MISCELLANEOUS

- 33.1 The City shall provide notice to the Association concerning the posting of new positions or the modification of existing positions.

ARTICLE XXXIV: COPIES

- 34.1 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 XXXV: DURATION

- 35.1 This Agreement shall be effective on the date of City Council approval and expire on June 30, 2026. 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 26th day of June 2023.

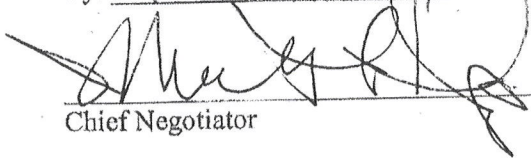
Rochester Middle Management Group

City of Rochester

By: 

By: 


Chief Negotiator


Chief Negotiator

Approved by a majority vote of the Rochester City Council and Mayor on April 4, 2023.

 (Seal)
City Clerk

EXHIBIT A: CLASSIFICATION GRADES

Grade	Position
9	Deputy Tax Collector
9	Deputy City Clerk
10	Recreation Services Supervisor
10	Assistant Director of Economic Development
10	Communications Center Manager
10	Administrative Services & Utility Billing Supervisor
10	Deputy Assessor
11	Assistant Director of Building & Licensing Services (BLS)
11	Senior Planner
11	Municipal Services Supervisor
12	Assistant City Engineer
12	GIS/Asset Management Coordinator
13	Water System Superintendent
13	Wastewater System Superintendent
13	Deputy Fire Chief

EXHIBIT B: Merit Track

FY24	4% COLA											
GRADE	1	2	3	4	5	6	7	8	9	10	11	12
7	48,909.95	50,254.98	51,636.99	53,057.00	54,516.07	56,015.26	57,555.68	59,138.47	60,764.77	62,435.80	64,152.79	65,916.99
8	51,378.00	52,788.84	54,240.53	55,732.15	57,264.78	58,839.56	60,457.65	62,120.24	63,828.54	65,583.83	67,387.38	69,240.54
9	56,702.07	58,261.38	59,863.56	61,509.81	63,201.33	64,939.37	66,725.20	68,560.14	70,445.55	72,382.80	74,373.33	76,418.59
10	68,986.35	70,883.48	72,832.77	74,835.67	76,893.65	79,006.23	81,180.98	83,413.43	85,707.30	88,064.25	90,486.02	92,974.38
11	72,333.87	74,323.05	76,368.94	78,467.03	80,624.87	82,842.08	85,120.21	87,461.02	89,866.20	92,337.52	94,876.80	97,485.91
12	75,966.96	78,056.05	80,202.59	82,408.16	84,674.38	87,002.93	89,395.51	91,853.89	94,379.87	96,975.32	99,642.14	102,382.30
13	79,693.82	81,885.40	84,137.25	86,451.02	88,828.42	91,271.20	93,781.16	96,360.14	99,010.05	101,732.82	104,530.48	107,405.07

FY25	3% COLA											
GRADE	1	2	3	4	5	6	7	8	9	10	11	12
7	50,377.25	51,762.62	53,186.10	54,648.71	56,151.55	57,695.72	59,282.35	60,912.62	62,587.72	64,308.88	66,077.37	67,894.50
8	52,917.28	54,372.51	55,867.75	57,404.11	58,982.73	60,604.75	62,271.38	63,983.84	65,743.40	67,551.34	69,409.00	71,317.75
9	58,403.13	60,009.22	61,659.47	63,355.11	65,097.37	66,887.65	68,726.96	70,616.95	72,558.91	74,554.28	76,604.53	78,711.15
10	71,055.94	73,009.98	75,017.75	77,080.74	79,200.46	81,378.48	83,616.38	85,915.83	88,278.52	90,708.18	93,200.80	95,763.62
11	74,503.89	76,552.75	78,657.95	80,821.04	83,043.62	85,327.32	87,673.82	90,084.85	92,562.18	95,107.64	97,723.10	100,410.49
12	78,245.98	80,397.73	82,608.67	84,880.40	87,214.62	89,613.02	92,077.38	94,609.50	97,211.26	99,884.57	102,631.40	105,463.76
13	82,084.63	84,341.96	86,661.36	89,044.55	91,493.28	94,009.34	96,594.60	99,250.95	101,980.35	104,784.81	107,666.39	110,627.22

FY26	3% COLA											
GRADE	1	2	3	4	5	6	7	8	9	10	11	12
7	51,888.57	53,315.50	54,781.68	56,288.18	57,836.10	59,426.59	61,060.83	62,740.00	64,465.35	66,238.14	68,059.69	69,931.34
8	54,504.80	56,003.68	57,543.78	59,126.24	60,752.21	62,422.89	64,139.62	65,903.36	67,715.70	69,577.88	71,491.28	73,457.29
9	60,155.22	61,809.49	63,509.25	65,255.76	67,050.29	68,894.18	70,788.77	72,735.46	74,735.68	76,790.91	78,902.66	81,072.49
10	73,187.62	75,200.28	77,266.29	79,393.17	81,578.48	83,819.83	86,124.88	88,493.31	90,928.88	93,427.36	95,996.62	98,636.52
11	76,739.00	78,849.33	81,017.68	83,245.87	85,534.93	87,887.14	90,304.03	92,787.39	95,339.05	97,960.87	100,654.79	103,422.80
12	80,593.34	82,809.66	85,086.93	87,428.82	89,831.05	92,301.41	94,839.70	97,447.79	100,127.60	102,881.11	105,710.34	108,617.38
13	84,547.17	86,872.22	89,261.20	91,715.89	94,238.07	96,829.62	99,492.43	102,228.48	105,039.76	107,928.35	110,896.38	113,946.03

EXHIBIT C: EVALUATION FORM

Employee Name: _____

Position Title: _____

Department and Supervisor: _____

Appraisal Period: From: _____ To: _____

Type of Performance Appraisal:

☐

Annual

☐

End of Introductory Period

☐

Other (Describe): _____

A. Objectives of Performance Appraisal Process

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

B. Performance Rating Descriptions

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

I ☐ have ☐ have not attached examples and comments

a) Job Knowledge and Skills

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

Performance rating: ☐C ☐FC ☐NI ☐U

Examples and Comments:

b) Quality of Work

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

Performance rating: ☐C ☐FC ☐NI ☐U

Examples and Comments:

c) Dependability/Attendance

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

Performance rating: ☐C ☐FC ☐NI ☐U

Examples and Comments:

d) Policy & Procedures

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

Performance rating: ☐C ☐FC ☐NI ☐U

Examples and Comments:

e) Cooperation, Teamwork & Initiative

Demonstrated ability to work positively and effectively with others; ability to adapt to changes; and accept or share new responsibilities as a team player.

Performance rating: ☐C ☐FC ☐NI ☐U

Examples and Comments:

f) Courtesy and Service Quality

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

Performance rating: ☐C ☐FC ☐NI ☐U

Examples and Comments:

D. GOALS

1) Review of Previous Goals

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

2) Future Goals

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

E. Notable Accomplishments

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

F. Areas Requiring Improvement

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

G. Overall Performance Rating
Comments:

☐C ☐FC ☐NI ☐U

H. Acknowledgment and Signatures

Supervisor: I discussed this performance appraisal with the employee on _____.

Supervisor Signature

Date: _____

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

Employee Signature

Date: _____

City Manager

City Manager's signature

Date: _____

Merit Advancement Worksheet

Employee Name: _____

Department and Supervisor: _____

Appraisal Period: From: _____ To: _____

a. Job Knowledge and Skills (Maximum of 20 Points)

Performance Rating: ☐C ☐FC ☐NI ☐U Points: _____

b. Quality and of Work (Maximum of 20 Points)

Performance Rating: ☐C ☐FC ☐NI ☐U Points: _____

c. Dependability/Attendance (Maximum of 15 Points)

Performance Rating: ☐C ☐FC ☐NI ☐U Points: _____

d. Policy & Procedures (Maximum of 15 Points)

Performance Rating: ☐C ☐FC ☐NI ☐U Points: _____

e. Cooperation, Initiative & Teamwork (Maximum of 20 Points)

Performance Rating: ☐C ☐FC ☐NI ☐U Points: _____

f. Courtesy & Service Quality (Maximum of 10 Points)

Performance Rating: ☐C ☐FC ☐NI ☐U Points: _____

SCORING KEY:	10 point scale	15 point scale	20 point scale
COMMENDABLE (C)	10	15	20
FULLY COMPETENT (FC)	7.5	11.25	15
NEEDS IMPROVEMENT (NI)	4	6	8
UNSATISFACTORY (U)	0	0	0

Total Points awarded: _____ Merit Track Advance*: Yes _____ No _____

Department Head _____

Date _____

City Manager Approval _____

Date _____

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