

**NON-UNION EMPLOYMENT POLICY HANDBOOK  
CITY OF ROCHESTER, NH**

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# ARTICLE 1

## PURPOSE OF RULES AND REGULATIONS

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

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

# ARTICLE 2

## AMENDMENT OF RULES

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

# ARTICLE 3

## DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

**HOURLY EMPLOYEE** An hourly employee shall be compensated for each hour of work performed at an hourly rate as stipulated in the Merit Track for the particular grade and pay step.

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

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

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

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

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

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

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

## **ARTICLE 4**

### **PERSONNEL RULES AND REGULATIONS**

#### **STATUS OF PRESENT EMPLOYEES**

Any person holding a full-time or part-time regular position of employment in the City's service, upon the adoption of these Rules and Regulations, shall assume the status of the position held, and shall be presumed to have been appointed in accordance with these Personnel Rules and Regulations and shall retain all benefits accrued as of the adoption of the Rules and Regulations.

#### **PERSONNEL OFFICER**

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

## **ARTICLE 5**

### **EMPLOYMENT**

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

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

**Section 2: SELECTION**

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

**Section 3: APPOINTMENT**

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

**Section 4: PROMOTION**

Present employees shall be given maximum opportunity for advancement in the service of the City. Present employees shall be given first consideration in filling a vacancy and shall be given training opportunities to qualify for promotion. It is recognized that from time to time, the good of the service may require that a vacancy be filled from outside the service.

**Section 5: PROBATION**

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

**Section 6: TRAINING**

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

**Section 7: TRANSFER**

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

## **ARTICLE 6**

### **CLASSIFICATION SCHEDULE AND MERIT TRACK**

#### **CLASSIFICATION SCHEDULE**

There shall be a Classification Schedule for all non-union positions of service in the City. For each class of non-union positions within the City, this schedule shall establish a Class Title, a Statement of Duties, Authority and Responsibility thereof, and the qualifications necessary or desirable for the satisfactory performance of the duties of said class. The Classification Schedule can be found in Exhibit A.

#### **MERIT TRACK**

**Non police/non-sworn employees** may advance on the merit track one increment effective the first full pay period that includes their anniversary date of hire if approved by the City Manager as set forth below. The Merit Track for FY24 can be found in Exhibit B.

Employees will be eligible for a merit track advancement effective the first full pay period that includes their anniversary date of hire. Thirty (30) days prior to the employee's date of hire, the employee's Supervisor/Department Manager shall complete a draft evaluation of said employee. The Supervisor/Department Manager shall meet with each employee at least 15 days prior to the anniversary date of hire to discuss the evaluation. The Manager shall thereafter fill out a Merit Track Advancement Worksheet based upon the written evaluation, the employee's personnel file, and such other relevant information to determine a recommendation to the City Manager for merit track advancement of one increment. Employees that do not receive a score of 70 or greater shall not be recommended for merit track advancement. The Manager shall make his/her recommendation to the City Manager no later than seven (7) days after the employee's anniversary date of hire.

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

Any employee that is denied a merit track advancement shall be placed on a formal performance improvement plan (PIP) drafted by the Manager and approved by the City Manager.

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

**Police Sworn Personnel** – For police sworn employees under the purview of the Police Commission, hourly wage adjustments are at the discretion of the Police Commission.

## **ARTICLE 7**

### **HOURS OF WORK**

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

### **OVERTIME AND COMPENSATORY TIME**

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

### **PRIVATE DUTY ASSIGNMENTS**

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

## **ARTICLE 8**

### **HOLIDAYS**

1. City employees shall have the following paid holidays:

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

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

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.

## **ARTICLE 9**

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

#### **VACATION**

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.

#### **Employees hired prior to November 1, 2015**

Applications for vacation leave shall be approved by the Department Head and shall be chosen based on seniority, except that no employee shall select more than two (2) weeks at one time until all employees have been given an opportunity to choose their preferred vacation time. Vacation time will be accrued during the probationary period but may not be taken until after successful completion of probation, except with approval of the employee's supervisor and the City Manager. Vacation time accrued in a year (based on anniversary date) shall be taken within the next following employment year, except when, upon application by an employee, the City Manager shall have granted an exception to this section.

Illustrative Table

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

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

1. Vacation time may be used after the completion of the first six (6) months of employment.
2. Vacation time will be accrued on a bi-weekly basis.
3. Vacation time will accrue in accordance with the following table:

Illustrative Table

0 – 5 years	3 weeks/year
6+	4 weeks/year

4. The Maximum accumulation shall be one and one-half (1.5) times the annual accumulation amount. Upon reaching the maximum accumulation, periodic additions to the total shall cease until usage reduces the accumulation.
5. 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.
6. The employer shall approve or reject a request for vacation time in writing within ten (10) business days, exclusive of the absence of the employee’s supervisor or designee, after receiving a properly executed application for leave. If request for vacation time is rejected, it shall state the reasons for the rejection. Requests for vacation time shall not be unreasonably rejected.

**PAID TIME OFF (PTO)**

**Exempt (salary) employees hired after November 1, 2015**

Upon commencing employment and each employment year thereafter, exempt employees will be credited with thirty-two (32) leave days on the first of the month following their anniversary date. Employees shall be allowed to carry over up to five (5) PTO days from year to year. Employees can have no more than thirty-seven (37) PTO days available at any one time without the prior approval of the City Manager. All days in excess of this limit shall be forfeited.

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.

## **ARTICLE 10**

### **PERSONAL DAYS**

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 in accordance with the employee's preference and the needs of the Department, so long as at least forty-eight (48) hours' notice is provided.

## **ARTICLE 11**

### **SICK LEAVE**

**Sick Leave:** The provisions of this section shall apply to full-time regular employees and, on a pro-rata basis, to part-time regular employees. Sick leave shall be computed and accrued on a monthly basis, including the probationary period of an employee. Sick leave with pay shall be granted to all employees at the rate of one (1) day per calendar month worked, credited at the end of the month.

Sick leave 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.

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

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

**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, at their discretion, 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 six (6) consecutive months.

**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.

**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.

## **SICK LEAVE TRANSFER**

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

1. The request must be in writing and for an extended illness of three or more week's duration.
2. The employee must first use all other available paid leave.
3. Employees recovering from a workers' compensation injury or illness are not eligible.
4. Employees who wish to donate sick leave must still have 30 days left after the donation is made and may donate no more than 5 days in one year.
5. Donations are strictly voluntary and anonymous.
6. Donations of leave under this section do not affect eligibility for receipt of a personal day for not using sick leave in a twelve-month period.

## **ARTICLE 12**

### **WORKERS' COMPENSATION**

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.

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.

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

## **ARTICLE 13**

### **BEREAVEMENT AND OTHER LEAVE**

#### **BEREAVEMENT LEAVE**

Bereavement leave shall be granted as follows:

- 1.) Bereavement leave of five (5) working days, without any loss of pay in the event of death of:
  - Spouse/Partner
  - Child/Step Child
  
- 2.) 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

3.) 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

4.) 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 appr department director or his/her designee and final approval from the City Manager.

## **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.

## **LEAVE OF ABSENCE**

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

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

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 14**

### **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 15**

### **HEALTH INSURANCE AND OTHER BENEFITS**

#### **HEALTH INSURANCE**

- A. 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) – RX 10/20/45

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 four (4) days of accrued vacation or four (4) PTO days and/or sell back to the City one (1) day of accrued earned personal hours 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 or PTO leave.

- B. The City has the right to select and substitute alternative health plans to replace the existing health plans identified above. Such alternative plans will provide employees with services that are equal or comparable to the above-mentioned plans.

- C. 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:

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

## **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.

## **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 the 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.

## **DISABILITY INSURANCE 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 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.

## **LIFE INSURANCE**

The City pays 100% of the cost of a basic amount of life insurance protection for all non-union 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 16**

### **LONGEVITY**

The City provides longevity pay to full-time employees based on continuous years of service: length of service is determined by original date of hire.

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

Payment shall be made annually in the pay period containing the employee’s anniversary date.

## **ARTICLE 17**

### **EDUCATIONAL INCENTIVES – POLICE SWORN PERSONNEL**

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

The amount paid shall be as follows:

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

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

## **ARTICLE 18**

### **REDUCTION IN FORCE AND DEMOTIONS**

#### **REDUCTION IN FORCE**

In the event of layoff, the City shall lay off in inverse order of employment in the class and department involved. The Department head shall give written notice to the employees affected by a layoff two (2) weeks before the effective date of the action. If there is a recall within one (1) year for positions made vacant by a layoff, available laid-off employees shall be recalled according to classification and seniority. Seniority and accumulated leave (if not paid to the employee upon layoff) shall be restored to the level attained at the time of layoff if recalled within one (1) year.

#### **DEMOTIONS**

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

#### **CAUSE FOR REMOVAL OR OTHER DISCIPLINARY ACTION**

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

- a. Neglect of duties.
- b. Incompetence or inefficiency.
- c. Inability to perform work due to mental or physical disability.
- d. Insubordination or serious breach of discipline.
- e. Intoxication while on duty.
- f. Chronic or excessive tardiness.
- g. Chronic or excessive absenteeism.
- h. Willful violation of any of the provisions of the Personnel Rules and Regulations or other statutes relating to the employment of City employees.
- i. The conviction of any criminal act or offense.
- j. Abuse or violation of sick leave or other City regulations.
- k. Negligence of or willful damage to public property, and waste or pilferage of public supplies.
- l. Conduct unbecoming a City employee.
- m. The use or attempt to use one's authority or influence to control or modify the political action of any person in the City's service or engaging in any form of political activity during working hours.

## ARTICLE 19

### TYPES OF SEPARATION

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

### SEPARATION PAYMENTS

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, the PTO pay-out will be pro-rated based upon his/her service time. The maximum PTO pay-out shall be 32 days.

**Sick:** 75% of accumulated sick time shall be paid if the employee has been granted a retirement allowance from the NHRS and is actually drawing such an allowance within 90 days of separation. Employees who terminate their employment through retirement shall be entitled to a lump sum payment for three-quarters of the number of accumulated days due at the rate of pay at the time of termination of service, not to exceed seventy-five percent of one hundred and twenty (120) days accumulated sick leave. For the purpose of this section, retirement shall be defined as having completed ten (10) consecutive years of service with the City of Rochester and being eligible to retire under the New Hampshire Retirement System or other retirement plan paid in part or in full by the City.

**Sick:** 50% of accumulated sick time shall be paid if the 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) 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.

#### **ADDITIONAL INFORMATION**

**Special Note for Probationary Employees:** An employee shall not receive any accrued benefits except compensatory time if the employee is dismissed during the probationary period.

**Calculating Sick & Vacation Benefits:** 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.

**Termination Due to Death:** 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 & Equipment:** Employees, at the time of separation of employment, are required to return all articles of uniforms, clothing and equipment which were provided by the city.

## ARTICLE 20

### GRIEVANCE PROCEDURE

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

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

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

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

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

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

**Step #3:** If the aggrieved employee is not satisfied with the decision of the Department Head or if no decision has been rendered within the five (5) calendar day period as defined above, said employee may appeal his/her grievance, in writing, to the City Manager within seven (7) calendar days of the receipt of the Department Head's decision, or that date upon which such decision should have been rendered, provided however, that the aggrieved employee sets forth the specific reasons for such appeal and the terms and conditions of this plan and the specific areas which the employee feels have been violated, as was presented to the Department Head.

The City Manager, or the designated representative, shall hold an administrative hearing concerning the grievance within fourteen (14) calendar days of receipt of the aggrieved employee's appeal. The City Manager shall render a decision, in writing, within fourteen (14) calendar days from the close of the hearing.

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

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

## **ARTICLE 21**

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

#### **POLITICAL ACTIVITY**

No person holding a position with the City shall take an active part in, or make a contribution or donation to, any municipal campaign or serve as a member of a committee of such club or organization, or act as a campaign worker at the polls, or distribute badges, pamphlets, or handbills of any kind favoring or opposing any candidate for election or for nomination to a municipal office. Nothing in this article shall be construed to prevent any such employee or officer from becoming or continuing to be a member of a political organization, or from attendance at a political meeting, or organization, or from attendance at a political meeting, or enjoying entire freedom from all interference in casting his vote. Any person who wishes to accept or seek election to a municipal office may do so. However, if elected and a conflict of interest occurs regarding the employee's employment with the City and holding elected office, the employee shall make a choice between continued employment with the City or serving in the elected position. Any violation of this rule shall be sufficient grounds for the discharge of any officer or employee guilty of such violation.

No officer or employee in the City service shall directly or indirectly contribute, solicit, or receive, or be in any manner concerned in contributing, soliciting or receiving any assessment,

subscription, contribution, whether voluntary or involuntary, for any municipal political purpose whatever.

### **OUTSIDE EMPLOYMENT**

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

## **ARTICLE 22**

### **SAVINGS CLAUSE**

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

## **ARTICLE 23**

### **MISCELLANEOUS PROVISIONS**

#### **INCLUSION IN CONTRACTS**

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

**Exhibit A: Classification Schedule (Non-Police positions)**

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

**Exhibit B: FY24 Merit Track Schedule**

GRADE	1	2	3	4	5	6	7	8	9	10	11	12
1	11.69	12.01	12.34	12.68	13.03	13.39	13.76	14.14	14.53	14.94	15.35	15.77
2	13.21	13.58	13.95	14.33	14.72	15.12	15.53	15.95	16.40	16.85	17.31	17.79
3	14.94	15.35	15.77	16.20	16.64	17.10	17.57	18.06	18.55	19.07	19.59	20.13
4	16.43	16.88	17.35	17.82	18.31	18.82	19.33	19.87	20.41	20.98	21.56	22.16
5	18.08	18.57	19.09	19.61	20.15	20.70	21.27	21.86	22.45	23.07	23.71	24.36
6	19.89	20.44	21.00	21.58	22.18	22.78	23.41	24.06	24.72	25.40	26.10	26.82
7	21.88	22.47	23.09	23.73	24.38	25.05	25.74	26.45	27.18	27.93	28.71	29.50
8	23.19	23.82	24.48	25.15	25.84	26.55	27.28	28.04	28.81	29.60	30.42	31.25
9	24.58	25.26	25.95	26.66	27.39	28.14	28.91	29.71	30.52	31.35	32.22	33.10
9	51,126.40	52,540.80	53,976.00	55,452.80	56,971.20	58,531.20	60,132.80	61,796.80	63,481.60	65,208.00	67,017.60	68,848.00
10	54,184.00	55,681.60	57,200.00	58,760.00	60,382.40	62,025.60	63,731.20	65,499.20	67,288.00	69,139.20	71,032.00	72,987.20
11	58,510.40	60,112.00	61,755.20	63,460.80	65,187.20	66,996.80	68,827.20	70,720.00	72,675.20	74,672.00	76,710.40	78,811.20
12	65,540.80	67,329.60	69,180.80	71,094.40	73,028.80	75,046.40	77,105.60	79,227.20	81,411.20	83,657.60	85,945.60	88,316.80
13	73,403.20	75,420.80	77,500.80	79,601.60	81,806.40	84,052.80	86,361.60	88,732.80	91,187.20	93,683.20	96,262.40	98,924.80
14	79,268.80	81,452.80	83,699.20	85,987.20	88,358.40	90,771.20	93,288.00	95,846.40	98,488.00	101,192.00	103,979.20	106,828.80
15	85,612.80	87,963.20	90,396.80	92,872.00	95,430.40	98,030.40	100,734.40	103,500.80	106,350.40	109,283.20	112,278.40	115,377.60
16	92,456.00	95,014.40	97,635.20	100,297.60	103,064.00	105,892.80	108,804.80	111,820.80	114,899.20	118,040.00	121,305.60	124,654.40
17	99,860.80	102,606.40	105,435.20	108,326.40	111,300.80	114,358.40	117,520.00	120,744.00	124,072.00	127,483.20	130,977.60	134,576.00
18	107,848.00	110,801.60	113,838.40	116,979.20	120,182.40	123,489.60	126,900.80	130,395.20	133,972.80	137,654.40	141,440.00	145,350.40