

AGREEMENT BETWEEN

THE TOWN OF LONDONDERRY

AND

THE LONDONDERRY EXECUTIVE
EMPLOYEES ASSOCIATION

JULY 1, 2025 THROUGH JUNE 30, 2028

TABLE OF CONTENTS

ARTICLE 1: PARTIES TO THE AGREEMENT	3
ARTICLE 2: PURPOSE	3
ARTICLE 3: RECOGNITION	3
ARTICLE 4: DEFINITIONS	3
ARTICLE 5: NON DISCRIMINATION.....	4
ARTICLE 6: MANAGEMENT RIGHTS.....	4
ARTICLE 7: ASSOCIATION OFFICERS	4
ARTICLE 8: NO STRIKE.....	5
ARTICLE 9: PROMOTIONAL PROBATIONARY PERIOD	5
ARTICLE 10: LAYOFF/RECALL	5
ARTICLE 11: SCHEDULED WORK WEEK AND HOURS	6
ARTICLE 12: PROMOTIONS	7
ARTICLE 13: COMPENSATION	7
ARTICLE 14: HOLIDAYS	9
ARTICLE 15: VACATIONS.....	10
ARTICLE 16: SICK LEAVE.....	11
ARTICLE 17: PERSONAL LEAVE	12
ARTICLE 18: BEREAVEMENT LEAVE.....	13
ARTICLE 19: MILITARY LEAVE.....	13
ARTICLE 20: JURY DUTY	13
ARTICLE 21: INSURANCE.....	14
ARTICLE 22: WORKERS' COMPENSATION.....	16
ARTICLE 23: CLOTHING/TRAVEL ALLOWANCE.....	16
ARTICLE 24: EDUCATIONAL INCENTIVE AND TUITION	16
ARTICLE 25: PROFESSIONAL CERTIFICATIONS	17
ARTICLE 26: OUTSIDE WORK DETAILS.....	17
ARTICLE 27: DISCIPLINE AND TERMINATION FOR CAUSE	17
ARTICLE 28: GRIEVANCE PROCEDURE.....	17
ARTICLE 29: ACCRUAL OF SICK AND VACATION TIME WHILE ON LEAVE.....	18
ARTICLE 30: DURATION OF AGREEMENT	18
ARTICLE 31: MUTUAL AGREEMENT	19
ARTICLE 32: SEVERABILITY	19

ATTACHMENT A: SALARY RANGES

ATTACHMENT B: EMPLOYEE PERFORMANCE EVALUATION FORM

ARTICLE 1: PARTIES TO THE AGREEMENT

This agreement between the Town of Londonderry, New Hampshire (hereinafter “The Town”), and the Londonderry Executive Employees Association (hereinafter “The Association”) is made and entered into on this _____.

ARTICLE 2: PURPOSE

The purpose of this agreement is to set forth agreements between the Town and the Association, with respect to wages, hours, and other terms and conditions of employment for employees described in Article 3: Recognition.

ARTICLE 3: RECOGNITION

The Town recognizes the Association as the exclusive bargaining agent for the following Town of Londonderry regular and full-time employees, excluding new hires during their probationary period:

Administrative Services Director	Fire Chief
Chief Building Inspector	Police Chief
Director of Cable & Technical Operation	Recreation Director
Director of Community Development	Senior Affairs Director
Director of Planning and Economic Development	Town Assessor
Director of Public Works and Engineering	

ARTICLE 4: DEFINITIONS

AGREEMENT: Herein refers to this agreement between the Town of Londonderry, New Hampshire, and the Londonderry Executive Employees Association.

ANNIVERSARY DATE: An employee’s anniversary date is defined as the date when the employee entered the Association by virtue of hire or promotion into the Association.

ASSOCIATION: Hereinafter refers to the Londonderry Executive Employees Association.

DEPARTMENT: A functional division of the Town.

EMPLOYEE: Hereinafter used, refers to members of the Association.

PROBATIONARY EMPLOYEE: A newly hired employee working during an identified period whose ability to perform the responsibilities of his/her newly appointed position.

PROBATIONARY PERIOD: A probation period shall be six (6) months and may be extended for an additional six (6) months by the Town Manager from the date of appointment to a position.

FULL TIME EMPLOYEES: Employees who have successfully completed a probationary period and are normally assigned work of at least forty (40) hours per week.

REGULAR PART TIME EMPLOYEES: Employees who have successfully completed a probationary period and are normally assigned work of less than forty (40) hours per week. Regular part-time employees that are normally assigned twenty (20) hours or more work per week may receive fringe benefits prorated for their normal hours worked at the sole discretion of the Town Manager or as otherwise mandated by law. Regular part time employees that are normally assigned less than twenty (20) hours per week shall not receive pro-rated fringe benefits, other than those mandated by law. Part Time employees that are not normally assigned a regular work week shall not receive fringe benefits, other than those mandated by law.

TEMPORARY EMPLOYEES: Employees that are filling positions designated by the Town as “Temporary” for a predetermined length of time. Temporary employees do not receive fringe benefits, other than those mandated by law.

SENIORITY: The length of full-time service with the Town, beginning with the employee’s hire date (as opposed to date of entry into the Association by virtue of promotion or as a new hire).

ARTICLE 5: NON-DISCRIMINATION

The Town and the Association agree not to discriminate against a member of the Association because of race, creed, color, sex, age, national origin, religion, marital status, sexual orientation, gender identity, disability or membership in the Association.

ARTICLE 6: MANAGEMENT RIGHTS

The Town shall retain the sole right and authority to operate and direct the affairs of the Town and the Departments whose members are in the Association, including, but not limited to, all rights and authority exercised by the Town prior to the execution of this Agreement and in accordance with RSA 273 A1.

ARTICLE 7: ASSOCIATION OFFICERS

The Association Officer and Representatives shall be: The President, Vice President, Secretary and Treasurer.

The Association shall advise the Town of the names of the employees holding any office in the Association, as noted above

Association Officers shall be permitted to process grievances during their scheduled hours of duty, provided that such grievance can be processed so as not to interfere with the normal operations of the Town and/or department, and further, the amount of time in which the officers are engaged in such activity is reasonable.

ARTICLE 8: NO STRIKE

During the term of this Agreement, under no circumstances will the Association cause, encourage, sponsor, or participate in any strike, sit-down, stay-in, stay-out, sick-in, sick-out, work slowdown, withholding of services, or any curtailment of work, or restriction or interference with the operation of the Town of Londonderry; and the Town agrees not to engage in any lock-out.

ARTICLE 9: PROMOTIONAL PROBATIONARY PERIOD

Employees promoted to a higher rank or position shall serve a promotional probationary period as defined in Article 4: Definitions. During an employee's promotional probationary period, the employee's performance shall be critiqued at least twice, bringing to the employee's attention positive performance as well as suggestions for improvement. A written summary of the critique shall be provided to the employee.

Upon successful completion of the promotional probationary period, the employee shall be unconditionally appointed to the promotional position. An employee who, during or at the conclusion of the promotional probationary period, whose performance and/or conduct is deemed unsatisfactory by the Town Manager, shall return to his/her previous position at the same rank, grade and rate of compensation prior to qualification for probationary promotional appointment. Nothing in this section shall be interpreted to limit the Town Manager from imposing other appropriate disciplinary action for unsatisfactory performance or conduct.

ARTICLE 10: LAYOFF/RECALL

When it is necessary to reduce the number of employees within a department, layoffs will be made within the overall affected department(s) on the basis of seniority, i.e.: the last employee hired within the affected department(s) shall be the first laid-off. When it is necessary to reduce a position as provided in Article 3 Recognition, the incumbent shall be laid-off.

Within eighteen (18) months from the date of any lay-off, a qualified and available full-time employee who was laid-off shall be reinstated to the position from which he/she was laid-off or to another Association position for which he/she is otherwise qualified before a new employee is hired.

In the event a laid-off employee is recalled to full-time employment, such employee's seniority shall be re-instated to his/her seniority acquired as of the date of layoff. Any benefits paid at the time of layoff shall not be paid again. The reinstated employee shall be placed at the same salary paid at the time of layoff.

Employees shall lose seniority and shall no longer be eligible for reinstatement under this Article if they have left the Town's employment for any of the following reasons: disciplinary discharge, voluntary quit/resignation or retirement.

ARTICLE 11: SCHEDULED WORK WEEK AND HOURS

The normal work schedule for members of the Association shall be as follows:

Full-time employees will work Monday through Friday, normally 40 hours per week. Regular Part-time employees will work their regularly scheduled normal work week as determined by the Town.

The Town Council wishes to acknowledge the special public service rendered by its top Management Team. The Town expects employees in this Association to translate policies into appropriate, effective and credible programs. Employees define service programs, design program methods, organize subordinates into effective work units, administer ongoing problems, and apply the full range of modern management techniques. In managing they sustain the ethical standards and responsible government practices which make municipal government the uniquely respected level of government.

Employees in this Association speak directly for the Town government and thus have a decisive effect on how the Town is judged. The public's view of the Town's ethical and administrative standards results from observation of the conduct and problem-solving abilities of these employees in their extensive and influential public contacts.

In maintaining the Town's efficiency and reputation, Association members work whatever extra hours are required for appearances before the Town Council, Town Boards and Commissions, citizens' groups, and intergovernmental bodies; for maintenance of essential services during emergencies; and for accomplishment of work assignments which often impose irregular hours and time expenditures far in excess of the conventional 40-hour work week. Employees required by their job functions to work in excess of their normal work week shall not refuse to work such required time, except for good cause.

Recognizing that employees in this Association must often work in excess of the conventional 40-hour work week, the Town allows such employees to accumulate Administrative Time ("Admin Time") in an amount equivalent to the excess hours required by their job functions for appearances before the Town Council, Town Boards and Commissions, citizens' groups, and intergovernmental bodies and for maintenance of essential services during emergencies as follows

Regular Full-Time Employees shall be permitted to accumulate up to sixty (60) hours of Admin Time per fiscal year and, in the event an employee has not used the Admin Time to which he/she is entitled during a fiscal year, may exercise the option to cash out a maximum of sixty (60) hours per fiscal year during the last pay period in June.

Regular Part-Time shall be permitted to accumulate and cash out hours as listed in the paragraph above on a pro-rata basis.

Any Admin Time remaining at the end of the fiscal year may not be carried over into the next year, and each employee's Admin Time balance will reset to zero as of July 1 of each fiscal year.

ARTICLE 12: PROMOTIONS

Positions for all promotional opportunities covered by this agreement shall be posted on departmental bulletin boards for a period of at least fourteen (14) calendar days. The posting shall include the current position description, salary range, and test procedure. The opening may be advertised simultaneously with internal postings.

When qualified, based on job descriptions, current employees shall be given first consideration for promotional opportunities.

ARTICLE 13: COMPENSATION

1. COMPENSATION

1.1 The Salary and Wage schedule in effect as of July 1, 2025 (FY26) is attached hereto as Attachment A.

1.2 In year one of the Agreement, Members would not be eligible for a cost-of-living or merit increase.

In year two of the Agreement all Members shall receive a cost-of-living increase based upon the Boston Regional Office Consumer Price Index referred to as CPI-U as published by the U.S. Department of Labor, for the twelve (12) month average for the period ending December 31 of the preceding year, except that in no event shall such increase be greater than two and one half percent (2.5%) or lower than one percent (1.0%).

In year three of the Agreement all Members shall receive a cost of living increase based upon the Boston Regional Office Consumer Price Index referred to as CPI-U as published by the U.S. Department of Labor, for the twelve (12) month average for the period ending December 31 of the preceding year, except that in no event shall such increase be greater than two and one half percent (2.5%) or lower than one percent (1.0%).

The minimum and maximum of the salary range for all positions in the Association shall be adjusted by 2.5% each year beginning in year two of the Agreement.

1.3 Starting salaries may vary according to the credit given by the Town for relevant training, education and experience in excess of the minimum normally required for employment in each class and rank as determined by the town Manager.

2. PERFORMANCE PAY PLAN

*For year 1 of the agreement only, Members will not be eligible for a merit increase.

2.1 Plan Administration:

- 2.1.a Each employee of the Association shall be eligible for a merit increase based on an annual evaluation. Any merit increase resulting from such evaluation shall become effective on July 1st of each fiscal year. Evaluations shall be completed in writing using the applicable Employee Evaluation Form provided in Attachment B. The employee shall complete and submit the employee's portion of the Employee Evaluation Form to his/her supervisor not less than thirty (30) days prior to July 1 of each fiscal year. The immediate supervisor shall meet with the employee as soon as practicable after receipt of the self-evaluation for the sole purpose of reviewing the Employee Evaluation form and determining the amount of the merit increase. The focus of the annual self-evaluation shall be the employee's effective discharge of his/her duties.
- 2.1.b Interim evaluations may be conducted at any time during the evaluation year as necessary due to the employee's supervisor deeming the employee's performance unsatisfactory. All such cases must be documented, including identification of the performance deficiency, a specific plan and timetable for achievement of a satisfactory evaluation.
- 2.1.c Employees are encouraged to maintain records of performance incidents throughout the evaluation year for use in supporting the yearly evaluation and all discussions up to and including appeals.
- 2.1.d Evaluations are to be as objective in nature as possible and may be appealed but are not subject to the grievance procedure.
- 2.1.e Overall responsibility for administration of the program shall be vested with the Town Manager.

2.2 Evaluation Classification Levels:

Employees hired by the Town before July 1, 2013 and who are Association members as of June 30, 2020 shall be eligible for an annual merit increase of up to 5% (4.5% if the merit raise would put the employee's current salary above the maximum salary for his/her range, and the amount of the merit increase in excess of said maximum shall be paid as a lump sum ("max over merit")).

Employees hired by the Town on or after July 1, 2013, but prior to July 1, 2020, and who are current Association members as of June 30, 2020, shall be eligible for an annual merit increase of up to 3%.

Employees hired or promoted into the Association on or after July 1, 2020, shall be eligible for an annual merit increase of up to 3%.

ARTICLE 14: HOLIDAYS

The following twelve (12) paid holidays shall be granted to Association members:

New Year's Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	December 24 th (1/2 Day)
Labor Day	Christmas Day
Columbus Day	December 31 st (1/2 Day)
Martin Luther King Day or Floating Holiday*	

Regular Part-Time employees receive holiday pay on a pro-rata basis for any holidays that fall on one of their regularly scheduled workdays. For example, assume a Regular Part-Time employee works 6 hours/day on Mon/Wed/Friday, and a holiday falls on a Monday. Said employee would be paid 6 hours holiday pay for that Monday. If the holiday falls on a Tuesday or Thursday, said employee would not be paid holiday pay for that holiday."

If an employee in the Association is required to work on a holiday, the employee shall be allowed to take a mutually agreed upon discretionary day off within three months of the holiday missed. The Town shall not deny mutual agreement with an individual's request to take discretionary time off, except for good cause.

*The floating holiday is "use it or lose it" during each fiscal year. Any unused floating holiday will not be paid out upon separation, regardless whether the separation is voluntary or involuntary.

An employee on unpaid personal leave of absence, long-term disability leave, unpaid FMLA leave and/or unpaid disciplinary leave will not receive holiday pay while on leave.

ARTICLE 15: VACATIONS

Vacation accruals (for the previous month) are granted after the conclusion of each calendar month. Employees shall accrue vacation time on the following schedule:

LENGTH OF CONTINUOUS SERVICE	VACATION ACCRUAL RATE (HOURS PER MONTH)
DOH (date of hire) through end of employee's first calendar month	6.66*
Completion of 2nd calendar month through the end of the 24th calendar month	6.66
Completion of 25th calendar month through completion of 36th calendar month	7.33
Completion of 37 th calendar month through completion of 48th calendar month	8.00
Completion of 49 th calendar month through completion of 60 th calendar month	8.66
Completion of 61 st calendar month through completion of 72 nd calendar month	10.66
Completion of 73 rd calendar month through completion of 84 th calendar month	11.33
Completion of 85 th calendar month through completion of 96 th month	12.00
Completion of 97 th calendar month through completion of 108 th month	12.66
Completion of 109 th calendar month through completion of 120 th calendar month	13.33
Completion of 121 st calendar month through separation	14.66

*Newly hired employees will be granted a pro-rated vacation accrual based upon the number of days worked in their first month.

Starting vacation time may vary based on years of service credit given by the Town for relevant training, education and experience in excess of the minimum normally required for employment.

A newly hired employee will not be permitted to schedule vacation during his/her six (6) month Probationary Period unless approved by the Town Manager and will not be eligible to any payout of vacation accrual if his/her employment is terminated during the Probationary Period unless approved by the Town Manager prior to separation.

With Department Head approval, an employee may take vacation accrued in advance of the schedule provided above.

Employees may carry over accrued vacation as long as the total carry over and current year's eligibility does not exceed two times (2) the yearly total to which the employee is entitled.

When an employee terminates his/her employment with the Town for any reason other than cause, he/she shall be compensated for 100% of all accrued vacation, provided that the employee has given at least two (2) week's advance notice of his/her intent to terminate employment with the Town. The Town Manager is authorized to waive or otherwise reduce the minimum advance notice requirement.

If an employee covered by this contract is eligible for fifteen (15) or more days of vacation during the current service year, such employee shall have the option of being paid for vacation time up to five (5) days as follows: during the month of December, an employee may elect to receive a cash payment of up to five (5) vacation days ("Vacation Cash Out"), with said vacation days to be earned during the following calendar year (the "Accrual Year"). Said Vacation Cash Out election shall be irrevocable and will be paid in the pay period which contains December 1 of the Accrual Year, assuming said employee was still employed by the Town as of December 1 of the Accrual Year and assuming said employee has the requisite number of days he/she elected for Cash Out on the books as of December 1 of the Accrual Year.

The provisions of this Article shall apply to Regular Part-Time employees on a pro-rata basis.

ARTICLE 16: SICK LEAVE

Sick Leave shall accrue at the rate of one (1) day (8 hours for Full-Time employees, and pro-rated for Regular Part-Time employees) per month. Sick Leave may accumulate to a maximum of one hundred and twenty-five (125) days for all members of the Association if hired by the Town after June 30, 2003 and before July 1, 2013. Sick leave may accumulate to a maximum of thirty (30) days for all members of the Association hired on or after July 1, 2013. All members hired by the Town before June 30, 2003 shall be "Grandfathered" with unlimited accumulation of sick leave.

The Town shall have the right at all times to investigate any sickness claimed by an employee. At the discretion of the Department Head or Town Manager, a doctor's certificate may be required for absence due to illness. When such certificate is required for three or more days of absence, it shall be at the expense of the employee. When a doctor's certificate is required for less than three days, it shall be at the expense of the Town. If the absence is for a qualifying reason under the Family Medical Leave Act (FMLA), the provisions of the Town's FMLA policy shall control.

Sick leave may be used for actual non-work-related sickness or injury of the employee. Sick leave may be used for an instance of illness of a member of the employee's immediate family. For purposes of the Section, immediate family shall be: husband, wife, child or parent of either the employee or employee's spouse. If the absence is for a qualifying reason under the Family Medical Leave Act (FMLA), the provisions of the Town's FMLA policy shall control.

Employees that leave the employment of the Town for any reason, other than cause, shall be eligible for a maximum payment of their accumulated sick leave up to the following schedule:

All employees hired into or promoted into the Association before July 1, 2013:

1-5 years of service to the Town	10 days
6-10 years of service to the Town	27 days
11-15 years of service to the Town	45 days
16-20 years of service to the Town	60 days
Over 20 years of service to the Town	90 days

All employees hired into or promoted into the Association on or after July 1, 2013:

1-5 years of service to the Town	5 days (40 hours)
6-10 years of service to the Town	10 days (80 hours)
11-15 years of service to the Town	12.5 days (100 hours)
16-20 years of service to the Town	30 days (240 hours)
Over 20 years of service to the Town	45 days (360 hours)

An employee may not receive payment for more sick leave than she or he has accumulated at the time of termination.

In the event termination of employment shall be the result of an employee's death, his/her beneficiaries shall be entitled to receive compensation for the above stated accrued sick leave.

Notification of absence shall be given as early as possible on the first day of absence.

Any non-work-related accident or illness in excess of fourteen (14) consecutive calendar days shall be treated in accordance with ARTICLE 23 - INSURANCE, Section 5 - Short Term Disability; however, an employee may elect to use accrued sick time to offset the Town's insurance to maintain his/her full wages during the term of disability until all such accrued sick leave has been exhausted. If the absence is for a qualifying reason under the Family Medical Leave Act (FMLA), the provisions of the Town's FMLA policy shall control.

ARTICLE 17: PERSONAL LEAVE

Employees who have completed their probation may apply for and be granted unpaid leave of absence for personal reasons. Such leave shall be requested in writing through the appropriate channels to the Town Manager who shall make a final determination as to whether or not the leave will be granted. The decision of the Town Manager shall not be grievable.

Employees shall be granted two (2) paid personal days per fiscal year at their standard daily rate. Scheduling shall be with the approval of the Town Manager and may be taken in one-half ($\frac{1}{2}$) day increments. There shall be no carry-over of personal days from one fiscal year to the next, and any unused personal day(s) shall not be paid upon separation, regardless whether the separation is voluntary or involuntary.

ARTICLE 18: BEREAVEMENT LEAVE

Bereavement leave of three (3) working days with pay between the date of death and the date of the funeral inclusive shall be granted an employee in the event of the death of his/her:

PARENT:	SIBLINGS:	GRANDPARENT:
Father	Brother/Stepbrother	Grandmother
Mother	Sister/Stepsister	Grandfather
Father-In-Law	Brother-In-Law	
Mother-In-Law	Sister-In-Law	AUNT/UNCLE:
		Aunt
SPOUSE:	CHILD:	Uncle
Spouse/Partner	Child/Stepchild	
	Son-In-Law	GRANDCHILD:
NIECE/NEPHEW:	Daughter-In-Law	Grandchild
Niece		Great Grandchild
Nephew		

Under extenuating circumstances, two (2) additional days may be granted under Paragraph 1 of this ARTICLE with written approval of the Town Manager.

Employees may be granted three (3) days paid leave in the event of a serious life-threatening illness of a member of that employee's immediate family; granting of any such leave shall be at the sole discretion of the Town Manager.

The provisions of this Article shall apply to Regular Part-Time employees on a pro-rata basis.

ARTICLE 19: MILITARY LEAVE

In situations where it is required that an employee fulfill a two-week annual military obligation, the Town agrees to pay the difference between the employee's regular salary and the base pay received from the military, based on satisfactory evidence of such service and pay provided to the employee's immediate supervisor.

ARTICLE 20: JURY DUTY

An employee who is called as a juror shall assign payment received by the employee ("sign over" the checks) for such service to the Town and will receive their regular rate of pay (budget wage less normal deductions, not including overtime) except that in no event shall an employee be expected to assign an amount in excess of his/her regular rate of pay.

Employees who are called to jury duty and are excused from jury duty for a day or any portion thereof during their normal work schedule shall be required to report to their regular work assignment as soon as is reasonably possible after being excused.

Satisfactory evidence of such service must be submitted to the employee's immediate supervisor.

ARTICLE 21: INSURANCE

Health Insurance:

- 1a. Effective July 1, 2025, and in years one and two of the agreement, the Town shall contribute towards the cost of health insurance selected by an eligible Regular Full-Time employee as follows. The Town shall pay 100% of the premium for Lumenos - High-Deductible Health Plan for single, two-person or family coverage.

Effective July 1, 2027, in year three of the agreement, the Town shall contribute towards the cost of health insurance selected by eligible regular full-time employee as follows: 95% of the premium for Lumenos High Deductible Health Plan for single, two-person or family coverage, with the regular full-time employee contributing the remaining 5% of the applicable premium.

In the event an eligible employee opts for the Access Blue (HMO) Plan, the Town will contribute 80% of the Access Blue premium for single, two-person or family coverage; the employee will pay the remaining 20% of said premium.

- 1.B. For eligible Full-Time employees who opt to participate in the Lumenos plan and who are eligible to contribute to an HSA, the Town will contribute, during the first full pay period of July of each fiscal year, the following amounts to the employee's Health Savings Account:

\$1,000 single coverage / \$2,000 two-person or family coverage

At the expiration of this agreement, and until a subsequent agreement is reached, the Town's HSA contributions will continue at \$1,000 for single coverage and \$2,000 for two person or family coverage."

2. If an employee of the Association elects to opt out of the Town-sponsored health insurance, the Town shall pay (a) \$5,000 for a regular full-time employee opting out of single coverage; (b) \$10,000 for a regular full-time employee opting out of two-person coverage; and (c) \$12,000 for a regular full-time employee opting out of family coverage. In the event that the Town's avoided cost for insurance is less than the above amounts, these amounts will be reduced to the avoided cost to the Town. In no event shall the payment in lieu of receiving health insurance coverage exceed the amounts shown above. Opt-out payments shall be divided into equal installments and paid in such installments during each regular pay period. In order to opt out of Town-sponsored health insurance, an employee must attest, during open enrollment, to having other insurance coverage for themselves and their covered tax dependents which meets the minimum essential coverage requirements under the Affordable Care Act.
3. If a Full-Time employee in this Association is married to another Full-Time employee of the Town on or after June 30, 2020, the employee with the lower applicable opt-out payment shall receive the opt-out payment.

4. For employee spouses hired on or after July 1, 2020, there shall be no opt-out payment provided to the spouse who is not the primary insurance holder of Town-sponsored health insurance.

Dental Insurance: The Town agrees to provide, at no cost to employees, dental insurance through Northeast Delta Dental, Option III, Coverage A - 100%, Coverage B - 80%, Coverage C - 50%, with \$25/\$75 deductible and \$1,000 maximum per year or equal coverage offered shall be single, two-person, or family membership.

Short Term Disability: The Town shall provide, at no expense to employees, short-term disability insurance covering non-work-related accidents and illness to commence on the fifteenth (15) day of such illness or accident with a maximum benefit period of twenty-six (26) weeks at 66 2/3% of the employee's basic weekly earnings with a maximum weekly benefit of \$1,250.00.

Long Term Disability: The Town shall provide, at no expense to employees, long-term disability insurance covering non-work-related accidents and illness to commence after the twenty sixth (26) week of such illness or accident at 66 2/3% of the employee's basic weekly earnings up to a monthly maximum benefit of \$5,500.00.

Liability Insurance: The Town shall indemnify and save harmless any employee covered by this Agreement and acting within the scope of his/her employment and authority from personal financial loss and expense including reasonable legal fees and costs, if any, arising out of any claim, demand, suit or judgment by reasons of: (a) Negligence or other act resulting in accidental injury to a person or accidental damage to or destruction of property, and (b) Any act or omission constituting a violation of civil rights of any person under Federal Law if such act or omission was not committed with malice. The Town shall supply the employee with counsel or, if there is a legal conflict of interest, pay his or her reasonable attorney's fees. The operation of this paragraph is contingent upon the employee's cooperation with the Town in the defense of any action brought against the employee and/or the Town.

Life Insurance: The Town shall provide, at no expense to employees, life insurance equal to one (1) year's salary up to a maximum of \$100,000, with benefits for dismemberment.

Retiree Medical Insurance: New Hampshire RSA 100-A:50 requires every political subdivision of the State to permit its employees upon retirement to continue to participate in the same group health plan coverage as is provided to active employees. The Town complies with this RSA.

Medicare eligible Retirees and Medicare eligible spouses and dependents of Retirees may enroll in the Medcomp III Plan Without Prescription Coverage (MCNRX) or the Medicare Advantage Prescription Drug Plan (MAPD).

Each political subdivision, as employer, may require a Retiree to pay any part or all of the cost of the Retiree's participation in the Retiree health plan including the Medicare supplemental plans. The Town of Londonderry requires that Retirees pay 100% of the premium for all health plans offered.

Regular Part-Time Employees do not participate in the Town's health, dental, or other insurance benefits outlined in this Article.

The Town reserves the right to make changes in the insurance carriers, claims administrator organization, or method of providing Insurance-Supplementary Compensation at any time that financial or service considerations make such a change, in the Town's opinion, advisable, providing such change shall not increase cost to the employee by means of deductibles, co-payments and that the overall benefits structure shall be comparable to the plan replaced, except as otherwise provided for in this Article.

ARTICLE 22: WORKERS' COMPENSATION

All employees of the Town who are injured or incur a job-related illness while in the performance of their duties shall receive any difference between their Workers' Compensation award and their base pay while on injury/illness for a period of twelve (12) months from date of such injury or illness. Following the period of twelve (12) months, employees may utilize any accrued vacation, sick leave, or personal days to cover any differential between their workers' compensation benefits and their regular base pay subject to all applicable deductions. The employee shall be responsible for payment of any contractual deduction (e.g., health insurance); failure to meet such payment for such obligations shall result in cancellation of the applicable benefit.

ARTICLE 23: CLOTHING/TRAVEL ALLOWANCE

Employees required to wear a uniform, including work boots, shall receive an annual uniform allowance of five hundred dollars (\$500) per fiscal year for the purpose of purchasing and maintaining required uniforms. Such uniform allowance shall be paid in the second pay period of July as a lump sum through payroll and is subject to applicable taxes and withholding. Employees with less than one year of service shall receive the aforementioned uniform allowance on a pro-rata basis.

The Town will reimburse employees at the federal government rate for vehicle usage when personal vehicles are utilized for Town business other than transportation to and from work.

ARTICLE 24: EDUCATIONAL INCENTIVE AND TUITION

Any employee who has a Master's or Doctorate degree shall receive an annual educational incentive of \$500 for a master's degree or \$1,000 for a Doctorate degree provided such degrees are deemed to be directly function-related by the employee's Department Head. Such incentives are not cumulative and shall be payable in weekly installments throughout the year.

Employees shall receive tuition reimbursement for courses passed in a job-related degree program, certificate program or any other program pre-approved by the Town Manager and according to the terms of this paragraph. In order for a course to qualify for reimbursement, an employee must earn a passing grade which shall be evidenced by a report from the school. If tuition reimbursement exceeds the IRS calendar year limit for an individual (currently,

\$5,250/year), such tuition reimbursement may be taxable to the employee; such determination will be made on a case-by-case basis in accordance with IRS regulations.

ARTICLE 25: PROFESSIONAL CERTIFICATIONS

The Town will cover the costs of obtaining or maintaining certifications, licensing and professional association membership(s) which are currently paid for as well as the costs of other certification, licensing and professional association membership(s) as may become applicable in the future, so long as such certifications/licensing/memberships remain applicable, are required for their position, and/or are authorized by the Town Manager.

ARTICLE 26: OUTSIDE WORK DETAILS

Compensation and scheduling for Outside Work Details shall be on the same terms, conditions and rate as provided by the Police Department for all other sworn personnel.

ARTICLE 27: DISCIPLINE AND TERMINATION FOR CAUSE

An employee may be disciplined or terminated/dismissed if there is found to be just cause for such action. Just cause shall include, but not be limited to, the following:

- 1.1 Incompetence
- 1.2 Improper behavior in the line of duty
- 1.3 Behavior detrimental to the Town
- 1.4 Failure to carry out assigned duties.

All of the above shall be subject to the grievance procedure.

ARTICLE 28: GRIEVANCE PROCEDURE

1. Definition

- 1.1 A grievance under this article is defined as an alleged violation of any of the provisions of this Agreement, except as provided for in ARTICLE 6 - Management Rights.
- 1.2 An employee who has a “complaint” may discuss the complaint with the Town Manager within five (5) working days of the incident or the date the employee could reasonably have first been made aware of the incident, before processing the complaint as a formal grievance. The Town Manager shall give his/her answer within five (5) working days. It is anticipated that nearly all complaints can be resolved informally without a written grievance.

2. Each grievance submitted by the Association must be in writing and must contain a statement of facts surrounding the grievance, and the provision(s) of this Agreement

allegedly violated; the relief requested, and the extent to which the grievant has sought an informal adjustment of the grievance.

- 2.1 Written grievances must be submitted to the Town Manager within ten (10) working days of the incident or the date the employee could reasonably first been made aware of the incident. Within five (5) working days of receipt of the grievance, the Town Manager must set a calendar date for an informal hearing. Said hearing shall be calendared for a date/time no more than thirty (30) calendar days from the date of receipt of the grievance.
3. If the employee is not satisfied with the decision of the Town Manager, the Association may file, within twenty (20) calendar days, following the receipt of the decision of the Town Manager a request for arbitration to the New Hampshire Public Employee Labor Relations Board, (PELRB), under its rules and regulations. The decision of the arbitrator shall be final and binding on the parties.
 - 3.1 The cost of the arbitrator shall be borne equally by the Town and the Association with each party responsible for its own costs.
 - 3.2 The foregoing time limitations may be extended by mutual agreement of the parties.
 - 3.3 Failure of the grievant to abide by the time limits set out in this article shall result in the grievance being deemed abandoned.
 - 3.4 Failure of the Town to abide by the time limits set out in this article shall result in the grievance being deemed granted.

ARTICLE 29: ACCRUAL OF SICK AND VACATION TIME WHILE ON LEAVE

1. An employee who is receiving wage replacement benefits through short-term disability, workers' compensation or New Hampshire Paid Family Medical Leave will continue to accrue vacation time and sick time.
2. An employee on unpaid leave (including unpaid FMLA leave and unpaid disciplinary leave) will NOT accrue vacation time and sick time during such unpaid leave.
3. Employees who are receiving long-term disability payments from the Town's carrier will not accrue vacation time and sick time while on long-term disability leave.

ARTICLE 30: DURATION OF AGREEMENT

This agreement shall commence on July 1, 2025 and shall expire on midnight, June 30, 2028.

ARTICLE 31: MUTUAL AGREEMENT

Any article in this agreement may be opened to negotiations upon mutual agreement between the elected representative of the Association and the Town.

ARTICLE 32: SEVERABILITY

In the event that any article or section of an article of this Agreement is declared to be illegal, void, or invalid in whole or in part by a Court of competent jurisdiction after all appeals, if any, have been exhausted, all other articles and sections of articles shall remain in full force and effect to the same extent that the article or section of an article declared to be illegal, void, or invalid had never been incorporated into this agreement.

ASSOCIATION

TOWN

President

Date

Town Manager

Date

Vice President

Date

Secretary/Treasurer

Date

LEEA Salary Ranges - 7/1/25 - 6/30/28		
EFFECTIVE 7/1/25 – 6/30/26	MINIMUM	MAXIMUM
Administrative Services Director	\$86,632.00	\$114,878.40
Assessor	\$82,950.40	\$111,155.20
Chief Building Inspector	\$83,739.06	\$109,964.99
Director Engineering & Environmental Services	\$105,000.00	\$148,625.00
Director of Cable & Technical Operations	\$62,158.24	\$95,557.06
Director of Community Development	\$88,753.60	\$122,907.20
Director of Planning & Economic Development	\$82,950.40	\$114,878.40
Director of Recreation	\$25,546.26	\$33,153.37
Director of Senior Affairs	\$50,247.61	\$59,903.91
Director Public Works & Municipal Facilities	\$105,000.00	\$148,625.00
Family Mediation Director	\$25,299.44	\$28,589.64
Fire Chief	\$110,000.00	\$150,217.62
Police Chief	\$110,000.00	\$165,242.17
EFFECTIVE 7/1/26 – 6/30/27	MINIMUM	MAXIMUM
Administrative Services Director	\$88,816.00	\$117,769.60
Assessor	\$85,030.40	\$113,942.40
Chief Building Inspector	\$85,832.53	\$112,714.12
Director Engineering & Environmental Services	\$107,625.00	\$152,340.63
Director of Cable & Technical Operations	\$63,712.20	\$97,945.99
Director of Community Development	\$90,979.20	\$125,985.60
Director of Planning & Economic Development	\$85,030.40	\$117,769.60
Director of Recreation	\$26,184.92	\$33,982.20
Director of Senior Affairs	\$51,503.81	\$61,401.51
Director Public Works & Municipal Facilities	\$107,625.00	\$152,340.63
Family Mediation Director	\$25,931.93	\$29,304.38
Fire Chief	\$112,750.00	\$153,973.06
Police Chief	\$112,750.00	\$169,373.22
EFFECTIVE 7/1/27 – 6/30/28	MINIMUM	MAXIMUM
Administrative Services Director	\$91,041.60	\$120,723.20
Assessor	\$87,172.80	\$116,792.00
Chief Building Inspector	\$87,978.35	\$115,531.97
Director Engineering & Environmental Services	\$110,315.63	\$156,149.14
Director of Cable & Technical Operations	\$65,305.00	\$100,394.64
Director of Community Development	\$93,267.20	\$129,147.20
Director of Planning & Economic Development	\$87,172.80	\$120,723.20
Director of Recreation	\$26,839.54	\$34,831.76
Director of Senior Affairs	\$52,791.40	\$62,936.55
Director Public Works & Municipal Facilities	\$110,315.63	\$156,149.14
Family Mediation Director	\$26,580.22	\$30,036.99
Fire Chief	\$115,568.75	\$157,822.39
Police Chief	\$115,568.75	\$173,607.55



Town of Londonderry Employee Evaluation Form

Employee Name: _____

Directions:

1. The employee should fill out Sections I and II and sign/date under Section II, below. (Use additional pages as necessary). Thereafter, the employee should provide this form to his/her supervisor for his/her review and comment.
2. The supervisor should fill out Sections III and IV, and if applicable/necessary, comment upon and/or revise the goals in Section II. (Use additional pages as necessary). The supervisor should then sign/date on the lines provided directly following Section IV.
3. The supervisor should meet with the employee to discuss the evaluation as a whole, including a discussion about Section II (Goals).
4. Should the employee desire to make any final comments on the evaluation after meeting with the supervisor, he/she may do so in Section V.
5. Regardless whether the employee makes additional comments in Section V, the employee should sign and date on the lines provided directly following Section VI, and a copy of the evaluation as a whole should be provided to the employee as well as the Human Resources Department for storage in the employee's personnel file as well as the processing of any salary increase.

Section I: SELF-EVALUATION. Employees should use the space below to reflect on their own performance over the past year. This is your opportunity to evaluate your own performance based upon the general aspects of your job, performance expectations previously and mutually set by you and your supervisor, the talents and abilities you bring to your position, and your assessment of any areas of improvement. Use the space below to provide whatever form of narrative you choose: a bulleted list of accomplishments, paragraph(s) outlining your performance during the last year, graphs/data, etc.

Section II: GOALS. The employee should list his/her goals for the next year, with such list to be subsequently commented upon/revised by the employee's supervisor in consultation with the employee. When setting your goals, take into consideration your strengths; projects that interest you; what you would like to learn or areas for further skill/knowledge growth; and your department's strategic plan and goals.

1.

2.

3.

4.

5.

Etc.

Employee Signature: _____ Date: _____

Section III: SUPERVISOR COMMENTS. After reviewing Sections I and II, the supervisor should comment on the employee's performance, including such things as outstanding achievements, strengths, weaknesses, unique capabilities, developmental needs and overall work product. In addition, the supervisor should identify steps that will be taken to effectuate any necessary changes during this appraisal period.

Section IV: SUPERVISOR RECOMMENDATION FOR MERIT INCREASE, IF ANY. Based upon the employee's performance as a whole during the applicable evaluation period, the supervisor recommends a merit increase (if any) as follows:

Supervisor Signature: _____ Date: _____

Section V: **EMPLOYEE'S COMMENTS (OPTIONAL).** If the employee desires to provide any further comment after meeting with his/her supervisor to discuss this evaluation, the employee should do so below.

Section VI: **FINAL ACKNOWLEDGEMENT.** I, the employee and subject of this performance evaluation, have met with my supervisor to discuss this evaluation. I have had an opportunity to comment on this evaluation in Section V, above, and understand that I will be provided a copy of the completed document upon my signature or upon request to the Human Resources Department.

Employee Signature: _____ Date: _____

AGREEMENT BETWEEN

THE TOWN OF LONDONDERRY

AND

THE LONDONDERRY ASSOCIATION OF
POLICE SUPERVISORS

JULY 1, 2025 THROUGH JUNE 30, 2028

Table of Contents

	<u>Page</u>
ARTICLE 1: PARTIES TO THE AGREEMENT	3
ARTICLE 2: PURPOSE	3
ARTICLE 3: RECOGNITION.....	3
ARTICLE 4: DEFINITIONS.....	3
ARTICLE 5: NON-DISCRIMINATION.....	4
ARTICLE 6: MANAGEMENT RIGHTS	4
ARTICLE 7: ASSOCIATION OFFICERS	4
ARTICLE 8: MEMBERSHIP	4
ARTICLE 9: NO STRIKE.....	5
ARTICLE 10: PROMOTIONAL PROBATIONARY PERIOD	5
ARTICLE 11: LAYOFF/RECALL	5
ARTICLE 12: SCHEDULED WORK WEEK AND HOURS.....	6
ARTICLE 13: RECRUITMENT/PROMOTIONS	7
ARTICLE 14: COMPENSATION AND PERFORMANCE BASED PAY PLAN.....	7
ARTICLE 15: HOLIDAYS	10
ARTICLE 16: VACATIONS.....	10
ARTICLE 17: SICK LEAVE.....	12
ARTICLE 18: PERSONAL LEAVE	13
ARTICLE 19: BEREAVEMENT LEAVE	14
ARTICLE 20: MILITARY LEAVE	14
ARTICLE 21: JURY DUTY	14
ARTICLE 22: INSURANCE.....	15
ARTICLE 23: WORKERS' COMPENSATION	17
ARTICLE 24: CLOTHING.....	17
ARTICLE 25: EDUCATIONAL INCENTIVE.....	17
ARTICLE 26: OUTSIDE WORK DETAILS.....	18
ARTICLE 27: DISCIPLINE AND TERMINATION FOR CAUSE	18
ARTICLE 28: GRIEVANCE PROCEDURE.....	18
ARTICLE 29: FAMILY AND MEDICAL LEAVE	19
ARTICLE 30: ACCRUAL OF SICK AND VACATION TIME WHILE ON LEAVE.....	19
ARTICLE 31: DURATION OF AGREEMENT	20
ARTICLE 32: MUTUAL AGREEMENT.....	20
ARTICLE 33: SEVERABILITY	20
APPENDIX A: SALARY AND WAGE SCHEDULE	
APPENDIX B: PERFORMANCE EVALUATION FORM	

ARTICLE 1: PARTIES TO THE AGREEMENT

This agreement between the Town of Londonderry, New Hampshire (hereinafter “The Town”), and the Londonderry Association of Police Supervisors (hereinafter “The Association”) is made and entered into on the ____ day of _____.

ARTICLE 2: PURPOSE

The purpose of this agreement is to set forth agreements between the Town and the Association, with respect to wages, hours, and other terms and conditions of employment for employees described in Article 3: Recognition.

ARTICLE 3: RECOGNITION

The Town recognizes the Association as the exclusive bargaining agent for the following Town of Londonderry regular and full-time administrative employees, excluding new hires during their probationary period:

Deputy Police Chief	Police Executive Assistant
Paralegals	Police Lieutenants
Police Administrative Secretary	Public Safety IT Coordinator
Police Captains	

ARTICLE 4: DEFINITIONS

1. AGREEMENT: Herein refers to this agreement between the Town of Londonderry, New Hampshire, and Londonderry Association of Police Supervisors.
2. ANNIVERSARY DATE: An employee’s anniversary date is defined as the date when the employee entered the full-time service of the Town as provided on the Town’s personnel record.
3. ASSOCIATION: Hereinafter refers to the Londonderry Association of Police Supervisors.
4. DEPARTMENT: A functional division of the Town.
5. EMPLOYEE: Hereinafter used, refers to members of the Association.
6. PROBATIONARY EMPLOYEE: A newly hired employee working during an identified period whose ability to perform the responsibilities of his/her newly appointed position employees.
7. PROBATIONARY PERIOD: A probation period shall be six (6) months and may be extended for an additional six (6) months by the employee’s department head from the date of appointment to a position.
8. FULL TIME: Employees who have successfully completed a probationary period and are assigned to a weekly work schedule of forty (40) or more hours.
9. REGULAR PART-TIME: Employees who have successfully completed a probationary period and are assigned to a regular workweek less than forty (40) hours herein.

10. SENIORITY: The length of full-time service with the Town, beginning with the employee's anniversary date.
11. SENIORITY BY RANK/POSITION: Shall be determined by the employee's date of promotion and/or assignment to his/her current duties for the purposes of determining seniority and/or assignment to his/her current rank for the purposes of determining the senior ranking employee.

ARTICLE 5: NON-DISCRIMINATION

The Town and the Association agree not to discriminate against a member of the unit because of race, creed, color, sex, age, national origin, religion, marital status, sexual orientation, gender identity, disability or membership in the Association and further agree not to infringe upon any member's freedom of religion pursuant to Article 5 of the New Hampshire State Constitution

ARTICLE 6: MANAGEMENT RIGHTS

The Town shall retain the sole right and authority to operate and direct the affairs of the Town and the Departments whose members are in the Association, including, but not limited to, all rights and authority exercised by the Town prior to the execution of this Agreement and in accordance with RSA 273-A:1.

ARTICLE 7: ASSOCIATION OFFICERS

1. The Association Officer and Representatives shall be: The President, Vice-President, Secretary, and Treasurer.
2. The Association shall advise the Town of the names of the employees holding any office in the Association, as noted above.
3. Association Officers shall be permitted to process grievances during their scheduled tours of duty, provided that such grievance can be processed so as not to interfere with the normal operations of the Town and/or department, and further, the amount of time in which the officers are engaged in such activity is reasonable.

ARTICLE 8: MEMBERSHIP

This Article 8 involves only the relationship between the Association and its members. The Town takes no position on any statement in this Article 8. The Town requires only that all newly hired employees are provided a copy of this Article 8 when asked to join the Association.

The Association requires that an employee who joins the Association after the signing of this Agreement shall remain a member of the Association during the terms of this Agreement period. An employee may withdraw from the Association within 30 days of the end of each contract year in writing to the Town and Association.

It is the Association's position that the negotiation for and administration of the Agreement entail expenses which appropriately should be shared by all Employees who are beneficiaries of the Agreement. To this end, if an Employee in the bargaining unit does not want to be a member of the Union, he/she must sign a statement to that effect. The Association requires that the Employee shall also acknowledge and agree that if

representation by the Union is requested by the Employee, the Employee will be required to pay the union all expenses to the extent permissible by applicable law, prior to any representational duties taking place.

This Article 8 is for informational purposes and the Town will not be held liable for any disputes arising from said paragraphs.

ARTICLE 9: NO STRIKE

During the term of this Agreement, under no circumstances will the Association cause, encourage, sponsor, or participate in any strike, sit-down, stay-in, stay-out, sick-in, sick-out, work slow-down, withholding of services, or any curtailment of work, or restrict or interfere with the operation of the Town of Londonderry, and the Town agrees not to engage in any lock-out.

ARTICLE 10: PROMOTIONAL PROBATIONARY PERIOD

1. Employees promoted to a higher rank or position shall serve a promotional probationary period as defined in Article 4: Definitions. During an employee's promotional probationary period, the employee's performance shall be critiqued at least twice, bringing to the employee's attention positive performance as well as suggestions for improvement. A written summary of the critique shall be provided to the employee.
2. Upon successful completion of the promotional probationary period, the employee shall be unconditionally appointed to the promotional position. An employee whose performance and/or conduct, during or at the conclusion of the promotional probationary period, is deemed unsatisfactory by the department head, shall return to his/her previous position at the same rank, grade and rate of compensation prior to qualification for probationary promotional appointment. Nothing in this section shall be interpreted to limit the department head from imposing other appropriate disciplinary action for unsatisfactory performance or conduct.

ARTICLE 11: LAYOFF/RECALL

1. When it is necessary to reduce the number of employees within a department, layoffs will be made within the overall affected department(s) on the basis of seniority by rank/position, i.e.: the last employee hired to their range/position within the affected department(s) shall be the first laid-off.
2. Within eighteen (18) months from the date of any lay-off, qualified and available full-time employees who were laid off shall be reinstated before new employees are hired. Such laid-off employees shall be recalled in reverse order of their layoff to positions within their range and/or classification or to positions for which they are otherwise qualified.
3. In the event a laid-off employee is recalled to full-time employment, such employee's seniority shall be reinstated to his/her seniority acquired as of the date of lay-off. Any benefits paid at the time of lay-off shall not be paid again. The reinstated employee shall be placed at the step in the appropriate salary range closest to his/her salary at the time of lay-off.

Employees shall lose seniority and shall not be eligible for reinstatement under this Article if they have left the Town's employment for any of the following reasons: disciplinary discharge, voluntary quit/resignation, or retirement.

ARTICLE 12: SCHEDULED WORK WEEK AND HOURS

1. The normal work schedule for members of the Association shall usually be as follows:

Deputy Police Chief	Police	M-F 8:00 AM - 4:00 PM	40
Paralegals*	Police	M-F 8:30 AM – 5:00 PM	40
Police Administrative Secretary*	Police	M-F 8:30 AM - 5:00 PM	40
Police Captains	Police	M-F 8:00 AM - 4:00 PM	40
Police Executive Assistant*	Police	M-F 8:30 AM - 5:00 PM	40
Police Lieutenants*	Police	S-S 12 Week Rotating Schedule	40
Public Safety IT Coordinator	Police	M-F 8:00 AM – 4:00 PM	40

*** Non-Exempt Employees**

2. The Association recognizes that the workweek and hours of the employees of the Police Department must be flexible in order to meet the operational requirements of their department. Accordingly, the Department Head and any member who works a weekday schedule may mutually agree to a schedule which differs from the normal work schedule set forth in paragraph 1. of this Article.
3. Non-exempt employees shall be granted a one-half hour lunch break each workday and two fifteen-minute rest breaks each working day.
4. Employees shall have a normal workweek of five (5) eight-hour days, followed by two (2) days of rest which might not be consecutive, depending on the emergency needs of the Department.
5. Non-exempt employees required to attend meetings, hearings, or another Town activity or who are otherwise required to work in excess of the normal work schedule due to operational requirements of their Department, shall be compensated in wages at a rate of one and one-half times for such extra hours worked, or subject to the mutual agreement of the Department Head and the employee, be granted compensatory time ("Comp Time") at the rate of time and one-half (1.5) hours. With regard to Comp Time, the following rules shall apply:
- a. Comp Time may be accrued to a maximum balance of 42 hours. When an employee uses a certain number of hours of Comp Time as time off, said number of hours shall be deducted from his/her Comp Time balance, and he/she may then subsequently re-earn, over time, the same amount of Comp Time up to 42 hours. Any hours worked in excess of the employee's maximum Comp Time balance must be compensated as overtime.
- b. All Comp Time hours earned must be approved by the employee's supervisor and recorded on a weekly basis. If the employee and supervisor do not mutually agree that the time shall be credited as Comp Time, it will be paid as overtime for that pay period. The Town and/or applicable Department will provide a mechanism through which Comp Time shall be recorded and approved.

- c. Use of Comp Time shall be by mutual agreement of the employee and the Department Head.
 - d. Any unused Comp Time balance shall be paid at termination of employment, whether such termination is voluntary or involuntary.
- 6. Exempt employees required to attend committee or Council meetings, hearings or another Town activity in excess of their normal work schedule shall be permitted to accrue administrative time off ("Admin Time") in an amount equivalent to the time spent in such meetings, hearings or other Town activities, up to a maximum of eighty (80) hours of Admin Time per fiscal year. Except for emergency situations, Admin Time shall be scheduled subject to the needs of the Department with forty-eight (48) hours advance notice. Employees may exercise the option to cash out a maximum of sixty (60) hours of Admin Time per fiscal year during the last pay period in June. Admin Time may not be carried over from one fiscal year to another, and any Admin Time balance remaining at the end of a fiscal year will re-set to zero (0) as of July 1.
 - 7. Non-exempt employees who return to work prior to the next normal shift for attendance at Board or Commission meetings, for which the employee's job description requires their attendance, shall be compensated for the actual hours worked, or, if the meeting's duration is less than three (3) hours, the employee may perform meeting-related duties after the meeting. The amount of time worked under these circumstances, including the meeting, shall not exceed a total of three (3) hours. Employees shall be compensated at the rate of time and one-half for all time actually worked.
 - 8. Non-exempt employees required to attend court during their off-duty hours shall be paid a minimum of three (3) hours at time and one-half at that employee's regular hourly rate, less the witness fee received by such employees, or compensatory time at the rate of one and one-half the time spent in court inclusive of the statutory witness fee.
 - 9. Police Lieutenants, Police Captains and Deputy Chief scheduled for Shift Details shall be paid at the rate of time and one-half of the employee's regular rate of pay. Scheduled Shift Details shall be offered on a rotation list of Police Lieutenants followed by Police Captains on a seniority basis within their respective grades. The list, once started, shall continue ad infinitum, for the balance of this contract. The determination of the need for and scheduling of special Shift Details shall be at the sole discretion of the Chief of Police or his designee, as the needs of the agency require.

ARTICLE 13: RECRUITMENT/PROMOTIONS

- 1. Positions for all promotional opportunities covered by this Agreement shall be posted on departmental bulletin boards for a period of at least fourteen (14) calendar days. The posting shall include the current position description, wage salary range, shift assignment, and test procedure (including how much the test is weighted, if applicable). At the Town's discretion, the opening may be advertised simultaneously with internal postings.
- 2. When qualified, based on job descriptions, current employees shall be given first consideration for promotional opportunities.

ARTICLE 14: COMPENSATION AND PERFORMANCE BASED PAY PLAN

- 1. The Salary and Wage Schedules effective July 1, 2025, July 1, 2026 and July 1, 2027 are provided in Appendix A.

2. As to cost-of-living increases:

- 2.1 Effective July 1, 2025 there shall be no cost-of-living increase or merit increase for members of the unit for FY26.
 - 2.2 Effective July 1, 2026 (FY27) all members of the unit shall receive a cost of living adjustment based upon the Boston Regional Office Consumer Price Index referred to as CPI-U as published by the U.S. Department of Labor, for the twelve (12) month average for the period ending December 31 of the preceding year, except that in no event shall such increase be less than 1.5% nor greater than 3.0%.
 - 2.3 Effective July 1, 2027 (FY28) all members of the unit shall receive a cost of living adjustment based upon the Boston Regional Office Consumer Price Index referred to as CPI-U as published by the U.S. Department of Labor, for the twelve (12) month average for the period ending December 31 of the preceding year, except that in no event shall such increase be less than 1.5% nor greater than 2.5%.
3. Starting salaries may vary according to the credit given by the Town for relevant training, education and experience in excess of the minimum normally required for employment in each class and rank as determined by the functional Department Head and/or the employee's Department Head or immediate supervisor.

4. PERFORMANCE PAY PLAN

*For year 1 of the agreement only, employees of the association will not be eligible for a merit increase.

4.1 Plan Administration:

- 4.1.a. Each employee of the Association shall be evaluated at least once annually no later than August 31 of each fiscal year by their immediate supervisor, with any merit award effective as of September 1 of each fiscal year. This provision shall extend to performance review only and should not change a member's anniversary date for purposes of calculating leave accrual. The evaluation shall become the basis for any available merit eligibility, and a determinant of unsatisfactory or substandard job performance.

Evaluations under this paragraph shall be completed in writing using the applicable performance evaluation form provided in Appendix B, or in a narrative form that follows the instructions set forth in the coverage page of the evaluation form.

- 4.1.b. The supervisor will rate the employee's performance based on five performance dimensions that will be selected from those listed in the instructions on the evaluation form.

The supervisor will provide feedback on progress made toward the previous year's goals (if applicable), document significant achievements, list areas of improvement, and provide a list of goals for the employee to work toward in the coming performance year.

The supervisor should indicate the recommended increase as set forth in the table below:

Outstanding	3.0%
Exceeds Expectations	2.5%
Meets Expectations	1.5%
Does Not Meet Minimum Requirements	0.0%

The supervisor should review the evaluation with the employee, and the employee may add comments.

The evaluation should be signed by the employee, the supervisor, and the Town Manager prior to being submitted to the Human Resources department for processing.

- 4.1.c. Interim evaluations may be conducted at any time during the evaluation year as necessary due to unsatisfactory or substandard job performance, as evidenced by a "Does Not Meet Minimum Requirements" ranking. All such cases must be documented, including identification of the performance deficiency, a specific plan and timetable for achievement of a rating of at least "Meets Expectations" and a statement of disciplinary action imposed, if any.
- 4.1.d. Employees are encouraged to maintain records of performance incidents throughout the evaluation year for use in supporting the yearly evaluation and all discussions up to and including appeals.
- 4.1.e. Evaluations are to be as objective in nature as possible and may be appealed but are not subject to the grievance procedure.
- 4.1.f. Overall responsibility for administration of the program shall be vested with the Town Manager.
- 4.2.a. In the year that an employee achieves the maximum wage/salary rate for his/her classification, such employee shall receive any differential "between his/her evaluation results" and the maximum wage/salary for his/her classification in a lump sum award on a pro-rata basis, in accordance with the "over classification max rate." Thereafter, an employee will be eligible for a lump sum award annually, as provided in 4.1a and in 4.2 above, for his/her "evaluation results."
- 4.2.b. Appeals: In the event an employee is not in agreement with his/her immediate supervisor's evaluation, he/she may appeal the evaluation to the Town Manager. The decision of the Town Manager shall be non-grievable.

ARTICLE 15: HOLIDAYS

1. The following twelve (12) paid holidays shall be granted to Association members:

New Year's Day	Thanksgiving Day
President's Day	Day After Thanksgiving Day
Memorial Day	$\frac{1}{2}$ Day on December 24
Independence Day	Christmas Day
Labor Day	$\frac{1}{2}$ Day on December 31
Columbus Day	Floating Holiday*
Veteran's Day	

* Scheduled at employee discretion subject to prior notice and needs of the Department

2. If a non-exempt employee is required to work due to operational requirements on a holiday which is his/her scheduled day off, the employee shall be compensated with compensatory time off or pay, at the rate of one and one-half times his or her base hourly rate for all hours worked that day.
3. The floating holiday is "use it or lose it" during each fiscal year. Any unused floating holiday will not be paid out upon separation, regardless whether the separation is voluntary or involuntary.
4. Regular Part-Time employees receive holiday pay on a pro-rata basis for any holidays that fall on one of their regularly scheduled workdays. For example, assume a Regular Part-Time employee works 6 hours/day on Mon/Wed/Friday, and a holiday falls on a Monday. Said employee would be paid 6 hours holiday pay for that Monday. If the holiday falls on a Tuesday or Thursday, said employee would not be paid holiday pay for that holiday.
5. An employee on unpaid personal leave of absence, long-term disability leave, unpaid FMLA leave and/or unpaid disciplinary leave will not receive holiday pay while on leave.

ARTICLE 16: VACATIONS

1. Vacation accruals (for the previous month) are granted after the conclusion of each calendar month. Employees shall accrue vacation time on the following schedule:

LENGTH OF CONTINUOUS SERVICE	VACATION ACURAL RATE (HOURS PER MONTH)
DOH (date of hire) through end of employee's first calendar month	6.66*
Completion of 2nd calendar month through the end of the 24th calendar month	6.66
Completion of 25th calendar month through completion of 36th calendar month	7.33

Completion of 37 th calendar month through completion of 48 th calendar month	8.00
Completion of 49 th calendar month through completion of 60 th calendar month	8.66
Completion of 61 st calendar month through completion of 84 th calendar month	10.66
Completion of 85 th calendar month through completion of 120 th calendar month	11.33
Completion of 121 st calendar month through separation	14.00

*Newly hired employees will be granted a pro-rated vacation accrual based upon the number of days worked in their first month.

2. A newly hired (as opposed to newly promoted into the unit) employee will not be permitted to schedule vacation during his/her six (6) month Probationary Period and will not be eligible to any vacation accrual payout upon separation if employment is terminated during the Probationary Period. Upon the successful completion of probation, the employee may, with the Department Head's approval, use up to five (5) working days (or shifts) of the first year's vacation accrual.
3. With Department Head approval, an employee may take vacation accrued in advance of the schedule provided in Section 1.
4. Employees may carry over accrued vacation as long as the total carry over and current year's eligibility does not exceed two (2) times the yearly total to which the employee is entitled.
5. In instances of conflict in scheduling vacations, the rule of departmental seniority within the bargaining unit shall govern. The number of persons who may take a vacation at any one time shall be determined at the sole discretion of the Department Head.
6. When a non-probationary (i.e, non-newly hired) employee terminates his/her employment with the Town for any reason other than cause, he/she shall be compensated for 100% of all accrued vacation, provided that the employee has given at least two (2) weeks' advance notice of his/her intent to terminate employment with the Town.
7. The provisions of this Article shall apply to Regular Part-Time employees on a pro-rata basis
8. During the month of December, an employee may elect to receive a cash payment of up to five (5) vacation days ("Vacation Cash Out"), with said vacation days to be earned during the following calendar year (the "Accrual Year"). Said Vacation Cash Out election shall be irrevocable and will be paid in the pay period which contains December 1 of the Accrual Year, assuming said employee was still employed by the Town as of December 1 of the Accrual Year and assuming said employee has the requisite number of days he/she elected for Cash Out on the books as of December 1 of the Accrual Year

9. Any portion of accrued leave payable which would result in a supplemental assessment by the New Hampshire Retirement System to the Town shall be made 121 days following the last day of employment.

ARTICLE 17: SICK LEAVE

1. Except as provided in 1.a, 1.b & 1.c, Sick Leave shall accrue at the rate of one (1) day per month. For employees on roll effective June 30, 2010, sick leave shall become due as earned at the end of the month and will accumulate if not used during the current year to a maximum of eighty-five (85) days. Any employee who has accumulated in excess of eighty-five (85) days upon the effective date of this Agreement shall be grandfathered at that higher rate. Sick leave accrual shall be pro-rated for Regular Part-Time employees.

1.a For employees hired on or after July 1, 2010, sick leave shall become due as earned at the end of the month and will accumulate if not used during the current year to a maximum of thirty (30) days. Any employee who has accumulated in excess of thirty (30) days upon the effective date of this Agreement shall be grandfathered at that higher rate; however, said employee's grandfathered total shall be reduced by the number of sick days used. Any employee covered by this paragraph shall not accrue further sick days until such time as his/her accumulated amount falls below thirty (30) days and shall thereafter only accrue to the thirty (30) day limit.

2. The Town shall have the right at all times to investigate any sickness claimed by an employee. At the discretion of the Employee's Department Head or Immediate Supervisor, a doctor's certificate may be required for absence due to illness. When such certificate is required for three or more days of absence, it shall be at the expense of the employee. When a doctor's certificate is required for less than three days, it shall be at the expense of the Town. If the absence is for a qualifying reason under the Family Medical Leave Act (FMLA), the provisions of the Town's FMLA policy shall control.

3. Sick leave may be used for actual non-work-related sickness or injury of the employee. Sick leave, at the discretion of the Department Head, may be granted for an instance of illness of a member of the employee's immediate family, not to exceed five (5) working days per year. For purposes of the Section, immediate family shall be defined as follows: husband, wife, dependent child or parent of either the employee or employee's spouse. If the absence is for a qualifying reason under the Family Medical Leave Act (FMLA), the provisions of the Town's FMLA policy shall control.

4. At the time of voluntary termination of employment or layoff, an employee shall be entitled to receive compensation as follows (assuming he/she has the following accruals on the books at the time of separation):

<u>YEARS OF SERVICE</u>	<u>COMPENSATION</u>
1 - 5	5 DAYS (40 HOURS)
6 - 10	10 DAYS (80 HOURS)
11 - 15	12.5 DAYS (100 HOURS)
15+	30 DAYS (240 HOURS)

4.a In the event termination of employment is the result of the employee's death, his/her beneficiaries shall be entitled to receive compensation in accordance with the above-stated accrual schedule.

5. Notification of absence shall be given as early as possible on the first day of absence. If such notification is not made, such absence may, at the discretion of the Department Head, be applied to absence without pay.
6. If an employee has no sick leave credits, an absence shall be charged at the discretion of the Department Head to absence without pay or vacation leave. If vacation leave is to be used, the employee must first approve of its use.
7. Any non-work-related accident or illness in excess of fifteen (15) consecutive calendar days shall be treated in accordance with ARTICLE 22 - INSURANCE, Section 4 - Short Term Disability; however, an employee may elect to use accrued sick time to supplement any STD payments to maintain his/her full wages during the term of disability until all such accrued sick leave has been exhausted. If the absence is for a qualifying reason under the Family Medical Leave Act (FMLA), the provisions of the Town's FMLA policy shall control.
8. Employees who are re-employed following an absence of not more than one year shall be credited with their remaining unused sick leave, exclusive of payment made in accordance with Section 4 of this ARTICLE, as of their termination date provided that the absence was due to an involuntary layoff.
9. Sick leave abuse shall constitute grounds for disciplinary action.
10. Regular Part-Time employees shall be eligible for provisions of this Article on a pro-rata basis.
11. Any portion of accrued leave payable which would result in a supplemental assessment by NHRS to the Town shall be made 121 days following the last day of employment.

ARTICLE 18: PERSONAL LEAVE

1. Employees who have completed their probation may apply for and be granted an unpaid leave of absence for personal reasons. Such leave shall be requested in writing through the appropriate channels to the Department Head. The Department Head shall submit a recommendation to the Town Manager whose decision shall be final and binding.
2. When unpaid leaves of absence exceed sixty (60) days, seniority will cease to accumulate for the additional leave period beyond sixty (60) days.
3. Any employee who accepts employment or conducts a business during a leave of absence shall be immediately terminated unless such activities had been previously approved by the Department Head.
4. Employees shall be granted two (2) paid personal day(s) per fiscal year at their standard daily rate. Scheduling shall be with the approval of the Department Head and may be taken in one-half ($\frac{1}{2}$) day increments. There shall be no carry-over of personal days from one fiscal year to the next, and any unused personal day shall not be paid upon separation, regardless whether the separation is voluntary or involuntary

ARTICLE 19: BEREAVEMENT LEAVE

1. Bereavement leave of (3) shifts for 40-hour employees with pay between the date of death and the date of the funeral inclusive shall be granted to an employee in the event of the death of his/her:

Spouse/Partner	Brother/Stepbrother	Son/Stepson	Grandmother	Uncle
Father	Brother-In-Law	Son-In-Law	Grandfather	Aunt
Father-In-Law	Sister/Stepsister	Daughter/Stepdaughter	Grandchild	Nephew
Mother	Sister-In-Law	Daughter-In-Law		Niece
Mother-In-Law				

2. Under extenuating circumstances, two (2) additional shifts for 40-hour employees may be granted under Paragraph 1 of this ARTICLE with written approval of the Department Head; however, such shift(s) will be without pay or charged to vacation time or sick leave at the employee's discretion.
3. Employees may be granted (3) shifts for 40-hour employees of paid leave in the event of a serious life-threatening illness of a member of that employee's immediate family; however, the granting of any such leave shall be at the sole discretion of the Department Head and the Department Head's refusal to grant any such leave shall not be subject to the grievance or arbitration provisions set forth in ARTICLE 29 - GRIEVANCE PROCEDURE.
4. The provisions of this Article shall apply to Regular Part-Time employees on a pro-rata basis.

ARTICLE 20: MILITARY LEAVE

In situations where it is required that an employee fulfill a two-week annual military obligation, the Town agrees to pay the difference between the employee's regular salary and the base pay received from the military, based upon satisfactory evidence of such service and pay provided to the employee's immediate supervisor.

ARTICLE 21: JURY DUTY

1. An employee who is called as a juror shall assign payment received by the employee for such jury service to the Town ("sign over" the checks to the Town) and the employee will receive their regular rate of pay (budgeted wage less normal deductions, not including overtime) for such service, except that in no event shall an employee be expected to assign an amount in excess of his/her regular rate of pay.
2. Employees who are called to jury duty and are excused from jury duty for a day or any portion thereof during their normal work schedule shall be required to report to their regular work assignment as soon as is reasonably possible after being excused.
3. Satisfactory evidence of such jury service must be submitted to the employee's immediate supervisor.

ARTICLE 22: INSURANCE

1.A. Effective July 1, 2025, and in years one and two of the agreement the Town shall contribute towards the cost of health insurance selected by the eligible Full-Time employee as follows: 100% of the premium for Lumenos - High-Deductible Health Plan for single, two-person or family coverage. Effective July 1, 2027 in year three of the agreement, the Town shall contribute towards the cost of health insurance selected by eligible regular full-time employee as follows: 95% of the premium for Lumenos High Deductible Health Plan for single, two-person or family coverage, with the regular full-time employee contributing the remaining 5% of the applicable premium. In the event an employee opts for the Access Blue (HMO) Plan, the Town will contribute 80% of the Access Blue premium for single, two-person or family coverage; the employee will pay the remaining 20% of said premium.

1.B. For employees who opt to participate in the Lumenos plan and who are eligible to contribute to an HSA, the Town will contribute, during the first full pay period of July of each fiscal year, the following amounts to the employee's Health Savings Account:

\$1,000 single coverage / \$2,000 two-person or family coverage

At the expiration of this agreement, and until a subsequent agreement is reached, the Town's HSA contributions will continue at \$1,000 for single coverage and \$2,000 for two-person or family coverage.

1. C. Subject to the provisions of paragraphs 1.E and 1.F below, the Town shall offer Members who opt out of the Town's health insurance plan a buyout of health insurance premiums of \$12,000.00 per year (\$1,000 per monthly payment) for the family plan, \$10,000.00 (\$833.33 per monthly payment) for the 2-person plan, and \$5,000.00 (\$416.67 per monthly payment) for the single person plan for all Members. In the event that the Town's avoided cost for insurance is less than the above amounts, these amounts will be reduced to the avoided cost to the Town. In no event shall the payment in lieu of receiving health insurance coverage exceed the amounts shown above.

Buyout payments shall be divided into equal installments and paid in such installments during each regular pay period. If a Member's status of qualification changes after they are receiving the insurance buyout (i.e., family plan, 2-person plan or single plan), the Member shall be eligible to receive the appropriate amount whether it is an increase to the family or 2-person plan or a decrease to the 2-person or single plan.

In order to opt out of Town-sponsored health insurance, an employee must attest, during open enrollment, to having other insurance coverage for themselves and their covered tax dependents which meets the minimum essential coverage requirements under the Affordable Care Act

1.D If a Full-Time employee in this Association is married to another Full-Time employee of the Town on or after June 30, 2020, the employee with the lower applicable opt-out payment shall receive the opt-out payment.

1.E. For employee spouses hired on or after July 1, 2020, there shall be no opt-out payment provided to the spouse who is not the primary insurance holder.

2. Dental Insurance: The Town agrees to provide, at no cost to employees, dental insurance through Northeast Delta Dental, Option III (or comparable coverage mutually agreed upon),

Coverage A - 100%, Coverage B - 80%, Coverage C - 50%, with \$25/\$75 deductible and \$1,000 maximum per year or equal coverage for single, two-person, or family membership.

3. Life Insurance and Disability: The Town shall provide, at no expense to employees, life insurance equal to one (1) year's salary up to a maximum of \$100,000, with benefits for dismemberment.
4. Short and Long-Term Disability:
 - 4.1 The Town shall provide, at no expense to employees, short-term disability insurance covering non-work-related accidents and illness to commence on the sixteenth (16th) day of such illness or accident with a maximum benefit period of twenty-six (26) weeks at 66 2/3% of the employee's basic weekly earnings to a weekly maximum benefit of seven hundred fifty dollars (\$750).
 - 4.2 The Town shall provide, at no expense to employees, long term disability insurance covering non-work-related accidents or illness to commence after the twenty-sixth (26) week of such accident or illness at 66 2/3% of the employee's basic monthly earnings, up to a monthly maximum benefit of \$6,000.00.

5. Indemnification of Association Members:

The Town shall indemnify and save harmless any employee covered by this Agreement and acting within the scope of his/her employment and authority from personal financial loss and expense including reasonable legal fees and costs, if any, arising out of any claim, demand, suit or judgment by reasons of: (a) Negligence of other act resulting in accidental injury to a person or accidental damage to or destruction of property, and (b) Any act or omission constituting a violation of civil rights of any person under Federal Law if such act or omission was not committed with malice. The Town shall supply the employee with counsel or, if there is a legal conflict of interest, pay his or her reasonable attorney's fees. The operation of this paragraph is contingent upon the employee's cooperation with the Town in the defense of any action brought against the employee and/or the Town.

6. Flexible Benefit Plan:

Employees shall be eligible to participate in the Town's Flexible Benefit Plan eligibility for health insurance or a health insurance buyout as provided in Section 1 of this Article. Each Plan Year shall extend from July 1 through June 30 of each year for the life of the contract. Personal election forms and options for each Plan Year shall be published sufficiently in advance of July 1 of each year to provide for employee enrollment / changes / cancellation.

7. Retiree Medical Insurance

New Hampshire RSA 100-A:50 requires every political subdivision of the State to permit its employees upon retirement to continue to participate in the same group health plan coverage as is provided to active employees. The Town complies with this RSA.

Medicare eligible Retirees and Medicare eligible spouses and dependents of Retirees may enroll in the Medicare III Plan Without Prescription Coverage (MCNRX) or the Medicare Advantage Prescription Drug Plan (MAPD).

Each political subdivision, as employer, may require a Retiree to pay any part or all of the cost of the Retiree's participation in the Retiree health plan including the Medicare supplemental plans. The Town of Londonderry requires that Retirees pay 100% of the premium for all health plans offered.

8. It is expressly agreed by the parties to this Agreement that the Town may, in its sole discretion, obtain benefits set forth below from a different source(s) provided the benefits are comparable with the benefits presently provided.
9. Regular Part-Time Employees do not participate in the Town's health, dental, or other insurance benefits outlined in this Article.

ARTICLE 23: WORKERS' COMPENSATION

1. All employees of the Town who are injured or incur a job-related illness while in the performance of their duties shall receive any difference between their Workers' Compensation award and their base pay while on injury/illness for a period of twelve (12) months from date of such injury or illness. Following the period of twelve (12) months, employees may utilize any accrued vacation, sick leave, or personal days to cover any differential between their workers' compensation benefits and their regular base pay subject to all applicable deductions. The employee shall be responsible for payment of any contractual deduction (e.g., health insurance); failure to meet such payment for such obligations shall result in cancellation of the applicable benefit.
2. If an employee is denied benefits, he/she must repay the Town for all compensation received by virtue of payments provided under Paragraph 1, and repayment shall be made in accordance with applicable law.

ARTICLE 24: CLOTHING

1. If Association members are required to wear a uniform, the Town will provide the initial uniform issue to those employees. The uniform shall be specified by the Department Head, who shall maintain a list of approved uniform clothing items.
2. Employees required to wear a uniform shall receive an annual uniform allowance of eight hundred dollars (\$800.00) per year for the purposes of purchasing and maintaining required uniforms. Civilian employees not required to wear an official uniform shall receive an annual clothing allowance of three hundred fifty dollars (\$350.00) per year for the purposes of purchasing and maintaining occasional-wear official department clothing. All such clothing allowances shall be paid in the second pay period of July as a lump sum through payroll and are subject to applicable taxes and withholding. Employees with less than one (1) year of service shall receive the aforementioned uniform allowance on a pro-rata basis. The parties agree, as a material term of this Agreement, that the member is fully responsible for his/her uniform and its appearance.

ARTICLE 25: EDUCATIONAL INCENTIVE

1. Any employee who has or subsequently earns a Master's or Doctorate degree shall receive an annual educational incentive of \$500 for a Master's Degree or \$1,000 for a Doctorate degree, provided such degrees are deemed to be directly function-related by the employee's Department Head. Such incentives are not cumulative and shall be payable in regular pay intervals installments throughout the year.

2. Any employee hired on or after July 1, 1994 who achieves a Master's or Doctorate degree in a directly function-related curriculum as determined by the functional Department Head shall receive a one-time lump sum award of \$500 for each such degree, except that there shall be no multiple awards for multiple degrees.

3. Employees shall receive tuition reimbursement for courses taken in a job-related degree program, certificate program or any other program approved by their department head according to the terms of this paragraph. In order for a course to qualify for reimbursement, an employee must earn a passing grade which shall be evidenced by a report from the school. The union, in its discretion as to order (whether it be first come-first served or another method of the union's choosing), shall submit tuition reimbursement requests to the Town (along with proof of required grade as set forth above), and reimbursement shall be made directly to the employee. If tuition reimbursement exceeds the IRS calendar year limit for any one individual (currently, \$5,250/year), such tuition reimbursement may be taxable to the employee; such determination will be made on a case-by-case basis in accordance with IRS regulations. The Town shall provide tuition reimbursement for association members up to a total of Eight Thousand Dollars (\$8,000) per contract year, with said monies to be divided among its association members however the union directs the Town to do so. In the event that any portion of the Eight Thousand Dollars (\$8,000) pot is not disbursed in any contract year, such balance shall be carried over to the next contract year, except that in no event shall a combined carry-over and current contract year appropriation exceed Ten Thousand Dollars (\$10,000)."

ARTICLE 26: OUTSIDE WORK DETAILS

Compensation and scheduling for Outside Work Details for Police members shall be on the same terms, conditions and rates as provided for Police Officers.

ARTICLE 27: DISCIPLINE AND TERMINATION FOR CAUSE

1. An employee may be disciplined or terminated/dismissed if there is found to be just cause for such action. Just cause shall include, but not be limited to, the following:

- 1.1 Incompetence
- 1.2 Improper behavior in the line of duty
- 1.3 Behavior detrimental to the Town
- 1.4 Failure to carry out assigned duties.

2. All of the above shall be subject to the grievance procedure.

ARTICLE 28: GRIEVANCE PROCEDURE

1. Definition

- 1.1 A grievance under this article is defined as an alleged violation of any of the provisions of this Agreement, except as provided for in ARTICLE 6 - MANAGEMENT RIGHTS.
- 1.2 An employee who has a "complaint" may take up the complaint with his/her immediate supervisor verbally within five (5) working days of the incident or the date the employee could reasonably have first been made aware of the incident, before processing the complaint as a formal grievance. The immediate supervisor shall give his/her answer within five (5) working days. It is anticipated that nearly all complaints can be resolved informally without grievance.

2. Each grievance submitted by the Association must be in writing and must contain a statement of facts surrounding the grievance and the provision(s) of this Agreement allegedly violated; the relief requested, and the extent to which the grievant has sought an informal adjustment of the grievance.

2.1 Written grievances must be submitted to an Association member's Department Head within five (5) working days of the incident or the date the employee could reasonably first been made aware of the incident or, in the event a complaint has been filed within five (5) working days of denial of the complaint by the immediate supervisor. The Department Head will meet with the employee within five (5) working days after receipt of the written grievance and will give a written reply to the employee within five (5) working days thereafter.

3. If the employee is not satisfied with the Department Head's decision, he/she may file, within five (5) working days following the Department Head's decision, a written appeal with the Town Manager, who shall hold an informal hearing with the affected employee, a representative of the Association, and the Department Head, within thirty (30) working days of the receipt of the appeal, and provide a written decision within seven (7) working days after the hearing.

4. If the employee is not satisfied with the decision of the Town Manager, the Association may file, within twenty (20) calendar days, following the receipt of the decision of the Town Manager, a request for arbitration to the New Hampshire Public Employee Labor Relations Board, (PELRB), under its rules and regulations. The decision of the arbitrator shall be final and binding on the parties.

4.1 The cost of the arbitrator shall be borne equally by the Town and the Association with each party responsible for its own costs.

4.2 The foregoing time limitations may be extended by mutual agreement of the parties.

4.3 Failure of the grievant to abide by the time limits set out in this article shall result in the grievance being deemed abandoned.

4.4 Failure of the Town to abide by the time limits set out in this article shall result in the grievance being deemed granted.

ARTICLE 29: FAMILY AND MEDICAL LEAVE

The terms of the Town's FMLA Policy in effect as of the date of this Agreement are hereby incorporated herein.

ARTICLE 30: ACCRUAL OF SICK AND VACATION TIME WHILE ON LEAVE

1. An employee on short-term disability and/or FMLA leave ("the Leave Period") will continue to accrue vacation time and sick time during the Leave Period so long as the employee continues to receive some form of pay from the Town (even if such pay is in the form of use of the employee's accrued leave to supplement his short-term disability payments).

2. An employee on workers' compensation leave will continue to accrue vacation time and sick time during the period which he/she is receiving workers' compensation payments.

3. An employee on unpaid leave (including unpaid FMLA leave and unpaid disciplinary leave) will NOT accrue vacation time and sick time during such unpaid leave.

4. Employees who are receiving long-term disability payments from the Town's carrier will not accrue vacation time and sick time while on long-term disability leave.

ARTICLE 31: DURATION OF AGREEMENT

This Agreement shall be in full force and effect on July 1, 2025 at 12:00 AM and shall expire on midnight, June 30, 2028.

ARTICLE 32: MUTUAL AGREEMENT

Any article in this agreement may be opened to negotiations upon mutual agreement between the elected representative of the Association and the Town.

ARTICLE 33: SEVERABILITY

In the event that any article or section of an article of this Agreement is declared to be illegal, void, or invalid in whole or in part by a Court of competent jurisdiction after all appeals, if any, have been exhausted, all other articles and sections of articles shall remain in full force and effect to the same extent that the article or section of an article declared to be illegal, void, or invalid had never been incorporated into this agreement.

ASSOCIATION

TOWN

President

Date

Town Manager

Date

LAPS Salary Ranges 7/1/25 - 6/30/28

EFFECTIVE 7/1/25 - 6/30/26	MINIMUM	MAXIMUM
Paralegal	\$60,008.00	\$74,360.00
Police - Administrative Secretary	\$55,016.00	\$66,830.40
Police - Captain	\$100,006.40	\$143,894.40
Police - Deputy Chief	\$105,019.20	\$151,236.80
Police - Executive Assistant	\$60,008.00	\$75,420.80
Police - Lieutenant	\$97,510.40	\$123,177.60
Public Safety IT Coordinator	\$90,001.60	\$118,768.00

EFFECTIVE 7/1/26 - 6/30/27	MINIMUM	MAXIMUM
Paralegal	\$61,817.60	\$76,606.40
Police - Administrative Secretary	\$56,680.00	\$68,848.00
Police - Captain	\$103,022.40	\$148,220.80
Police - Deputy Chief	\$108,180.80	\$155,792.00
Police - Executive Assistant	\$61,817.60	\$77,688.00
Police - Lieutenant	\$100,443.20	\$126,880.00
Public Safety IT Coordinator	\$92,705.60	\$122,345.60

EFFECTIVE 7/1/27 - 6/30/28	MINIMUM	MAXIMUM
Paralegal	\$63,377.60	\$78,540.80
Police - Administrative Secretary	\$58,115.20	\$70,574.40
Police - Captain	\$105,601.60	\$151,944.00
Police - Deputy Chief	\$110,905.60	\$159,702.40
Police - Executive Assistant	\$63,377.60	\$79,643.20
Police - Lieutenant	\$102,960.00	\$130,062.40
Public Safety IT Coordinator	\$95,035.20	\$125,424.00

PERFORMANCE EVALUATION FORM

Members of the association shall be evaluated by their immediate supervisor at least once annually. This evaluation shall take place no later than August 31st of each fiscal year, with any merit award effective as of September 1st of each fiscal year. The evaluation shall become the basis for any available merit eligibility.

INSTRUCTIONS:

1. In **SECTION I** the supervisor should provide feedback on five applicable performance dimensions. These dimensions shall be determined by the supervisor and may include the following: work quality, communications, problem solving, collaboration, decision-making, planning and organization, adaptability, leadership, flexibility, handling stress, innovation, initiative, technical knowledge, or any criteria that is pertinent to the employee's position.
**All employees in the same position shall be evaluated on the same performance criteria.*
***Supervisors will inform employees of the five criteria their position will be rated on in advance of the start of the performance period, or when the employee is hired into or promoted into a position.*
2. In **SECTION II** the supervisor should provide feedback on the progress made toward goals set in the prior year's performance evaluation, if applicable.
3. In **SECTION III** the supervisor should list significant achievements, list areas of improvement and provide a list of goals for the employee to work toward in the coming performance year. The supervisor should indicate the recommended merit increase. Employees shall be eligible for an annual merit increase as set forth in the applicable collective bargaining agreement.
4. The supervisor should review the evaluation with the employee.
5. In **SECTION IV** the employee may add comments.
6. In **SECTION V** the evaluation should be signed by the employee, supervisor, and Town Manager.

SECTION I

CRITERIA:	

CRITERIA:	

CRITERIA:	

CRITERIA:	

CRITERIA:	

SECTION II

PROGRESS TOWARD GOALS SET DURING LAST PERFORMANCE EVALUATION:

SECTION III

Achievements:

1. _____
2. _____
3. _____

Areas of improvement:

1. _____
2. _____
3. _____

Goals:

1. _____
2. _____
3. _____

Recommended merit increase: _____%

**See merit increase rating table in CBA.*

SECTION IV

EMPLOYEE COMMENTS:	

SECTION V

* I have met with the evaluator who completed this appraisal and have had an opportunity to comment in the space above.

Employee Signature

Date _____

Supervisor Signature

Date _____

Town Manager Signature

Date _____

AGREEMENT BETWEEN

THE TOWN OF LONDONDERRY

AND

**THE AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL
EMPLOYEES**

~ ~ COUNCIL 93 ~ ~

(LAEA - Unit B - Town Administrative Personnel)

JULY 1, 2025 through JUNE 30, 2028

Table of Contents

	<u>Page</u>
ARTICLE 1: PARTIES TO THE AGREEMENT	3
ARTICLE 2: PURPOSE.....	3
ARTICLE 3: RECOGNITION.....	3
ARTICLE 4: DEFINITIONS	3
ARTICLE 5: NON-DISCRIMINATION	4
ARTICLE 6: MANAGEMENT RIGHTS	4
ARTICLE 7: ASSOCIATION OFFICERS	4
ARTICLE 8: MEMBERSHIP	5
ARTICLE 9: NO STRIKE.....	5
ARTICLE 10: PROMOTIONAL PROBATIONARY PERIOD.....	5
ARTICLE 11: LAYOFF/RECALL	6
ARTICLE 12: SCHEDULED WORK WEEK AND HOURS.....	6
ARTICLE 13: RECRUITMENT/PROMOTIONS	8
ARTICLE 14: COMPENSATION AND PERFORMANCE BASED PAY PLAN	8
ARTICLE 15: HOLIDAYS	10
ARTICLE 16: VACATIONS.....	11
ARTICLE 17: SICK LEAVE.....	12
ARTICLE 18: ACCRUAL OF SICK AND VACATION TIME WHILE ON LEAVE.....	14
ARTICLE 19: PERSONAL LEAVE.....	14
ARTICLE 20: BEREAVEMENT LEAVE	15
ARTICLE 21: MILITARY LEAVE	15
ARTICLE 22: JURY DUTY	15
ARTICLE 23: INSURANCE.....	16
ARTICLE 24: WORKERS' COMPENSATION	18
ARTICLE 25: CLOTHING.....	18
ARTICLE 26: EDUCATIONAL INCENTIVE	19
ARTICLE 27: DISCIPLINE AND TERMINATION FOR CAUSE	19
ARTICLE 28: GRIEVANCE PROCEDURE	19
ARTICLE 29: STAND-BY PAY	20
ARTICLE 30: FAMILY AND MEDICAL LEAVE	21
ARTICLE 31: MATERNITY/PATERNITY LEAVE	21
ARTICLE 32: DURATION OF AGREEMENT	21
ARTICLE 33: MUTUAL AGREEMENT.....	21
ARTICLE 34: SEVERABILITY.....	21
APPENDIX A: SALARY AND WAGE SCHEDULE	
APPENDIX B: PERFORMANCE EVALUATION FORM	
APPENDIX C: MEMBERSHIP APPLICATION	
APPENDIX D: MEMBERSHIP REJECTION STATEMENT	

ARTICLE 1: PARTIES TO THE AGREEMENT

This agreement between the Town of Londonderry, New Hampshire (hereinafter “The Town”), and AFSCME Council 93 (LAEA – Town Administrative Personnel) (hereinafter “The Association”) is made and entered into on the _____ day of _____.

ARTICLE 2: PURPOSE

The purpose of this agreement is to set forth agreements between the Town and the Association, with respect to wages, hours, and other terms and conditions of employment for employees described in Article 3: Recognition.

ARTICLE 3: RECOGNITION

The Town recognizes the Association as the exclusive bargaining agent for the following Town of Londonderry Full-Time and Regular Part-Time administrative employees, excluding new hires during their probationary period:

Administrative Support Coordinator	Assistant Director - Recreation	GIS Manager/Planner
Appraiser	Associate Planner	Permit Technician
Assessment Technician	Code Enforcement Officer	Public Works Administrative Assistant
Assistant Assessor	Engineer	Senior Building Inspector/Health/Zoning Officer
Assistant Building Inspector/Deputy Health Officer	Environmental Engineer	Town Planner
Assistant Director - Engineering & Environmental Services	Finance and Payroll Coordinator	Training Coordinator
Assistant Director – Public Information Coordinator	Finance Assistant	

The Town further recognizes that the foregoing positions shall remain part of the Association for the duration of this Agreement.

ARTICLE 4: DEFINITIONS

AGREEMENT: Herein refers to this agreement between the Town of Londonderry, New Hampshire, and AFSCME Council 93 (LAEA – Town Administrative Personnel).

ANNIVERSARY DATE: An employee’s anniversary date is defined as the date when the employee entered the Full-Time service (or, in the case of Regular Part-Time employees, part-time service) of the Town as provided on the Town’s personnel record

ASSOCIATION: Hereinafter refers to the AFSCME Council 93 (LAEA – Town Administrative Personnel).

DEPARTMENT: A functional division of the Town.

EMPLOYEE: Hereinafter used, refers to members of the Association.

PROBATIONARY EMPLOYEE: A newly-hired employee working during an identified period whose ability to perform the responsibilities of his/her newly appointed position is under consideration.

PROBATIONARY PERIOD: A probation period shall be six (6) months and may be extended for an additional six (6) months by the employee's department head from the date of appointment to a position.

FULL-TIME: Employees who have successfully completed a probationary period and are assigned to a weekly work schedule of forty (40) or more hours.

REGULAR PART-TIME: Employees who have successfully completed a probationary period and are assigned to a regular work week less than forty (40) hours herein.

SENIORITY: The length of full-time service with the Town, beginning with the employee's anniversary date.

SENIORITY BY RANK/POSITION: Shall be determined by the employee's date of promotion and/or assignment to his/her current duties for the purposes of determining and/or assignment to his/her current rank for the purposes of determining the senior ranking employee.

ARTICLE 5: NON-DISCRIMINATION

The Town and the Association agree not to discriminate against a member of the unit because of race, creed, color, sex, age, national origin, religion, marital status, sexual orientation, gender identity, disability or membership in the Association and further agree not to infringe upon any member's freedom of religion pursuant to Article 5 of the New Hampshire State Constitution.

ARTICLE 6: MANAGEMENT RIGHTS

The Town shall retain the sole right and authority to operate and direct the affairs of the Town and the Departments whose members are in the Association, including, but not limited to, all rights and authority exercised by the Town prior to the execution of this Agreement and in accordance with RSA 273-A1.

ARTICLE 7: ASSOCIATION OFFICERS

The Association Officer and Representatives shall be: The President, Chapter Chair, Steward, Alternate Steward and Secretary/Treasurer.

The Association shall advise the Town of the names of the employees holding any office in the Association, as noted above.

Association Officers shall be permitted to process grievances during their scheduled work hours, provided that such grievance can be processed so as not to interfere with the normal operations of the Town and/or

department, and further, the amount of time in which the officers are engaged in such activity is reasonable.

ARTICLE 8: MEMBERSHIP

This Article 8 involves only the relationship between the Association and its members. The Town takes no position on any statement in this Article 8.

Each member of the bargaining unit who, on the effective date of this Agreement, is a member of the Union, and each employee who becomes a member of the bargaining unit and the union after that date shall continue his/her membership in the Union during the duration of this agreement.

Employees who declined membership in the Union will be required to declare, in writing, their rejection using the "Membership Rejection Statement" attached to this document in Appendix D, which outlines certain benefits that will not be available to the non-member, as well as cost and fees the non-member may be required to pay for access to the Union representation.

The exclusive representative may require a non-member to pay for the reasonable cost and fees, including arbitrator fees and related attorney fees for grieving or arbitrating a matter arising under an agreement negotiated pursuant to this section and brought at the non-members request.

The exclusive representative may require non-members to pay any anticipated proportional cost and fees prior to a grievance or arbitration hearing. Failure to pay costs and fees shall relieve the exclusive representative of further responsibility to the non-member regarding the matter.

An exclusive representative's duty of fair representation to a public employee who is in the bargaining unit shall be limited to the negotiation and enforcement of the terms of the agreements with the public employer.

This Article 8 and the appendices referenced therein are for informational purposes and the Town will not be held liable for any disputes arising from said Article and appendices. Should there be a dispute between an employee and the Union over the matter of deduction, the Union agrees to defend and hold the Town harmless in any such dispute.

ARTICLE 9: NO STRIKE

During the term of this Agreement, under no circumstances will the Association cause, encourage, sponsor, or participate in any strike, sit-down, stay-in, stay-out, sick-in, sick-out, work slowdown, withholding of services, or any curtailment of work, or restriction or interference with the operation of the Town of Londonderry; and the Town agrees not to engage in any lock-out.

ARTICLE 10: PROMOTIONAL PROBATIONARY PERIOD

Employees promoted to a higher rank or position shall serve a promotional probationary period as defined in Article 4: Definitions. During an employee's promotional probationary period, the employee's performance shall be critiqued at least twice, bringing to the employee's attention positive performance as well as suggestions for improvement. A written summary of the critique shall be provided to the employee.

Upon successful completion of the promotional probationary period, the employee shall be unconditionally appointed to the promotional position. An employee who, during or at the conclusion of the promotional probationary period, whose performance and/or conduct is deemed unsatisfactory by the department head,

shall return to his/her previous position at the same rank, grade and rate of compensation prior to qualification for probationary promotional appointment. Nothing in this section shall be interpreted to limit the department head from imposing other appropriate disciplinary action for unsatisfactory performance or conduct.

ARTICLE 11: LAYOFF/RECALL

1. When it is necessary to reduce the number of employees within a department, layoffs will be made within the overall affected department(s) on the basis of seniority by rank/position, i.e.: the last employee hired to their range/position within the affected department(s) shall be the first laid-off.
2. Within eighteen (18) months from the date of any lay-off, qualified and available Full-Time employees who were laid off shall be reinstated before new employees are hired. Such laid-off employees shall be recalled in reverse order of their layoff to positions within range and/or classification or to positions for which they are otherwise qualified.
3. In the event an employee is recalled to full-time employment, such employee's seniority shall be reinstated to his/her seniority acquired as of the date of lay-off. Any benefits paid at the time of lay-off shall not be paid again. The re-instated employee shall be placed in the appropriate salary range closest to his/her salary at the time of lay-off.
4. Employees shall lose seniority and shall no longer be eligible for reinstatement under this Article if they have left the Town's employment for any of the following reasons: disciplinary discharge, voluntary quit/resignation, or retirement.

ARTICLE 12: SCHEDULED WORK WEEK AND HOURS

1. The normal work schedule and hours for positions recognized in Article 3 shall be as follows.

POSITION	DEPARTMENT	HOURS/WEEK
Administrative Support Coordinator	Town Manager	40
Appraiser	Assessing	40
Assessment Technician*	Assessing	Part-Time or 40
Assistant Assessor	Assessing	40
Assistant Building Inspector/Deputy Health Officer*	Building	40
Assistant Director - Engineering and Environmental Services	Engineering & Environmental Services	40
Assistant Director – Public Information Coordinator	Cable	40
Assistant Director – Recreation	Recreation	28
Associate Planner*	Planning	40
Code Enforcement Officer*	Building	TBD, Part-Time
Engineer	Engineering & Environmental Services	40
Environmental Engineer	Engineering & Environmental Services	40
Finance and Payroll Coordinator*	Finance	40

Finance Assistant*	Finance	40
GIS Manager/Planner	Planning	40
Permit Technician*	Building	40
Public Works Administrative Assistant*	Public Works	40
	Engineering & Environmental Services	
Senior Building Inspector/Health/Zoning Officer*	Building	40
Town Planner	Planning	40
Training Coordinator*	Cable	40

Town Hall Departments will close at 5:00 PM; however, the building may remain open after hours to accommodate nightly meetings, work sessions, etc.

*** Non-Exempt Employees**

Full-time positions generally work normal business hours of Monday – Friday, 8:30 – 5:00, subject to the Town’s operational needs.

Daily scheduled start and end times may be mutually agreed to by the employee, department head and Union, and are subject to approval by the Town Manager.

The schedule for part-time positions will be mutually agreed upon by the employee, the Union and the department head, subject to approval by the Town Manager.

2. The Association recognizes that the work week and hours of the employees of the Public Works and Engineering and Environmental Services Departments must be flexible in order to meet the operational requirements of the Department.
3. Non-exempt employees shall be granted a thirty (30) minute unpaid lunch break each workday, and two fifteen (15) minute paid rest breaks each full working day.
4. Non-exempt employees who work in excess of 40 hours per week shall be compensated in wages at a rate of one and one-half times, or subject to the mutual agreement of the Department Head and the employee, be granted compensatory time at the rate of time and one-half times.
5. Exempt employees required to attend meetings, hearings or another Town activity or who are otherwise required to work in excess of the customary work schedule due to operational needs of their Department shall be granted administrative time off in an amount equal to the time worked. Employees may exercise the option to cash out a maximum of forty (40) hours per fiscal year during the last pay period in June or, for part-time employees, a pro-rata number of hours corresponding with their normal weekly work schedule, and any administrative time balance resets to zero (0) as of July 1 of each new fiscal year.

6. Non-exempt employees required to attend court during their off-duty hours shall be paid a minimum of three (3) hours at time and one-half at that employee's regular hourly rate, less the witness fee received by such employees, or compensatory time at the rate of one and one-half the time spent in court inclusive of the statutory witness fee.

ARTICLE 13: RECRUITMENT/PROMOTIONS

Positions for all promotional opportunities covered by this agreement shall be posted on departmental bulletin boards for a period of at least fourteen (14) calendar days. The posting shall include the current position description, wage salary range, shift assignment, and test procedure (including how much the test is weighted, if applicable). At the Town's discretion, the opening may be advertised simultaneously with internal postings.

When qualified, based on job descriptions, current employees shall be given first consideration for promotional opportunities.

ARTICLE 14: COMPENSATION AND PERFORMANCE BASED PAY PLAN

1. The LAEA TAP Salary and Wage Schedules effective July 1, 2025, July 1, 2026 and July 1, 2027 shall be as provided in Appendix A.
 - 1.2 Effective July 1, 2025 (FY26), all members of the unit shall receive a two-and three-quarter percent (2.75%) cost-of-living adjustment.
 - 1.3 Effective July 1, 2026 (FY27) and July 1, 2027 (FY28), all members of the unit shall receive a cost-of-living adjustment based upon the Boston Regional Office Consumer Price Index referred to as CPI-U as published by the U.S. Department of Labor, for the twelve (12) month average for the period ending December 31 of the preceding year, except that in no event shall such increase be less than one percent (1.0%) nor greater than two-and-one-half percent (2.5%).
 - 1.4 Starting salaries may vary according to the credit given by the Town for relevant training, education and experience in excess of the minimum normally required for employment in each class and rank as determined by the functional department Head and/or the Employees Department Head or Immediate Supervisor.

PERFORMANCE PAY PLAN:

SECTION 2: PERFORMANCE PAY PLAN

2.1 Plan Administration:

- 2.1.a. Each employee of the Association shall be evaluated at least once annually on or about the date of hire (or if promoted from within, the promotion date into their current position in the Association) by their immediate supervisor. The evaluation shall become the basis for any available merit eligibility, and a determinant of unsatisfactory or

substandard job performance.

* Evaluations shall be completed in writing using the applicable merit system performance evaluation form provided in Appendix B, or in a narrative form that follows the instructions set forth in the coverage page of the evaluation form.

The supervisor will rate the employee's performance based on five performance dimensions that will be selected from those listed in the instructions on the evaluation form.

The supervisor will provide feedback on progress made toward the previous year's goals (if applicable), document significant achievements, list areas of improvement, and provide a list of goals for the employee to work toward in the coming performance year.

The supervisor should indicate the recommended increase as set forth in the table below:

Outstanding	3.0%
Exceeds Expectations	2.5%
Meets Expectations	1.5%
Does Not Meet Minimum Requirements	0.00%

The supervisor should review the evaluation with the employee, and the employee may add comments.

The evaluation should be signed by the employee, the supervisor, and the Town Manager prior to being submitted to the Human Resources department for processing.

- 2.1.b Interim evaluations may be conducted at any time during the evaluation year as necessary due to unsatisfactory or substandard job performance, as evidenced by a "Does Not Meet Minimum Requirements" ranking. All such cases must be documented, including identification of the performance deficiency, a specific plan and timetable for achievement of a rating of at least "Meets Expectations" and a statement of disciplinary action imposed, if any.
- 2.1.c Employees are encouraged to maintain records of performance incidents throughout the evaluation year for use in supporting the yearly evaluation and all discussions up to and including appeals.
- 2.1.d Evaluations are to be as objective in nature as possible and may be appealed but are not subject to the grievance procedure.
- 2.1.e Overall responsibility for administration of the program shall be vested with the Town

Manager.

- 2.2.a An employee who has achieved the maximum wage/salary rate for his/her classification, shall receive any differential between the maximum wage/salary for his/her classification and his/her annual evaluation results in a lump sum award (i.e., “merit over max”).
- 2.2.b Appeals: In the event an employee is not in agreement with his/her immediate supervisor’s evaluation, he/she may appeal the evaluation to the Town Manager. The decision of the Town Manager shall be non-grievable.

ARTICLE 15: HOLIDAYS

1. The following twelve (12) paid holidays shall be granted to Association members:

New Year’s Day	Thanksgiving Day
President’s Day	Day After Thanksgiving Day
Memorial Day	½ Day on December 24
Independence Day	Christmas Day
Labor Day	½ Day on December 31
Columbus Day	Floating Holiday*
Veteran’s Day	

*Scheduled at employee discretion subject to prior notice and needs of the Department.

2. If a non-exempt employee is required to work due to operational requirements on a holiday which would otherwise be his/her scheduled day off, the employee shall be compensated with compensatory time off or pay at the rate of one and one-half times for hours worked on such holiday (in addition to the holiday pay he/she would otherwise receive for that holiday at his/her base rate).
3. If an exempt employee is required to work on a holiday due to operational requirements of the Department, the employee shall be granted compensatory time off equivalent to the amount of time the employee was required to work on said holiday.
4. The floating holiday is “use it or lose it” during each fiscal year. Any unused floating holiday will not be paid out upon separation, regardless whether the separation is voluntary or involuntary.
5. Regular Part-Time employees receive holiday pay on a pro-rata basis for any holidays that fall on one of their regularly scheduled workdays. For example, assume a Regular Part-Time employee works 6 hours/day on Mon/Wed/Friday, and a holiday falls on a Monday. Said employee would be paid 6 hours holiday pay for that Monday. If the holiday falls on a Tuesday or Thursday, said employee would not be

paid holiday pay for that holiday.

6. An employee on an unpaid personal leave of absence, long-term disability leave, unpaid FMLA leave and/or unpaid disciplinary leave will not receive holiday pay while on leave.

ARTICLE 16: VACATIONS

1. Vacation accruals (for the previous month) are granted after the conclusion of each calendar month. Employees shall accrue vacation time on the following schedule:

LENGTH OF CONTINUOUS SERVICE	VACATION ACCRUAL RATE (HOURS PER MONTH)
DOH (date of hire) through end of employee's first calendar month	6.66*
Completion of 2nd calendar month through the end of the 24th calendar month	6.66
Completion of 25th calendar month through completion of 36th calendar month	7.33
Completion of 37th calendar month through completion of 48th calendar month	8.00
Completion of 49th calendar month through completion of 60th calendar month	8.66
Completion of 61st calendar month through completion of 84th calendar month	10.66
Completion of 85th calendar month through completion of 120th calendar month	11.33
Completion of 121st calendar month through separation	14.00

*Newly hired employees will be granted a pro-rated vacation accrual based upon the number of days employed in their first month. In the event that an employee's termination/separation date occurs prior to the conclusion of a calendar month, said employee will be granted his/her pro-rated vacation accrual based upon the number of days worked during that calendar month.

2. A newly hired (new to Town) employee will not be permitted to schedule vacation during his/her six (6) month Probationary Period and will not be eligible for any payout of vacation accrual if his/her employment is terminated during the Probationary Period. Upon the successful completion of probation, the employee may, with the Department Head's approval, use up to five (5) working days (or shifts) of the first year's vacation accrual.
3. With Department Head approval, an employee may take vacation accrued in advance of the schedule provided in Section 1.
4. Employees may carry over accrued vacation as long as the total carry over and current year's eligibility does not exceed two (2) times the yearly total to which the employee is entitled.

5. All members shall indicate their schedule of preference for vacation within their Department. In instances of conflict, the rule of departmental seniority within the bargaining unit shall govern. The number of persons who may take a vacation at any one time shall be determined at the sole discretion of the Department Head.
6. For employees employed as of June 30, 2020: Upon separation for any reason other than cause and provided the employee has given the Town at least 2 weeks' notice of his/her departure, said employees will be compensated for 100% of all accrued vacation.
7. For employees hired on or after July 1, 2020: When a non-probationary employee (non-newly hired) employee terminates his/her employment with the Town for any reason other than cause, he/she shall be compensated for up to ten (10) days of vacation accruals (provided he/she has such accruals on the books at the time of separation) if he/she has given the Town at least two (2) weeks' notice of his/her departure.
8. The provisions of this Article shall apply to Regular Part-time Employees on a pro-rata basis.
9. During the month of December, an employee may elect to receive a cash payment of up to five (5) vacation days, ("Vacation Cash Out"), with said vacation days to be earned during the following calendar year (the "Accrual Year"). Said Vacation Cash Out election shall be irrevocable and will be paid in the pay period which contains December 1 of the Accrual Year, assuming said employee was still employed by the Town as of December 1 of the Accrual Year and assuming said employee has the requisite number of days he/she elected for Cash Out on the books as of December 1 of the Accrual Year.
10. If an NHRS spiking assessment is in effect at the time of a member's retirement, then any payment of accrued vacation leave will be made 121 days following the last day of employment.

ARTICLE 17: SICK LEAVE

Except as provided in 1.a, Sick Leave for Regular Full-Time Employees shall accrue at the rate of one (1) day (8 hours) per month, and the accrual of Sick Leave shall be pro-rated for Regular Part-Time Employees. (By way of example, a Regular Part-Time Employee who works 20 hours/week (50% of a 40-hour work week) will accrue pursuant to a 50% accrual plan (4 hours/month).

- 1.a For employees on roll effective June 30, 2010, sick leave shall become due as earned at the end of the month and will accumulate if not used during the current year to maximum of eighty-five (85) days. Any employee who has accumulated in excess of eighty-five (85) days upon the effective date of this agreement, shall be grandfathered at that higher rate.
- 1.b For employees hired on or after July 1, 2010 sick leave shall become due as earned at the end of the month and will accumulate if not used during the current year to maximum thirty (30) days. Any employee who has accumulated in excess thirty (30) days upon the effective date of this agreement,

shall be grandfathered at that higher rate, however said employee's grandfathered total shall be reduced by the number of sick days used. Any employee shall not accrue further sick days until such time as his/her accumulated amount falls below thirty (30) days and shall thereafter only accrue to the thirty (30) day limit.

2. The Town shall have the right at all times to investigate any sickness claimed by an employee. At the discretion of the Department Head or Immediate Supervisor, a doctor's certificate may be required for absence due to illness. When such certificate is required for three or more days of absence, it shall be at the expense of the employee. When a doctor's certificate is required for less than three days, it shall be at the expense of the Town. If the absence is for a qualifying reason under the Family Medical Leave Act (FMLA), the provisions of the Town's FMLA policy shall control.
3. Sick leave may be used for actual non-work-related sickness or injury of the employee. Sick leave, at the discretion of the Department Head, may be granted for an instance of illness of a member of the employee's immediate family, not to exceed five (5) working days per year. For purposes of the Section, immediate family shall be: husband, wife, dependent child or parent of either the employee or employee's spouse. If the absence is for a qualifying reason under the Family Medical Leave Act (FMLA), the provisions of the Town's FMLA policy shall control.
4. For employees hired prior to July 1, 2020: the Town will take a snapshot of each such employee's accrued sick time on the books as of June 30, 2020 ("Snapshot Value"). When a non-probationary employee (non-newly hired) employee terminates his/her employment with the Town for any reason other than cause, and assuming he/she has given the Town at least two (2) weeks' notice of his/her departure, he/she shall be compensated for his/her Snapshot Value of sick time accruals (provided he/she has such accruals on the books at the time of separation) according to the following schedule (with the understanding that the employee is entitled to compensation for the higher number, whether that be his/her Snapshot Value or his/her payout according to the following schedule):

<u>YEARS OF SERVICE</u>	<u>COMPENSATION</u>
1 – 10	12 DAYS (96 HOURS)
11 - 15	12.5 DAYS (100 HOURS)Ov
Over 15	30 DAYS (240 HOURS)

Any such sick time payout upon separation shall be pro-rated for Regular Part-Time Employees.

In the event that an employee's termination of employment is as a result of the employee's death, his/her beneficiaries shall be entitled to receive compensation for the above-stated accrued sick leave.

5. For employees hired on or after July 1, 2020: There shall be no payout of accrued sick time hours upon separation.
6. Notification of absence shall be given as early as possible on the first day of absence. If such notification is not

made, such absence may, at the discretion of the Department Head, be applied to absence without pay.

7. If an employee has no sick leave accruals, an absence shall be charged at the discretion of the Department Head to absence without pay or vacation leave. If the latter is used, the employee must first approve of its use.
8. Any non-work-related accident or illness in excess of fifteen (15) consecutive calendar days shall be treated in accordance with ARTICLE 23 - INSURANCE, Section 5 - Short Term Disability; however, an employee may elect to use accrued sick time to offset the Town's insurance to maintain his/her full wages during the term of disability until all such accrued sick leave has been exhausted. If the absence is for a qualifying reason under the Family Medical Leave Act (FMLA), the provisions of the Town's FMLA policy shall control.
9. Employees who are re-employed following an absence of not more than one year shall be credited with their remaining unused sick leave, exclusive of payment made in accordance with Section 4 of this ARTICLE, as of their termination date providing that the absence was due to: (a) illness of the employee and not because of illness of the immediate family; (b) dismissal through no fault or delinquency attributable solely to such employee; or (c) injury which in the service to the Town in the line of duty and for which the employee would be entitled to Workers' Compensation benefits. Sick leave abuse shall constitute grounds for disciplinary action.
10. If an NHRS spiking assessment is in effect at the time of a member's retirement, then any payment of accrued leave time will be made 121 days following the last day of employment.

ARTICLE 18: ACCRUAL OF SICK AND VACATION TIME WHILE ON LEAVE

1. An employee who is receiving wage replacement benefits through short-term disability, workers' compensation or New Hampshire Paid Family Medical Leave will continue to accrue vacation time and sick time.
2. An employee on solely unpaid leave (including unpaid FMLA leave and unpaid disciplinary leave) will NOT accrue vacation time and sick time during such unpaid leave.
3. Employees who are receiving long-term disability payments from the Town's carrier will not accrue vacation time and sick time while on long-term disability leave.

ARTICLE 19: PERSONAL LEAVE

1. Employees who have completed their probation may apply for and be granted a personal unpaid leave of absence for personal reasons involving extenuating circumstances. Such leave shall be requested in writing through the appropriate channels to the Department Head. The Department Head shall submit a recommendation to the Town Manager, whose decision shall be final and binding.

When personal unpaid leaves of absence exceed sixty (60) days, seniority will cease to accumulate for the additional period beyond sixty (60) days.

Any employee who accepts employment or conducts a business during an unpaid personal leave of absence shall be immediately terminated unless such activities had been previously approved by the Department Head.

2. Employees shall be granted two (2) paid personal days per fiscal year at their standard daily rate. Scheduling shall be with the approval of the Department Head and may be taken in one-half ($\frac{1}{2}$) day increments.

Personal days are “use it or lose it” during each fiscal year. Any unused personal days will not be paid out upon separation, regardless whether the separation is voluntary or involuntary. The provisions of this paragraph shall apply to Regular Part-Time employees on a pro-rata basis.

ARTICLE 20: BEREAVEMENT LEAVE

Bereavement leave of three (3) working days with pay between the date of death and the date of the funeral inclusive shall be granted an employee in the event of the death of his/her:

Spouse/Partner	Brother/Stepbrother	Son/Stepson	Grandmother	Uncle
Father	Brother-In-Law	Son-In-Law	Grandfather	Aunt
Father-In-Law	Sister/Stepsister	Daughter/Stepdaughter	Grandchild	Nephew
Mother	Sister-In-Law	Daughter-In-Law		Niece
Mother-In-Law				

Under extenuating circumstances, two (2) additional days may be granted under Paragraph 1 of this ARTICLE with written approval of the Department Head; such days will be without pay or charged to vacation time or sick leave at the employee’s discretion.

Employees may be granted three (3) days’ paid leave in the event of a serious life-threatening illness of a member of that employee’s immediate family; granting of any such leave shall be at the sole discretion of the Department Head and the Department Head’s refusal to grant any such leave shall not be subject to the grievance or arbitration provisions set forth in ARTICLE 28 - GRIEVANCE PROCEDURE.

The provisions of this Article shall apply to Regular Part-Time employees on a pro-rata basis.

ARTICLE 21: MILITARY LEAVE

In situations where it is required that an employee fulfill a two-week annual military obligation, the Town agrees to pay the difference between the employee’s regular salary and the base pay received from the military, based upon satisfactory evidence of such service and pay provided to the employee’s immediate supervisor.

ARTICLE 22: JURY DUTY

An employee who is called as a juror shall assign payment received by the employee for such jury service to the Town and will receive their regular rate of pay (budget wage less normal deductions, not including overtime) except that in no event shall an employee be expected to assign an amount in excess of his/her regular rate of pay.

Employees who are called to jury duty and are excused from jury duty for a day or any portion thereof during their normal work schedule shall be required to report to their regular work assignment as soon as is reasonably possible after being excused.

Satisfactory evidence of such a service must be submitted to the employee’s immediate supervisor.

ARTICLE 23: INSURANCE

1. Effective July 1, 2025, the Town and Full-Time employees shall share the cost of health insurance premiums as follows:

For the Lumenos High-Deductible plan:

FY 2026: Employee pays 4% of the premium cost for the applicable coverage; Town pays the remaining 96%.

FY 2027: Employee pays 4% of the premium cost for the applicable coverage; Town pays the remaining 96%.

FY 2028: Employee pays 5% of the premium cost for the applicable coverage; Town pays the remaining 95%.

For employees who opt to participate in the Lumenos plan and who are eligible to contribute to an HSA, the Town will contribute, during the first full pay period of July of each fiscal year, the following amounts to the employee's Health Savings Account as follows:

FY 2026 – FY 2028: \$1,000 for single coverage / \$2,000 for two-person or family coverage

For the Access Blue Plans:

In the event an employee opts for a plan other than Lumenos, the employee will pay the additional premium cost for such alternative plan over and above the amount of the premium cost borne by the Town for the applicable equivalent Lumenos plan (i.e., whether it be single, 2-person, or family coverage) during that fiscal year.

2. Opt-Out Payment: Regular Full-Time employees who are eligible for, and opt not to subscribe to, a town sponsored health insurance plan shall receive an opt-out amount of (a) \$5,000 for a regular full-time employee opting out of single coverage; (b) \$10,000 for a regular full-time employee opting out of two-person coverage; and (c) \$12,000 for a regular full-time employee opting out of family coverage per fiscal year. In the event that the Town's avoided cost for insurance is less than the above amounts, these amounts will be reduced to the avoided cost to the Town. In no event shall the payment in lieu of receiving health insurance coverage exceed the amounts shown above. Said payment shall be divided into equal installments and paid to eligible employees in such installments during each regular pay period. If a Full-Time employee in this Association is married to another Full-Time employee of the Town as of June 30, 2020, the employee with the lowest applicable opt-out payment shall receive the opt-out payment. In order to opt out of Town-sponsored health insurance, an employee must attest, during open enrollment, to having other insurance coverage for themselves and their covered tax dependents which meets the minimum essential coverage requirements under the Affordable Care Act.

3. Dental Insurance: The Town agrees to provide at no cost to Regular Full-Time Employees dental insurance through Northeast Delta Dental, Option III (or comparable coverage), Coverage A - 100%, Coverage B - 80%, Coverage C - 50%, with \$25/\$75 deductible and \$1,000 maximum per year or equal coverage offered for single, two-person, or family membership.

4. Life Insurance and Disability:

Life Insurance:

4.1 The Town shall provide, at no expense to employees, life insurance equal to one (1) year's salary up to a maximum of \$50,000, with benefits for dismemberment.

Short and Long-Term Disability:

4.2 The Town shall provide, at no expense to employees, short-term disability insurance covering non-work-related accidents and illness to commence on the sixteenth (16th) day of such illness or accident with a maximum benefit period of twenty-six (26) weeks at 66 2/3% of the employee's basic weekly earnings to a maximum of seven hundred fifty dollars (\$750).

4.3 The Town shall provide, at no expense to employees, long term disability insurance covering non-work-related accidents or illness to commence after the twenty-sixth (26) week of such accident or illness at 66 2/3% of the employee's basic monthly earnings up to a monthly max of six thousand dollars (\$6,000.00).

5. Indemnification of Association Members:

The Town shall indemnify and save harmless any employee covered by this Agreement and acting within the scope of his/her employment and authority from personal financial loss and expense including reasonable legal fees and costs, if any, arising out of any claim, demand, suit or judgment by reasons of: (a) Negligence or other act resulting in accidental injury to a person or accidental damage to or destruction of property, and (b) Any act or omission constituting a violation of civil rights of any person under Federal Law if such act or omission was not committed with malice. The Town shall supply the employee with counsel or, if there is a legal conflict of interest, pay his or her reasonable attorney's fees. The operation of this paragraph is contingent upon the employee's cooperation with the Town in the defense of any action brought against the employee and/or the Town.

6. Flexible Benefit Plan:

Employees shall be eligible to participate in the Town's Flexible Benefit Plan eligibility for health insurance or a health insurance buyout as provided in Sections 1 and 2 of this Article. Each Plan Year shall extend from July 1, through June 30 of each year for the life of the contract. Personal election forms and options for each Plan Year shall be published sufficiently in advance of July 1 of each year to provide for employee enrollment / changes / cancellation.

7. Retiree Medical Insurance:

New Hampshire RSA 100-A:50 requires every political subdivision of the State to permit its employees upon retirement to continue to participate in the same group health plan coverage as is provided to active employees. The Town complies with this RSA.

Medicare eligible Retirees and Medicare eligible spouses and dependents of Retirees may enroll in the Medcomp III Plan Without Prescription Coverage (MCNRX) or the Medicare Advantage Prescription Drug Plan (MAPD).

Each political subdivision, as employer, may require a Retiree to pay any part or all of the cost of the Retiree's participation in the Retiree health plan including the Medicare supplemental plans. The Town of Londonderry requires that Retirees pay 100% of the premium for all health plans offered.

8. The Town reserves the right to make changes in the insurance carriers, claims administrator organization, or method of providing Insurance-Supplementary Compensation at any time that financial or service considerations make such a change, in the Town's opinion, advisable, providing such change shall not increase cost to the employee by means of deductibles, co-payments and that the overall benefits structure shall be comparable to the plan replaced, except as otherwise provided for in this Article.
9. Regular Part-Time Employees do not participate in the Town's health, dental, or other insurance benefits outlined in this Article.

ARTICLE 24: WORKERS' COMPENSATION

1. All employees covered by this Agreement who are injured or incur a job-related illness while in the performance of their duties shall receive any difference between their Workers' Compensation award and their base pay while on injury/illness for a period of twelve (12) months from date of such injury or illness. Following the period of twelve (12) months, employees may utilize any accrued vacation, sick leave, or personal days to cover any differential between their workers' compensation benefits and their regular base pay subject to all applicable deductions. The employee shall be responsible for payment of any contractual deduction (e.g., health insurance); failure to meet such payment for such obligations shall result in cancellation of the applicable benefit.
2. If an employee receives workers' compensation benefits for any time period for which he/she has also received pay from the Town in the form of accrued hours or regular pay, he/she must repay the Town for any "overpayment" in accordance with applicable law.

ARTICLE 25: CLOTHING

If the performance of their job duties requires Association members to wear protective or other required clothing including but not limited to hard hats, safety shoes/boots, retroreflective clothing/outerwear, gloves, etc., the individual Association member, with Department Head approval, shall purchase the required items and

upon the presentation of receipt(s), shall be reimbursed by the Town for such expense(s).

ARTICLE 26: EDUCATIONAL INCENTIVE

1. Any employee who has or subsequently earns a Master’s or Doctorate degree shall receive an annual educational incentive of \$500 for a Master’s degree or \$1,000 for a Doctorate degree, provided such degrees are deemed to be directly function-related by the employee’s Department Head. Such incentives are not cumulative and shall be payable in regular pay interval installments throughout the year.
2. Any employee who achieves a Master’s or Doctorate degree in a directly function-related curriculum as determined by the functional Department Head shall receive a one-time lump sum award of \$500 for each such degree, except that there shall be no multiple awards for multiple degrees.
3. Employees shall receive tuition reimbursement for courses taken in a job-related degree program, certificate program or any other program approved by their Department Head according to the terms of this paragraph. In order for a course to qualify for reimbursement, an employee must earn a passing grade which shall be evidenced by a report from the school. The Association, in its discretion as to order (whether it be first come-first served or another method of the union’s choosing), shall submit tuition reimbursement requests to the Town (along with proof of required grade as set forth above), and reimbursement shall be made directly to the employee. If tuition reimbursement exceeds the IRS calendar year limit for any one individual (currently, \$5,250/year), such tuition reimbursement may be taxable to the employee; such determination will be made on a case-by-case basis in accordance with IRS regulations. The Town shall provide tuition reimbursement for Association members up to a total of Eight Thousand Dollars (\$8,000) per contract year, with said monies to be divided among its Association members however the union directs the Town to do so. In the event that any portion of the Eight Thousand Dollars (\$8,000) tuition reimbursement is not disbursed in any contract year, such balance shall be carried over to the next contract year, except that in no event shall a combined carry-over and current contract year appropriation exceed Ten Thousand Dollars (\$10,000).

ARTICLE 27: DISCIPLINE AND TERMINATION FOR CAUSE

An employee may be disciplined or terminated/dismissed if there is found to be just cause for such action. Just cause shall include, but not be limited to, the following:

- 1.1 Incompetence
- 1.2 Improper behavior in the line of duty
- 1.3 Behavior detrimental to the Town
- 1.4 Failure to carry out assigned duties.

All of the above shall be subject to the grievance procedure.

ARTICLE 28: GRIEVANCE PROCEDURE

Definition:

- 1.1 A grievance under this article is defined as an alleged violation of any of the provisions of this Agreement, except as provided for in ARTICLE 6 - MANAGEMENT RIGHTS.
- 1.2 An employee who has a “complaint” may take up the complaint with his/her immediate

supervisor verbally within five (5) working days of the incident or the date the employee could reasonably have first been made aware of the incident, before processing the complaint as a formal grievance. The immediate supervisor shall give his/her answer within five (5) working days. It is anticipated that nearly all complaints can be resolved informally without grievance. Each grievance submitted by the Association must be in writing and must contain a statement of facts surrounding the grievance, and the provision(s) of this Agreement allegedly violated; the relief requested, and the extent to which the grievant has sought an informal adjustment of the grievance.

- 2.1 Written grievances must be submitted to an Association member's Department Head within five (5) working days of the incident or the date the employee could reasonably first been made aware of the incident or, in the event a complaint has been filed within five (5) working days of denial of the complaint by the immediate supervisor. The Department Head will meet with the employee within five (5) working days after receipt of the written grievance and will give a written reply to the employee within five (5) working days thereafter.
3. If the employee is not satisfied with the Department Head's decision, he/she may file, within five (5) working days following the Department Head's decision, a written appeal with the Town Manager, who shall schedule an informal hearing with the affected employee, a representative of the Association, and the Department Head, within thirty (30) working days of the receipt of the appeal, and provide a written decision within seven (7) working days after the hearing.
4. If the employee is not satisfied with the decision of the Town Manager, the Association may file, within twenty (20) calendar days, following the receipt of the decision of the Town Manager, a request for arbitration to the New Hampshire Public Employee Labor Relations Board, (PELRB), under its rules and regulations. The decision of the arbitrator shall be final and binding on the parties.
 - 4.1 The cost of the arbitrator shall be borne equally by the Town and the Association with each party responsible for its own costs.
 - 4.2 The foregoing time limitations may be extended by mutual agreement of the parties.
 - 4.3 Failure of the grievant to abide by the time limits set out in this article shall result in the grievance being deemed abandoned.
 - 4.4 Failure of the Town to abide by the time limits set out in this article shall result in the grievance being deemed granted.

ARTICLE 29: STAND-BY PAY

1. With the approval of the Town Manager and implementation by the Department Head, certain exempt employees in this Association may be designated to be on "Stand-By Duty", during which times they must be available for immediate communication from their Department and available to report to work upon immediate notice during what would otherwise be their weekend and holiday off-duty hours. Employees who are designated to be on Stand-By Duty shall be compensated at the rate of twenty dollars (\$20.00) per day for their Stand-By Duty days of Saturdays, Sundays and Holidays.
2. For the purpose of this Article, a Stand-By Duty day shall mean twenty-four (24) consecutive hours of duty time on a weekend or Holiday when an employee is not assigned to work pursuant to his/her normal work schedule but instead is on Stand-By Duty. The Stand-By Duty rate shall be paid for all Stand-By Duty days regardless

whether the employee on Stand-By Duty is called in and reports to work on such Stand-By Duty days.

ARTICLE 30: FAMILY AND MEDICAL LEAVE

The Town will abide by FMLA and State laws, rules, and regulations.

ARTICLE 31: MATERNITY/PATERNITY LEAVE

The Town will abide by FMLA and State laws, rules and regulations pertaining to maternity/paternity leave policies.

ARTICLE 32: DURATION OF AGREEMENT

This agreement shall be in full force and effect on July 1, 2025 at 12:00 AM and shall expire at midnight, June 30, 2028.

ARTICLE 33: MUTUAL AGREEMENT

Any article in this agreement may be opened to negotiations upon mutual agreement between the elected representative of the Association and the Town.

ARTICLE 34: SEVERABILITY

In the event that any article or section of an article of this Agreement is declared to be illegal, void, or invalid in whole or in part by a Court of competent jurisdiction after all appeals, if any, have been exhausted, all other articles and sections of articles shall remain in full force and effect to the same extent that the article or section of an article declared to be illegal, void, or invalid had never been incorporated into this agreement.

ASSOCIATION

Ryan Lones, AFSCME Date

Brian Johnson, President Date

Bob Kerry, Secretary/Treasurer Date

Kirsten Hildonen, Chapter Chair Date

TOWN

Town Manager Date

LAEA TAP Salary Ranges - 7/1/25 - 6/30/26

TITLE	MINIMUM	MAXIMUM
Administrative Support Coordinator	\$68,640.00	\$89,752.00
Appraiser*	\$53,892.80	\$74,235.20
Assessment Technician*	\$48,068.80	\$65,249.60
Assistant Assessor	\$64,064.00	\$88,025.60
Assistant Building Inspector/Deputy Health Officer*	\$58,281.60	\$79,788.80
Assistant Director - Engineering & Environmental Services	\$89,502.40	\$113,401.60
Assistant Director - Public Information Coordinator	\$58,281.60	\$79,788.80
Assistant Recreation Director - PT**	\$33,269.60	\$48,994.40
Associate Planner*	\$58,344.00	\$85,363.20
Code Enforcement Officer * - PT**	\$38,321.92	\$53,886.56
Engineer	\$73,923.20	\$100,318.40
Environmental Engineer	\$80,995.20	\$115,502.40
Finance and Payroll Coordinator	\$51,438.40	\$72,508.80
Finance Assistant	\$50,523.20	\$65,520.00
GIS Manager/Comprehensive Planner	\$80,995.20	\$103,688.00
Permit Technician*	\$49,982.40	\$72,529.60
Public Works Administrative Assistant*	\$49,982.40	\$72,529.60
Senior Building Inspector/Health Zoning Officer*	\$64,417.60	\$90,417.60
Town Planner	\$82,056.00	\$107,348.80
Training Coordinator*	\$46,030.40	\$62,462.40

*Non-Exempt position.

**Range is based on part-time, 28-hour/week schedule.

LAEA TAP Salary Ranges - 7/1/26 - 6/30/27

TITLE	MINIMUM	MAXIMUM
Administrative Support Coordinator	\$70,699.20	\$92,456.00
Appraiser*	\$55,515.20	\$76,481.60
Assessment Technician*	\$49,524.80	\$67,225.60
Assistant Assessor	\$65,998.40	\$90,667.20
Assistant Building Inspector/Deputy Health Officer*	\$60,049.60	\$82,201.60
Assistant Director - Engineering & Environmental Services	\$92,206.40	\$116,812.80
Assistant Director - Public Information Coordinator	\$60,049.60	\$82,201.60
Assistant Recreation Director - PT**	\$34,274.24	\$50,464.96
Associate Planner*	\$60,112.00	\$87,942.40
Code Enforcement Officer * - PT**	\$39,472.16	\$55,517.28
Engineer	\$76,148.80	\$103,334.40
Environmental Engineer	\$83,428.80	\$118,976.00
Finance and Payroll Coordinator	\$52,998.40	\$74,692.80
Finance Assistant	\$52,041.60	\$67,496.00
GIS Manager/Comprehensive Planner	\$83,428.80	\$106,808.00
Permit Technician*	\$51,500.80	\$74,713.60
Public Works Administrative Assistant*	\$51,500.80	\$74,713.60
Senior Building Inspector/Health Zoning Officer*	\$66,352.00	\$93,142.40
Town Planner	\$84,531.20	\$110,572.80
Training Coordinator*	\$47,424.00	\$64,355.20

*Non-Exempt position.

**Range is based on part-time, 28-hour/week schedule.

LAEA TAP Salary Ranges - 7/1/27 - 6/30/28

TITLE	MINIMUM	MAXIMUM
Administrative Support Coordinator	\$72,467.20	\$94,785.60
Appraiser*	\$56,908.80	\$78,395.20
Assessment Technician*	\$50,772.80	\$68,910.40
Assistant Assessor	\$67,662.40	\$92,934.40
Assistant Building Inspector/Deputy Health Officer*	\$61,568.00	\$84,260.80
Assistant Director - Engineering & Environmental Services	\$94,515.20	\$119,745.60
Assistant Director - Public Information Coordinator	\$61,568.00	\$84,260.80
Assistant Recreation Director - PT**	\$35,133.28	\$51,731.68
Associate Planner*	\$61,630.40	\$90,147.20
Code Enforcement Officer * - PT**	\$40,462.24	\$56,915.04
Engineer	\$78,062.40	\$105,934.40
Environmental Engineer	\$85,529.60	\$121,950.40
Finance and Payroll Coordinator	\$54,329.60	\$76,564.80
Finance Assistant	\$53,352.00	\$69,201.60
GIS Manager/Comprehensive Planner	\$85,529.60	\$109,491.20
Permit Technician*	\$52,790.40	\$76,585.60
Public Works Administrative Assistant*	\$52,790.40	\$76,585.60
Senior Building Inspector/Health Zoning Officer*	\$68,016.00	\$95,472.00
Town Planner	\$86,652.80	\$113,339.20
Training Coordinator*	\$48,609.60	\$65,977.60

*Non-Exempt position.

**Range is based on part-time, 28-hour/week schedule.

LAEA Town Administrative Personnel PERFORMANCE EVALUATION

Employee Name: _____ Title: _____ Department: _____	Evaluator Name: _____ Review Period: _____ Date: _____
--	---

Members of the association shall be evaluated by their immediate supervisor at least once annually. This evaluation shall take place on or about the date of hire (or if promoted from within, the promotion date into their current position in the Association). The evaluation shall become the basis for any available merit eligibility.

INSTRUCTIONS:

1. In **SECTION I** the supervisor should provide feedback on five applicable performance dimensions. These dimensions shall be determined by the supervisor and may include the following: work quality, communications, problem solving, collaboration, decision-making, planning and organization, adaptability, leadership, flexibility, handling stress, innovation, initiative, leadership, technical knowledge, or any criteria that is pertinent to the employee's position.
**All employees in the same position shall be evaluated on the same performance criteria.*
***Supervisors will inform employees of the five criteria their position will be rated on in advance of the start of the performance period, or when the employee is hired into or promoted into a position.*
2. In **SECTION II** the supervisor should provide feedback on the progress made toward goals set in the prior year's performance evaluation, if applicable.
3. In **SECTION III** the supervisor should list significant achievements, list areas of improvement and provide a list of goals for the employee to work toward in the coming performance year. The supervisor should indicate the recommended merit increase. Employees shall be eligible for an annual merit increase as set forth in the applicable collective bargaining agreement.
4. The supervisor should review the evaluation with the employee.
5. In **SECTION IV** the employee may add comments.
6. In **SECTION V** the evaluation should be signed by the employee, supervisor, and Town Manager.

**LAEA Town Administrative Personnel
PERFORMANCE EVALUATION**

SECTION I

CRITERIA:	

CRITERIA:	

**LAEA Town Administrative Personnel
PERFORMANCE EVALUATION**

CRITERIA:	

CRITERIA:	

**LAEA Town Administrative Personnel
PERFORMANCE EVALUATION**

CRITERIA:	

SECTION II

PROGRESS TOWARD GOALS SET DURING LAST PERFORMANCE EVALUATION:

**LAEA Town Administrative Personnel
PERFORMANCE EVALUATION**

SECTION III

Achievements:

- 1. _____
- 2. _____
- 3. _____

Areas of improvement:

- 1. _____
- 2. _____
- 3. _____

Goals:

- 1. _____
- 2. _____
- 3. _____

Recommended merit increase: _____%

**LAEA Town Administrative Personnel
PERFORMANCE EVALUATION**

SECTION IV

EMPLOYEE COMMENTS:

SECTION V

* I have met with the evaluator who completed this appraisal and have had an opportunity to comment in the space above.

Employee Signature

Date

Supervisor Signature

Date

Town Manager Signature

Date

AFSCME STRONG

AFSCME Council 93

☐ **Yes! I am AFSCME Strong.**
I want a strong voice at work and in my community

Yes, sign me up to:

- ☐ Talk to colleagues at work about AFSCME
- ☐ Make phone calls to AFSCME members for campaigns
- ☐ Knock AFSCME member doors during campaigns

Membership Application

American Federation of State, County and Municipal Employees Membership and Authorization for Dues Deduction

I hereby apply for membership in Council 93 (hereafter "Union") and I agree to abide by its Constitution and Bylaws. I authorize the Union and its successor or assignee to act as my exclusive bargaining representative for purposes of collective bargaining with respect to wages, hours and other terms and conditions of employment with my Employer.

Effective immediately, I hereby voluntarily authorize and direct my Employer to deduct from my pay each pay period, regardless of whether I am or remain a member of the Union, the amount of dues certified by the Union, and as they may be adjusted periodically by the Union, and to authorize my Employer to remit such amount monthly to the Union.

This voluntary authorization and assignment shall remain in effect in accordance with the applicable collective bargaining agreement. If the applicable collective bargaining agreement or state statute does not address revocation, then this voluntary authorization and assignment shall be irrevocable, regardless of whether I am or remain a member of the Union, for a period of one year from the date of execution or until the termination date of the collective bargaining agreement (if there is one) between the Employer and the Union, whichever occurs sooner, and for year to year thereafter unless I give the Employer and the Union written notice of revocation not less than ten (10) days and not more than twenty (20) days before the end of any yearly period, or in accordance with state statute. The applicable collective bargaining agreement is available for review, upon request. This card supersedes any prior check-off authorization card I signed.

I recognize that my authorization of dues deductions, and the continuation of such authorization from one year to the next, is voluntary and not a condition of my employment.

In order to comply with Internal Revenue Service rulings, be advised that your membership dues are not deductible for federal income tax purposes. However, they may be tax deductible as ordinary and necessary business expenses.

☐ New Member

PLEASE PRINT LEGIBLY.

☐ Re-commit

291

Local Number

Town of Londonderry

Employer

Last Name

First Name

M.I.

Street Address

Apt. No.

City

State

ZIP Code

SSN (last four digits)

Employee ID #

Job Title

Cell Phone

Personal E-mail Address

By providing my cell phone number, I understand that AFSCME and its affiliates may use automated calling technologies and/or text message me on my cell phone on a periodic basis. Carrier message and data rates may apply to such texts.

Signature

Date

Contribution Form

AFSCME PEOPLE
 Become a PEOPLE MVP for \$8.35/ month (\$100 annually)

**AFSCME
PEOPLE**

I hereby authorize my employer and associated agencies to deduct, each pay period, the amount certified as a voluntary contribution to be paid to the treasurer of American Federation of State, County and Municipal Employees PEOPLE, AFSCME, AFL-CIO, P.O.

Deduction Per Pay Period
☐ \$5 ☐ \$10 ☐ \$15
☐ Other \$ _____ each pp

Circle jacket size.
 S M L XL 2XL Other _____

For Office Use Only

☐ JACKET RECEIVED

Box 65334, Washington, D.C. 20035-5334, to be used for the purpose of making political contributions and expenditures. My contribution is voluntary, and I understand that it is not required as a condition of membership in any organization, or as a condition of continued employment, and is free of reprisal. I understand that any contribution guideline is only a suggestion and I am free to contribute more or less than that amount and will not be favored or disadvantaged due to the amount of my contribution

or refusal to contribute, and that I may revoke this authorization at any time by giving written notice.

Signature

Date

In accordance with the federal law, AFSCME PEOPLE will accept contributions only from members of AFSCME and their families. Contributions from other persons will be returned. Contributions or gifts to AFSCME PEOPLE are not deductible as charitable contributions for federal income tax purposes.

PLEASE PRINT LEGIBLY.

Last Name

First Name

M.I.

Street Address

Apt. No.

City

State

ZIP Code

SSN (last four digits)

Employee ID #

Occupation

Local Number

Employer

Cell Phone

Home Phone

By providing my cell phone number, I understand that AFSCME and its affiliates may use automated calling technologies and/or text message me on my cell phone on a periodic basis. Carrier message and data rates may apply to such texts.

Personal E-mail Address

American Federation of State, County & Municipal Employees, Council 93, AFL-CIO**77 Sundial Ave, Suite 104W • Manchester, NH 03103 • Phone: (603) 606-6723****Website: www.afscme93.org****Membership Rejection Statement**

I hereby decline membership in AFSCME Council 93, Local 291, I acknowledge and agree to the following:

1. I have been offered the opportunity to join AFSCME as a dues paying member by signing the attached membership application, but have declined to do so, and as a full dues paying member of the Union in good standing, I would be entitled to full representation at no additional cost to me.
2. If I seek to have the Union represent me in any future proceedings, I shall pay AFSCME the full cost of any representation services that I receive. An initial deposit of one thousand dollars (\$1,000.00) for retainer of services will be submitted along with any supporting documentation to the AFSCME Staff Representative, AFSCME Council 93, 77 Sundial Ave Suite 104W, Manchester, NH 03103. This retainer shall be used to pay for initial steps required for representation, attorney services, support services, their expenses, arbitration, arbitrator's services and/or fees, plus any other expenses the Union may rightfully charge for including but not limited to postage, photocopies, duplication of audio or video files, storage disks, transcriptions, etc.
3. Failure to notify the Union in writing of your desire to be represented by the Union, shall constitute a waiver of Union representation.
4. If the cost of representation, as outlined below in the fee schedule, exceeds the one thousand dollar (\$1,000.00) deposit, I agree to pay the balance owed as billed by AFSCME, prior to proceeding with the investigation or to the next progressive step in the grievance procedure. If the undersigned fails to comply with the payment of any/all fees within fifteen (15) days of being invoiced by the Union, I understand that the grievance shall be withdrawn. The contractual grievance procedure time frames shall not be extended pending payment of said invoice.
5. If the cost of representation, as outlined below, is less than the one thousand dollar (\$1,000.00) retainer, the unused portion shall be returned to the undersigned.
6. Pursuant to the Parties Collective Bargaining Agreement, AFSCME is the only party that can appeal a grievance to arbitration.
7. The Union reserves the right to review any and all grievances filed for arbitration, and all grievances shall be subject to the same internal review process as a full dues paying member of the Union.

Fee Schedule as of July 2017*:

Attorney	-	\$250.00/hour plus expenses
Staff Representative	-	\$125.00/hour plus expenses
Research Fees	-	\$100.00/hour plus expenses
Support Services	-	\$75.00/hour
Arbitration	-	<u>All</u> costs incurred in arbitration including but not limited to filing fees and expenses

Please print the following information:

Name: _____

Street: _____ City: _____ State: _____ Zip: _____

Job Title: _____ Employer: _____ Work Location: _____

Signature: _____ Date: _____

**This fee schedule is subject to review and change at anytime*

AGREEMENT BETWEEN

THE TOWN OF LONDONDERRY

AND

**AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES**

~ ~ LOCAL 1801 ~ ~

JULY 1, 2025 THROUGH JUNE 30, 2028

TABLE OF CONTENTS

AGREEMENT	3
ARTICLE 1 RECOGNITION	3
ARTICLE 2 NON-DISCRIMINATION	3
ARTICLE 3 MANAGEMENT RIGHTS.....	4
ARTICLE 4 DEFINITIONS.....	4
ARTICLE 5 WAGES AND HOURS	5
ARTICLE 6 HOLIDAYS	8
ARTICLE 7 PROMOTIONS AND TRANSFERS.....	9
ARTICLE 8 VACATIONS	10
ARTICLE 9 SICK LEAVE	11
ARTICLE 10 ACCRUAL OF SICK AND VACATION TIME ON LEAVE	13
ARTICLE 11 SECONDARY DRUG TESTING	13
ARTICLE 12 PERSONAL DAYS.....	13
ARTICLE 13 MILITARY LEAVE	14
ARTICLE 14 JURY DUTY.....	14
ARTICLE 15 DISCIPLINARY PROCEDURES	14
ARTICLE 16 GRIEVANCE PROCEDURES.....	15
ARTICLE 17 UNIFORMS	16
ARTICLE 18 SAFETY.....	17
ARTICLE 19 BEREAVEMENT LEAVE.....	17
ARTICLE 20 RATINGS	17
ARTICLE 21 WORKERS' COMPENSATION	18
ARTICLE 22 INSURANCE	18
ARTICLE 23 WAGES	20
ARTICLE 24 LONGEVITY	20
ARTICLE 25 MATERNITY LEAVE	20
ARTICLE 26 BULLETIN BOARDS	20
ARTICLE 27 UNION BUSINESS	21
ARTICLE 28 SENIORITY	21
ARTICLE 29 PAYROLL DEDUCTION OF DUES	22
ARTICLE 30 FAMILY AND MEDICAL LEAVE	23
ARTICLE 31 EDUCATION INCENTIVE	23
ARTICLE 32 NO STRIKE AGREEMENT	24
ARTICLE 33 TERMINATION	24
ARTICLE 34 DURATION OF THE AGREEMENT	24
APPENDIX A WAGE SCALES	
APPENDIX B MEMBERSHIP APPLICATION (ATTACHED)	
APPENDIX C MEMBERSHIP REJECTION STATEMENT (ATTACHED)	

AGREEMENT

THIS AGREEMENT is made and entered into by the Town of Londonderry (hereinafter called the Town) and Local 1801 of the American Federation of State, County and Municipal Employees (hereinafter called the Union) representing the unit employees as per PELRB Certification, Case No. A-0563 except as modified by mutual agreement of the parties through petition to the PELRB for unit modification and provided in ARTICLE I – RECOGNITION, Section 2 of this Agreement.

WHEREAS the Union is certified by the New Hampshire Public Employee Labor Relations Board as the exclusive representative of the unit employees of the Town.

NOW, THEREFORE, the parties hereto contract and agree with each other as a result of collective bargaining as follows:

The Union represents all unit employees for the purpose of bargaining with respect to wages, hours and other conditions of employment as defined by statute RSA 273: A-1(XI).

ARTICLE 1 RECOGNITION

Section 1 Whenever used in this Agreement, the word “employees” shall refer only to a person, or persons actively and regularly engaged in the Department’s work or enrolled on the regular payroll of the Town.

Section 2 The Town hereby recognizes that the Union is the sole and exclusive representative of all employees who are part of the recognized bargaining unit as follows:

TOWN HALL OFFICE

Accounts Payable Clerk
Clerk’s Assistant (Part-Time)
Clerk’s Assistant (Full-Time)
Department Assistant (Part-Time)
Department Assistant (Full-Time)
Land Use Assistant (Part-Time)
Land Use Assistant (Full-Time)
Payroll Clerk

HIGHWAY

Assistant Foreman (Buildings & Grounds)
Assistant Foreman (Chief Mechanic)
Assistant Foreman (Highway)
Equipment Operator
Foreman
General Laborer
Mechanic/Equipment Operator
Truck Driver/Laborer

POLICE DEPARTMENT

Custodian
Police Department Facilities Manager

ARTICLE 2 NON-DISCRIMINATION

Section 1 The Town agrees that there shall be no discrimination, harassment, interference, restraint, or coercion by the Town or any of its authorized agents against any employee because of his or her membership in the Union or because of presenting a grievance or against any employee who

may represent others in the discharge of his or her duties as a member of any committee of the Union.

Section 2

The Town and the Union agree they shall not unlawfully discriminate against any employee because of such employee's race, color, religion, sex, age, marital status, sexual orientation, disability, gender identity or national origin or because he/she is a disabled veteran, a veteran of the Vietnam era or on the basis of political affiliation.

ARTICLE 3

MANAGEMENT RIGHTS

Section 1

The direction of Department operations and the determination of the methods and the means by which such operations are to be conducted shall be the function of the Board and Management. All rights and responsibilities not specifically modified by this agreement shall remain the function of Management and the Board and in accordance with the provisions of RSA 273: A1.

Section 2

It shall be the right of the Union, however, to present and process grievances of its members whose wages, working conditions or status of employment are changed as a result of Management's exercising the above-mentioned rights, whenever such grievances exist.

ARTICLE 4

DEFINITIONS

Section 1

Probation

A probationary period must apply to all employees during the first six (6) months of the date of their original employment and from the date of promotion. Upon successful completion of probation, the Employee shall receive regular appointment to their designated position or classification. During the probationary period, a new employee may be dismissed for any cause at the sole discretion of the Department Head.

Section 2

Regular Full-Time Employees

Employees who have successfully completed a probationary period and who are assigned to a regular workweek of forty (40) hours.

Section 3

Regular Part-Time Employees

Employees who have successfully completed a probationary period and are assigned to a regular workweek of at least twenty (20) hours and less than forty (40) hours. Except as otherwise provided in this Agreement accruals, holiday pay and personal pay for regular part-time employees will be on a pro-rata basis in accordance with the employee's regular work schedule and regular rate of pay.

Section 4 Part-Time Employees

Employees who are assigned to a workweek of twenty hours or less. Part-time employees are not eligible to receive any accruals, holiday pay or personal pay.

Section 5 Temporary Employees

Employees who are employed for a predetermined length of time not to exceed one (1) year or are otherwise not intended to fill positions permanently. Unless specifically noted, temporary employees are exempt from the provisions of this Agreement.

ARTICLE 5 **WAGES AND HOURS**

Section 1 The normal workweek shall be as follows:

POSITION	WORKWEEK	HOURS/WEEK	DAILY SCHEDULE
Town Office Personnel			
Accounts Payable Clerk	Mon - Fri	40	8:30 a.m. – 5:00 p.m.
Clerk's Assistant (Full-Time)	Mon – Fri	40	8:30 a.m. – 5:15 p.m.
Clerk's Assistant (Part-Time)	Mon – Fri	28	TBD by Department Head
Department Assistant (Full-Time)	Mon – Fri	40	8:30 a.m. – 5:00 p.m.
Department Assistant (Part-Time)	Mon – Fri	32	TBD by Department Head
Land Use Assistant (Part-Time)	Mon – Fri	28	TBD by Department Head
Land Use Assistant (Full-Time)	Mon – Fri	40	8:30 a.m. – 5:00 p.m.
Payroll Clerk	Mon - Fri	40	8:30 a.m. – 5:00 p.m.
Police Department Personnel			
Custodian	Sun – Sat	20 – 24	Flexible, some days/evenings at discretion of Facilities Manager or Chief of Police
PD Facilities Manager	Mon – Fri	40	5:30 a.m. – 2:00 p.m.

Daily scheduled start and end times may be mutually agreed to by the employee, department head, and Union and subject to approval by the Town Manager.

Highway Division Personnel

Assistant Foreman (Chief Mechanic)	Mon – Fri	45	7:00a.m. - 4:30p.m.
Assistant Foreman (Highway)	Mon – Fri	45	7:00a.m. - 4:30p.m.
Assistant Foreman (Buildings & Equipment Operator	Mon – Fri	45	7:00a.m. - 4:30p.m.
Foreman	Mon – Fri	45	7:00a.m. - 4:30p.m.
General Laborer	Mon – Fri	45	7:00a.m. - 4:30p.m.
Mechanic/Equipment Operator	Mon – Fri	45	7:00a.m. - 4:30p.m.
Truck Driver/Laborer	Mon – Fri	45	7:00a.m. - 4:30p.m.

- Section 1.a Highway Department employees shall be compensated for forty (40) hours at straight time pay and five (5) hours at time and one half.
- Section 2 Overtime
- Section 2.a All time worked in excess of eight (8) hours in any one (1) day or forty (40) hours in any one (1) week shall be paid at the rate of time and one-half. Paid leave occurring during the week shall be counted as hours worked for the purpose of determining the forty (40) straight time hours.
- Section 2.b Employees in the AFSCME bargaining unit shall be paid double-time for all work performed in excess of sixteen (16) consecutive hours as a result of snow or other major emergencies as determined by the departments involved.
- Section 2.c When an employee is relieved from duty by the Director of Public Works, or his/her designee, because of long hours of work or exhaustion as the result of Town emergencies; said employee will not be required to return to work before six (6) hours have expired. If called back for emergency work in less than six (6) hours, an employee will be paid at time and one-half pay until his/her regular shift commences.
- Section 2.d Overtime will be offered on a rotating basis to those qualified in work normally assigned on the basis of seniority so that overtime may be distributed as equally as possible. In maintaining the overtime list employees who refuse or are not available shall be charged with the hours they would have otherwise been eligible for.
- Section 3 Temporary Employees
- No temporary or part-time employees shall be assigned overtime work until all regular employees have had the opportunity for such assignment and have turned it down.
- Section 4 Call Back
- Section 4.a Any employee who has left their place of employ and is re-called to work prior to the next normal shift will be paid for a minimum of three (3) hours at the rate of time and one-half; provided, further, that an employee who is called back for overtime or emergency work and who completes the required task and returns to his residence within the three (3) hour minimum guarantee may be called back for additional emergency or overtime without an additional three (3) hour minimum work guarantee, except as otherwise provided below.
- Section 4.a(i) Employees who return to work prior to the next normal shift for attendance at Board or Commission meetings, for which the employee's job description requires their attendance shall be compensated for the actual hours worked, or, if the meeting's duration is less than three (3) hours, the employee may perform meeting-related duties after the meeting. The amount of time worked under these circumstances,

including the meeting, shall not exceed a total of three (3) hours. Employees shall be compensated at the rate of time and one-half for all time actually worked.

Section 4.b It is the purpose and intent of this Section to assure an employee of at least three (3) hours pay allowance at overtime rates for the inconvenience of being called back to work between the normal shifts, but not to be separately paid for several call-backs within the three hour minimum guarantee outlined in the previous subsection of this Section.

Section 5 Lunch and Rest Breaks

Rest Breaks:

- One fifteen (15) minute paid break mid-morning.
- One fifteen (15) minute paid break mid-afternoon.

Lunch Breaks:

- One thirty (30) minute unpaid break mid shift for Highway Division personnel
- One forty-five (45) minute unpaid break mid shift for Town Office personnel with an 8.75-hour daily work schedule (example: 8:30 – 5:15).
- One thirty (30) minute unpaid break mid shift for Town Office personnel with an 8.5-hour daily schedule (example: 8:30 – 5:00).

Breaks may not be combined without prior approval from the Department Head.

Section 6 Sunday Work

Full-time employees who are required to perform work on Sundays shall be compensated at the rate of time and one-half their regular hourly rate of pay for such hours of work.

Section 7 Standby

Employees, during their normal off duty hours, on Stand-by duty must be in immediate communication with their department during the stand-by period and available to report to work on immediate notice and shall be compensated at the rate of fifteen dollars (\$15.00) per Stand-by day for each day Monday through Friday and twenty dollars (\$20.00) per day Saturday, Sunday and Holidays.

For the purpose of the Article, a Stand-by day shall mean either (i) sixteen (16) consecutive hours of off duty time immediately after an employee has worked pursuant to his/her normal work schedule, or (ii) twenty-four (24) consecutive hours of duty time when an employee is not assigned to work pursuant to his/her normal work schedule. There shall be no reduction of the Stand-by rate of fifteen dollars (\$15.00) or twenty dollars (\$20.00) per Stand-by day as defined in the preceding

sentence in the event an employee on Stand-by is called in and reports to work.

Section 8 Travel Allowance

Section 8.a The Town will reimburse employees at the rate established by the Town for vehicle usage when personal vehicles are utilized for Town business other than normal transportation to and from work.

Section 8.b Foremen and Assistant Foreman may be allowed to take home their assigned vehicles after conclusion of his/her work shift.

ARTICLE 6 **HOLIDAYS**

Section 1 All Regular Full-Time and Regular Part-Time employees shall be paid the following named holidays at their standard daily rate. Should a holiday fall on a Sunday and be celebrated on a Monday, all regular employees shall be paid for this day. Should a holiday fall on a Saturday, the preceding Friday shall be considered to be the holiday. Regular Part-Time Employees receive holiday pay on a pro-rata basis for any holidays that fall on one of their regularly scheduled workdays. For example, assume a Regular Part-Time employee works 6 hours/day on Mon/Wed/Fri., and a holiday falls on a Monday. Said employee would be paid 6 hours holiday pay for that Monday. If the holiday falls on a Tuesday or Thursday, said employee would not be paid holiday pay for that holiday.

New Years Day

Veteran's Day

President's Day

Thanksgiving

Memorial Day

Day After Thanksgiving

Independence Day

½ Day Before Christmas

Labor Day

Christmas Day

Columbus Day

½ Day Before New Year's Day

*Floating Holiday

*Scheduled at employee discretion subject to prior notice and needs of the Department.

Section 2 All work performed on a holiday shall be at the rate of time and one-half over and above the eight (8) hours pay for the holiday for all hours worked.

Section 3 Employees shall forfeit holiday pay in the event the employee is absent without authorization on the last scheduled workday prior to the holiday or the first workday following the holiday.

Section 4 An employee on leave (e.g. personal leave of absence, workers' compensation leave, short-term disability leave, long term disability leave, FMLA leave and/or disciplinary leave) will not receive holiday pay while on leave.

Section 5 The floating holiday is "use it or lose it" during each fiscal year. Any unused floating holiday will not be paid out upon separation, regardless of whether the separation is voluntary or involuntary.

ARTICLE 7 PROMOTIONS AND TRANSFERS

Section 1 The Town reserves and shall have the right to make promotions and lateral transfers primarily on the basis of qualifications and performance of duty but shall be governed by seniority where equal qualifications and performance of duty.

Section 2 Whenever possible promotions or transfers shall be made from the ranks of regular employees who are employed by the Town at the time of such promotion or transfer.

Section 3 All new positions, promotions or transfers, other than temporary promotions or transfers, shall be posted on the Town and Union bulletin boards as well as online for ten (10) working days such that the posting period will cover two (2) work weeks and interested employees shall have the opportunity to apply for such openings. Postings shall include the job description, qualifications, wage scale, hours per week and daily work schedule. Temporary promotions or transfers shall be for scheduled or unexpected absences normally not to exceed six months or for a period normally not to exceed two months when a position is vacant but is expected to be repopulated. Duration of temporary promotions or transfer may be extended with the mutual agreement of both parties.

Section 3.1 Positions that are posted in accordance with this Section will be filled as soon as possible following the closing of the search for replacements/hires for such positions.

Section 4 All employees must be given a probationary period of six (6) months to learn any new job to which they are promoted or transferred.

Section 5 The Town shall pay the cost and expense of training or education approved by the Town as job related not to exceed the budgeted amount. Every effort will be made to notify employees of approved job-related courses in short seminars being offered by the Town.

Section 5.1 Mileage will be reimbursed at the rate set by the Town to the employee for vehicle usage when personal vehicles are utilized to attend training or education programs.

ARTICLE 8 VACATIONS

Section 1 Vacation eligibility shall begin to accrue from the date of hire for Regular Full-Time and Regular Part-time employees. Vacation accruals (for the previous month) are granted after the conclusion of each calendar month. Employees shall accrue vacation time on the following schedule:

LENGTH OF CONTINUOUS SERVICE	VACATION ACCRUAL RATE (HOURS PER MONTH)	DAYS PER YEAR
DOH (date of hire) through end of employee's first calendar month	6.66*	
Completion of 2nd calendar month through the end of the 60 th calendar month	6.66	10
Completion of 61 st calendar month through completion of 120 th calendar month	10.00	15
Completion of 121 st calendar month through completion of 239 th calendar month	13.33	20
Completion of 240 th calendar month through separation	16.66	25

*Newly hired employees will be granted a pro-rated vacation accrual based upon the number of days worked in their first month.

Section 2 Requests by an employee to take vacation accrued in advance of the schedule provided in section 1 shall be submitted through the Department Head for Town Manager approval.

Section 3 Employees may accrue vacation up to two (2) times the yearly total to which the employee is entitled, provided the two (2) times threshold is never exceeded. In the event an employee exceeds the two (2) times threshold at any time such excess accrual shall be forfeited.

Section 4 Vacation time shall be taken according to a sign-up schedule which shall be posted during the calendar month of May. All members shall indicate their schedule of preference. In instances of conflict, the rule of departmental seniority shall govern. Number of persons who may take a vacation at any one time shall be determined at the sole discretion of the Department Head.

- Section 5 When an employee terminates his/her employment with the Town for any reason other than cause, he/she shall be compensated for 100% of all accrued vacation provided that the employee has given at least two (2) weeks advance notice of his/her intent to terminate employment with the Town. In the event of the employee's death, his/her beneficiary(ies) shall be entitled to be compensated for 100% of the deceased employee's unused vacation.
- Section 6 Any portion of accrued leave payable which would result in a supplemental assessment by NHRS to the Town shall be made 121 days following the last day of employment.
- Section 7 The provisions of this Article shall apply to Regular Part-Time employees on a pro-rata basis

ARTICLE 9 SICK LEAVE

- Section 1 Sick leave shall be granted at the rate of one and one quarter (1 1/4) day per month. For employees on roll as of 6/30/09, sick leave shall become due as earned at the end of the month and may accumulate, if not used, to a maximum of one hundred (100) days, except that any employee with an accumulation in excess of one hundred (100) days as of July 1, 2003, shall be grandfathered at the higher accumulated amount.
- For eligible employees hired on or after 7/1/09, sick leave shall become due as earned at the end of the month and may accumulate, if not used, to a maximum of sixty (60) days.
- Section 2 The Town shall have the right at all times to investigate any sickness claimed by an employee. At the discretion of the Department Head or Town Manager, a doctor's certificate may be required for absence due to illness. When such certificate is required for three or more days of absence, it shall be at the expense of the employee. When a doctor's certificate is required for less than three days, it shall be at the expense of the Town. If the absence is for an FMLA-qualifying reason, the provisions of the Town's FMLA policy shall control.
- Section 3 Sick leave may be used for actual non-work-related sickness or injury of the employee. Sick leave may be used for an instance of illness of a member of the employee's immediate family not to exceed eight (8) working days per year. For purposes of this Section, immediate family shall be husband, wife, dependent child or parent of either the employee or employee's spouse. The Town shall have the right at all times to investigate absences related to an employee's immediate family on the same basis as provided in Section 2 above. If the absence is for an FMLA-qualifying reason, the provisions of the Town's FMLA policy shall control.

Section 4 At the time of voluntary termination of employment or layoff, an employee shall be entitled to receive compensation of up to ten (10) days of his/her remaining accrued sick leave.

4.1: For employees on roll as of 6/30/09, upon retirement, the employee shall be eligible to receive twenty (20) additional days provided said employee has at least ninety-five (95) days of unused, accrued sick leave at the time of retirement.

4.1a: For eligible employees hired on or after 7/1/09, upon retirement, the employee shall be eligible to receive ten (10) additional days provided said employee has at least fifty- five (55) days of unused, accrued sick leave at the time of retirement.

4.2: For employees on roll as of 6/30/09, in the event termination of employment shall be the result of an employee's death, his/her beneficiaries shall be entitled to receive compensation for up to ten (10) days of his/her remaining accrued sick leave or thirty (30) days in the event the employee was eligible for retirement and had at least ninety-five (95) days of accrued unused sick leave.

4.2a: For eligible employees hired on or after 7/1/09, in the event termination of employment shall be the result of an employee's death, his/her beneficiaries shall be entitled to receive compensation for up to ten (10) days of his/her remaining accrued sick leave or twenty (20) days in the event the employee was eligible for retirement and had at least fifty-five (55) days of accrued unused sick leave.

4.3: Any portion of accrued leave payable which would result in a supplemental assessment by NHRS to the Town shall be made 121 days following the last day of employment.

Section 5 Notification of absence shall be given during the first (1st) hour of the employee's scheduled shift. If such notification is not made, such absence may, at the discretion of the head of the department, be applied to absence without pay.

Section 6 If an employee has no sick leave credits an absence shall be charged at the discretion of the head of the department, to leave without pay, or vacation leave. If the latter is used, the employee must first approve of its use. However, if the absence is for an FMLA-qualifying reason, the provisions of the Town's FMLA policy shall control.

Section 7 Any non-work-related accident or illness in excess of fourteen (14) consecutive calendar days shall be treated in accordance with ARTICLE 20 INSURANCE, SECTION 5 SHORT TERM DISABILITY.

Section 8 Employees who are re-employed following an absence of not more than one year shall be credited with their remaining unused sick leave, exclusive of payment made in accordance with Section 4 of this Article as of their termination date, providing that the absence was due to: (a) illness of the employee and not because of illness of the immediate family; (b) dismissal through no fault or delinquency attributable solely to such employee; or (c) injury while in the service of the Town in the line of duty and for which the employee would be entitled to receive worker's compensation benefits.

Section 9 Sick leave abuse shall constitute grounds for disciplinary action.

ARTICLE 10 ACCRUAL OF SICK AND VACATION TIME WHILE ON LEAVE

Section 1 An employee who is receiving wage replacement benefits through ~~on~~ short-term disability, workers' compensation or New Hampshire Paid Family Medical Leave will continue to accrue vacation time and sick time

Section 2 An employee on unpaid leave (including unpaid FMLA leave and unpaid disciplinary leave) will NOT accrue vacation time and sick time during such unpaid leave.

Section 3 Employees who are receiving long-term disability payments from the Town's carrier will not accrue vacation time and sick time while on long-term disability leave.

ARTICLE 11 SECONDARY DRUG TESTING

Section 1 This Article applies to those employees who conduct a safety-sensitive function or operate a commercial motor vehicle for the Town. If during a mandatory DOT drug test the employee has a positive result, the employee may choose to have a secondary test conducted, at the expense of the employee, in which the testing uses Hair Follicle samples. Accepted practices for collection and sample chain of custody shall be followed. If an employee passes the secondary drug test, the Town shall reimburse the employee for the entire secondary drug test.

ARTICLE 12 PERSONAL DAYS

Section 1 Regular full-time and regular part-time employees shall be granted one (1) paid personal day per fiscal year at their standard daily rate. The provisions of this Article shall apply to Regular Part-Time employees on a pro-rata basis.

Section 2 Scheduling shall be with the approval of the department head and may be taken in one-half ($\frac{1}{2}$) day increments.

Section 3 There shall be no carry-over of personal days from one fiscal year to the next, and any unused personal day shall not be paid upon separation, regardless whether the separation is voluntary or involuntary.

ARTICLE 13 MILITARY LEAVE

Section 1 In situations where it is required that an employee fulfill a two-week annual military obligation, the Town agrees to pay the difference between the employee's regular salary and the base pay received from the military based on satisfactory evidence of such service and pay provided to the employee's immediate supervisor.

ARTICLE 14 JURY DUTY

Section 1 An employee who is called as a juror shall assign payment received by the employee ("sign over" the checks) for such service to the Town and will receive their regular rate of pay (budget wage less normal deductions, not including overtime) except that in no event shall an employee be expected to assign an amount in excess of his/her regular rate of pay.

Section 2 Employees who are called to jury duty and are excused from jury duty for a day or any portion thereof during their normal work schedule shall be required to report to their regular work assignment as soon as is reasonably possible after being excused.

Section 3 Satisfactory evidence of such service must be submitted to the employee's immediate supervisor.

ARTICLE 15 DISCIPLINARY PROCEDURES

All disciplinary action shall be in a fair manner and shall be consistent with the infraction for which the disciplinary action is being taken.

All suspensions and discharges shall be stated in writing and a copy given to the employee and the Union at the time of suspension or discharge.

Disciplinary action will normally be taken in the following order:

- a. Verbal Warning
- b. Written Warning
- c. Suspension Without Pay
- d. Discharge

No employee shall be penalized, disciplined, suspended or discharged without just cause.

Reference(s) to verbal warnings or written reprimands in an employee's personnel record shall be admissible beyond one (1) year only to show or demonstrate the employee's prior knowledge of a rule, or performance criteria at issue, and will not be used beyond one (1) year for the purpose of progressive discipline or movement of personnel (promotions, transfer, etc.). Nothing in this section is intended to reduce the just cause standard except for limiting the admittance of prior discipline as described above.

Suspensions in an employee's personnel record shall be admissible beyond three (3) years only to show or demonstrate the employee's prior knowledge of a rule, or performance criteria at issue, and will not be used beyond three (3) year for the purpose of progressive discipline or movement of personnel (promotions, transfer, etc.). Nothing in this section is intended to reduce the just cause standard except for limiting the admittance of prior discipline as described above.

ARTICLE 16 GRIEVANCE PROCEDURE

Section 1

Section 1.a A grievance under this Article is defined as an alleged violation of any of the provisions of this Agreement.

Note: An employee who has a "complaint" may take up the complaint with his/her immediate supervisor verbally before processing the complaint as a formal grievance. The immediate supervisor shall give his/her answer within three (3) working days. It is anticipated that nearly all complaints can be resolved informally without grievance. An employee may be accompanied by a Union representative and/or witness at the time of presenting the complaint.

Section 1.b Each grievance must be submitted in writing by the Union and must contain a statement of the facts surrounding the grievance, the provisions of the Agreement allegedly violated, the relief sought and the extent to which the grievant has sought an informal adjustment of the grievance.

Section 2 Procedure

Step One

An employee or the Union desiring to process a grievance must file a written statement of the grievance to the Department Head no later than ten (10) working days from the date of the event giving rise to the grievance or the date the employee or Union could reasonably have first been made aware of the event. The Department Head shall meet with the employee and the Union within five (5) working days following receipt of the notice and shall give a written decision within five (5) working days thereafter.

Step Two

If the employee or the Union is not satisfied with the decision of the Department Head, he/she may file, within ten (10) working days following the decision, a written appeal with the Town Manager setting forth the specific

reasons why he/she believes the Agreement is being violated by the Town action in question. The Town Manager shall acknowledge the appeal and set, within five (5) working days of receipt of the appeal, a calendar date for an informal hearing. Said hearing shall be calendared for a date/time no more than thirty (30) calendar days from the date of the appeal and the Town Manager shall render a written decision within seven (7) working days thereafter.

Step Three

If the employee or the Union is not satisfied with the decision of the Town Manager, the Union may file, within twenty (20) working days following receipt of the decision of the Town Manager, a written request for arbitration to the Public Employee Labor Relations Board under its rules and regulations. The decision of the arbitrator shall be final and binding on the parties.

Section 3 If the Union fails to submit such written request to the PELRB within twenty (20) working days of the Town Manager's decision, the grievance shall be deemed abandoned, and no further action shall be taken with respect to the grievance.

Section 4 The cost of the arbitrator shall be borne equally by the Town and the Local with each party responsible for its own costs.

Section 5 The foregoing time limitations may be extended by mutual agreement of the parties.

Section 6 The employee/grievant has the right to be represented at all steps of the Grievance Procedure.

ARTICLE 17 UNIFORMS

Section 1 The Town shall provide employees of the Highway Department, through a cleaning vendor, eleven (11) sets of uniforms, two (2) jackets (winter) and one (1) pair of summer coveralls at the Town's expense.

Section 2 The Town shall provide employees of the Highway Department a boot allowance of up to \$300 to be exercised July 1 of each year which shall cover the cost of safety shoes or boots. Custodians shall be granted an allowance of up to \$175 for one (1) pair of boots per year. Style, design and vendor shall be pre-approved by the Department Head. Payment will be made directly to the vendor by the Town.

Section 3 The Town shall provide Custodians three (3) long sleeve shirts, three (3) short sleeve shirts, four (4) pants, one (1) pair of boots, one (1) summer jacket and one (1) winter jacket. Items, style and design of all items and choice of vendor shall be pre-approved by the Department Head or Town Manager. Payment will be made directly to the vendor by the Town.

Section 4 Any employee may opt to refuse uniform equipment as provided in Section 1, 2 or 3 above. However, any employee who accepts such equipment must wear the provided equipment as a condition of employment except as excused by the functional Department Head.

Section 5 Any items provided for in Section 3 above that do not bear Town logo and can be worn off duty are subject to Federal Income Tax. The Town will affix logo to all clothing/boots provided for in this Article

ARTICLE 18 SAFETY

The Town endorses the concept of safety and hereby pledges that it will, to the maximum degree practical, maintain safe working conditions for the employees within the unit.

The Town shall have the right to make regulations for the safety and health of its employees and the manner in which work is performed during their hours of employment. Representatives of the Departments and the Union shall meet quarterly at the request of either party to discuss such regulations. The Union agrees that its members who are employed by the Town will comply with the rules and regulations relating to safety, economy, continuity and efficiency of services to the Town and the Public.

The Town agrees to furnish raincoats and rain boots for all employees for whom such issues are necessary. All replacements of previous issues shall be made only when an article is turned in or exchanged for the one issued.

The Town shall furnish work gloves when needed for all work performed on existing sewer lines, brush and refuse collection.

The Divisions where Local 1801 bargaining units are located shall furnish employees with a locker with a lock where appropriate.

Any items provided for above that do not bear Town logo and can be worn off duty are subject to Federal Income Tax. The Town will affix logo to all clothing/boots provided for in this Article

ARTICLE 19 BEREAVEMENT LEAVE

Section 1 Bereavement leave of three (3) working days with pay shall be granted an employee in the event of death of his/her:

Spouse/Partner	Brother/Stepbrother	Son/Stepson	Grandmother	Uncle
Father	Brother-In-Law	Son-In-Law	Grandfather	Aunt
Father-In-Law	Sister/Stepsister	Daughter/Stepdaughter	Grandchild	Nephew
Mother	Sister-In-Law	Daughter-In-Law		Niece
Mother-In-Law				

Section 2 Under extenuating circumstances, two (2) additional days may be granted with pay under Section 1 of this Article with written approval of the Department Head.

ARTICLE 20 RATINGS

Section 1 An employee may be temporarily assigned to the work of any position of the same or lower grade without a change in pay. Upon cessation of such temporary assignment, said employee shall be restored to his/her original

position.

Section 2 When an employee works on a temporary assignment in a higher position for a period of four (4) hours or more, such employee shall receive the pay rate of that class for the full day (eight hours).

ARTICLE 21 WORKERS' COMPENSATION

Section 1 All employees of the Town who are injured or incur a job-related illness while in the performance of their duties shall receive any difference between their Workers' Compensation award and their base pay while on injury/illness for a period of ninety (90) calendar days from date of such injury or illness. Following the period of ninety (90) calendar days, employees may utilize any accrued vacation, sick leave, or personal days to cover any differential between their workers' compensation benefits and their regular base pay subject to all applicable deductions. The employee shall be responsible for payment of any contractual deduction (e.g. health insurance); failure to meet such payment for such obligations shall result in cancellation of the applicable benefit.

ARTICLE 22 INSURANCE

Section 1.a In years one and two of the agreement the Town shall contribute towards the cost of health insurance selected by eligible Regular Full-Time Employees as follows: 100% of the premium for Lumenos - High-Deductible Health Plan for single, two-person or family coverage. In year three of the agreement, the Town shall contribute towards the cost of health insurance selected by eligible Regular Full-Time Employee as follows: 95% of the premium for Lumenos High Deductible Health Plan for single, two-person or family coverage, with the Regular Full-Time Employee contributing the remaining 5% of the applicable premium. In the event an employee opts for a plan other than Lumenos, the employee will pay the additional premium cost over and above 100% of the premium cost of the Lumenos plan.

Section 1.b For Regular Full-Time Employees who opt to participate in the Lumenos plan, the Town shall contribute to the employee's Health Savings Account as follows:

\$1,000 single coverage / \$2,000 two-person or family coverage

The Town's contribution to the employee's Health Savings Account shall be made in the first week of July of each fiscal year.

Section 1c Regular Full-Time employees who are eligible for, and opt not to subscribe to a town-sponsored health insurance plan shall receive (a) \$5,000 for a regular full-time employee opting out of single coverage; (b) \$10,000 for a regular full-time employee opting out of two-person coverage; and (c) \$12,000 for a regular full-time employee opting out of family coverage per year. In the event that the Town's avoided cost for insurance is less than the above amounts, these amounts will be reduced to the avoided cost to the Town. In no event shall the payment in lieu of receiving health insurance coverage exceed the amounts shown above. Said payment shall be divided into equal installments and paid to eligible employees in such installments during each regular pay period. If a Regular Full-Time employee in this Association is married to another Regular Full-Time employee of the Town as of June 30, 2020, the employee with the

lowest applicable opt-out payment shall receive the opt-out payment. For employee spouses hired on or after July 1, 2020, there shall be no opt-out payment provided to the spouse who is not the primary insurance holder.

In order to opt out of Town-sponsored health insurance, an employee must attest, during open enrollment, to having other insurance coverage for themselves and their covered tax dependents which meets the minimum essential coverage requirements under the Affordable Care Act.

Regular Part-Time employees shall not be eligible for the insurance buyout or to participate in the Town's health and dental insurance plans.

Section 2 Retiree Medical Insurance

New Hampshire RSA 100-A:50 requires every political subdivision of the State to permit its employees upon retirement to continue to participate in the same group health plan coverage as is provided to active employees. The Town complies with this RSA.

Medicare eligible Retirees and Medicare eligible spouses and dependents of Retirees may enroll in the Medcomp III Plan Without Prescription Coverage (MCNRX) or the Medicare Advantage Prescription Drug Plan (MAPD).

Each political subdivision, as employer, may require a Retiree to pay any part or all of the cost of the Retiree's participation in the Retiree health plan including the Medicare supplemental plans. The Town of Londonderry requires that Retirees pay 100% of the premium for all health plans offered.

Section 3 Dental Insurance

The Town agrees to provide at no cost to regular full-time employees dental insurance through Northeast Delta Dental Option III coverage (or comparable coverage) A - 100%, coverage B - 80%, coverage C - 50% with \$25/\$75 deductible and \$1,000 maximum per year. Coverage offered shall be single, two person or family membership.

Section 4 Life Insurance

The Town shall provide at no expense to regular full-time and regular part-time employees life insurance equal to one (1) year's salary up to a maximum of \$50,000.

Section 5 Short Term/Long Term Disability

The Town shall provide at no expense to regular full-time employees short-term disability insurance covering non-work-related accident and illness to commence after the fifteenth (15) day of such illness or accident with a maximum benefit period of twenty-six (26) weeks at 66 ²/₃% of the employees basic weekly earnings to a maximum weekly benefit of seven hundred fifty dollars (\$750.00).

The Town shall provide, at no expense to regular full-time employees, long-term disability insurance covering non-work-related accident and illness to commence on the twenty-sixth (26th) week of such illness or injury at 66 ²/₃% of the employer's basic monthly earnings to a monthly maximum of four thousand

dollars (\$4,000.00). Full coverage is provided until age 65 and then is reduced annually on a revised schedule until age 70 at which time coverage ceases.

Section 6 Employees of this unit shall be eligible to participate in the Town's Flexible Benefit Plan which provides provisions relative to Sections 1-5 above, as well as Health Care Flexible Spending Account and Dependent Care Flexible Spending Account options with a health insurance "buy-out" as provided in Section 1.c of this Article.

It is expressly agreed by the parties to this Agreement that the Town may, in its sole discretion, obtain benefits set forth below from a different source(s) provided the benefits are comparable with the benefits presently provided.

ARTICLE 23 WAGES

Section 1 Effective July 1, 2025 the cost-of-living increase shall be 2.25% for all members of the unit.

Section 2 Effective July 1, 2026 the cost-of-living increase shall be 2.50% for all members of the unit.

Section 3 Effective July 1, 2027 the cost-of-living increase shall be 2.50% for all members of the unit.

Section 4 Employees shall progress through the step system (Appendix A) in one step intervals each July 1 for the years covered under this contract, until such time as the employee reaches maximum step.

ARTICLE 24 LONGEVITY

Section 1 Any regular full-time employee on roll as of June 30, 2000 covered by this contract who has served five (5) years of regular appointed duty with the Town of Londonderry will be paid five dollars (\$5.00) per week in addition to their regular weekly salary. Said employees who have served ten (10) years shall be paid fifteen dollars (\$15.00) in addition to their regular weekly salary and upon having served twenty (20) years shall be paid twenty dollars (\$20.00) in addition to their regular weekly salary. Employees hired on or after July 1, 2000 shall not be eligible for longevity.

ARTICLE 25 MATERNITY/PATERNITY LEAVE

Section 1 The Town will abide by applicable FMLA and State laws, rules, and regulations pertaining to maternity and/or paternity leave/policies.

ARTICLE 26 BULLETIN BOARDS

Section 1 The Town shall provide space for one bulletin board in the Town Hall and one bulletin board in the Highway Department for the posting of notices of the Town and Departments addressed to the employees and for notices of the Union addressed to its members. The bulletin boards shall be located in convenient places. No notices shall be posted in or around the Town property, except on such bulletin boards.

ARTICLE 27 UNION BUSINESS

- Section 1 The Town agrees to allow the Union officers representatives, Stewards and/or aggrieved employee(s) reasonable time, without loss of pay, during regular working hours for the purpose of processing grievances, provided, such time away from work does not interfere with the work of the Department involved. Such time shall not be withheld unreasonably. The union representative shall obtain prior permission to absent themselves from work before leaving a work site and shall obtain prior permission of the immediate supervisor involved before interrupting the work of an employee located at a different work site.
- Section 2 Time lost by representatives of the Union on grievance settlement or negotiations shall be paid for by the Town as provided for in RSA 273-A:11.
- Section 3 Up to two (2) employees elected as delegates to either the AFSCME International Convention, AFSCME New Hampshire Council 93 Convention or the New Hampshire AFL-CIO State Labor Council Convention shall be allowed a leave of absence with pay, not to exceed three (3) working days per year. This leave of absence shall be granted to individuals to attend the above-mentioned conventions.

ARTICLE 28 SENIORITY

There shall be two (2) types of Seniority:

- a. Department Seniority - shall relate to the time an employee has been continuously employed by the Department.
- b. Classification Seniority - shall relate to the length of time an employee has been employed in a particular classification.

Department Seniority shall prevail in matters concerning lay-offs and rehires. Qualified and available former permanent employees shall be re-instated before new employees are hired following a lay-off. This preference shall expire after two (2) years.

Department Seniority shall be the type considered in matters concerning “promotions” and “transfers” as set forth in Article VII of this Agreement.

No employee shall have the right of replacing another employee in any classification by virtue of Department Seniority alone, except that in the event of a permanent lack of work in any classification, those employees concerned in that classification shall be assigned to the next lower classification for which they are qualified and for which they have Department Seniority. Displaced employees in those lower classifications shall have the same right of re-assignment as referred to in this Section.

Upon receiving a promotion, an employee’s name shall be entered at the bottom of that particular Classification Seniority list to which he/she has been promoted, regardless of his/her Department Seniority and classification, and regardless of the Department Seniority of other employees already in that job, until such time as other promotions are made into this classification. New promotions shall be entered at the bottom of that particular Classification Seniority list concerned. If a promoted employee does not pass his/her new position’s probation period then he/she shall be returned to his/her old classification and regain his/her former classification.

Until a new employee has served the six (6) month probationary period, it shall be deemed that he/she has no seniority status, and he/she may be discharged or laid off with or without cause and such discharge or lay-off shall not be subject to the Grievance Procedure.

An employee shall not forfeit seniority during absences caused by:

- a. Illness resulting in total temporary disability due to his/her regular work with the Department, certified to by an affidavit from Workers' Compensation Carrier, including non-work connected disability up to six (6) months.

An employee shall lose his/her seniority for, but not limited to, the following reasons:

- a. Discharge for Just Cause
- b. If She/he Resigns

The employees' present Classification Seniority as of the effective date of this Contract shall be the only type of seniority considered for the purpose of establishing the Classification Seniority System called for in this Article. This Classification Seniority must have been continuous in nature to merit consideration under this Section. The preparation and maintenance of the Classification and Department Seniority Rosters shall be the responsibility of the Town.

ARTICLE 29 PAYROLL DEDUCTION OF DUES

This Article and the appendices referenced therein involve only the relationship between the Association and its members. The Town takes no position on any statement in this Article or appendices.

Section 1 The Town agrees to authorize the deduction of Local 1801 dues from each employee and send said dues to the Treasurer of AFSCME Local 1801:
 Business Manager
 AFSCME Council 93
 8 Beacon Street
 Boston, MA 02108

Section 2 The Union will keep the Town informed of the correct name and address of the Treasurer of AFSCME Local 1801.

Section 3 This deduction of dues shall be made on a weekly or bi-weekly basis and shall be sent monthly to the Treasurer of AFSCME Local 1801.

Section 4 If any employee has no check coming to him/her, or if his/her check is not large enough to satisfy the dues then no deduction will be made from that employee. In no case will the Town attempt to collect fines or assessments for the Union beyond the regular dues.

Section 5 Each member of the bargaining unit who, on the effective date of this Agreement, is a member of the Union, and each employee who becomes a member of the bargaining unit and the union after that date shall continue his/her membership in the Union during the duration of this agreement.

Employees who declined membership in the Union will be required to declare, in writing, their rejection using the "Membership Rejection Statement" attached to this document in appendix "C", which outlines certain benefits that will not be available to the non-member, as well as cost and fees the non-member may be required to pay for access to the Union representation.

The exclusive representative may require a non-member to pay for the reasonable cost and fees, including arbitrator fees and related attorney fees for grieving or arbitrating a matter arising under an agreement negotiated pursuant to this section and brought at the non-members request.

The exclusive representative may require non-members to pay any anticipated proportional cost and fees prior to a grievance or arbitration hearing. Failure to pay costs and fees shall relieve the exclusive representative of further responsibility to the non-member regarding the matter.

An exclusive representative's duty of fair representation to a public employee who is in the bargaining unit shall be limited to the negotiation and enforcement of the terms of the agreements with the public employer.

This Article 29 and the appendices referenced therein are for informational purposes and the Town will not be held liable for any disputes arising from said Article. Should there be a dispute between an employee and the Union over the matter of deduction, the Union agrees to defend and hold the Town harmless in any such dispute.

ARTICLE 30 FAMILY AND MEDICAL LEAVE

Section 1 The Town will abide by FMLA and State laws, rules, and regulations.

ARTICLE 31 EDUCATION INCENTIVE

Section 1 Full-time, regular employees may, based on the provisions below, receive tuition payments for courses for which the employee has attained a minimum grade of C (B for advanced degrees) in a job-related degree program, certificate program or any other program approved by their department head. In order for a course to qualify for reimbursement, an employee must submit evidence of the required grade. The union, after exercising its discretion as to the manner in which tuition reimbursement shall be allocated (whether it be first come-first served or another method of the union's choosing), shall submit tuition reimbursement requests to the Town (along with proof of required grade as set forth above), and reimbursement shall be made directly to the employee. If tuition reimbursement exceeds the IRS calendar year limit for any one individual

(currently, \$5,250/year), such tuition reimbursement may be taxable to the employee; such determination will be made on a case-by-case basis in accordance with IRS regulations. The Town shall provide tuition reimbursement for association members up to a total of two thousand five hundred dollars (\$2500) per contract year, with said monies to be divided among its association members however the union directs the Town to do so. In the event that any portion of the \$2,500 is not disbursed in any contract year, such balance shall be carried over to the next contract year, except that in no event shall a combined carry-over and current contract year appropriation exceed five thousand dollars (\$5,000).

Section 2 Any employee who has received tuition payments under this program and leaves the Town's employ within one year after completing said course shall reimburse the Town of its costs associated with the program. Repayment shall be guaranteed through a deduction in the final compensation due that employee at separation.

ARTICLE 32 NO STRIKE AGREEMENT

Section 1 During the term of this agreement, under no circumstances will the Town invoke a lockout. During the term of this agreement, under no circumstances will the Union engage in a strike or other form of job action.

ARTICLE 33 TERMINATION

Section 1 The Agreement shall be effective as of July 1, 2025 for three (3) years and thereafter from year to year, provided, however, that either party may terminate same upon giving at least one hundred twenty (120) days written notice prior to the Town's budget submission date of its intention to do so.

Section 2 Should any article, section, or portion thereof of this Agreement be in violation of a State law or Municipal ordinance, or be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific article, section or portion thereof directly specified in the decision upon the issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated article, section or portion thereof.

ARTICLE 34 DURATION OF THE AGREEMENT

Section 1 This Agreement shall be in full force and effect commencing July 1, 2025, and shall continue in full force and effect until June 30, 2028.

IN WITNESS WHEREOF, the parties hereto have caused these present to be signed by their duly authorized officers and representatives or either, on the _____ day of _____ , 20__.

**FOR THE TOWN OF
LONDONDERRY, NEW HAMPSHIRE**

Town Manager

**FOR THE UNION
AFSCME, LOCAL 1801**

Ryan Lones, New Hampshire Staff Representative

Amy Furlong

James Guzowski

Denise Manella

APPENDIX A

1801 WAGE SCHEDULES 7/1/25 - 6/30/28

1801 WAGE TABLE - 7/1/25 - 6/30/26

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Clerk's Assistant	\$23.50	\$24.24	\$24.95	\$25.65	\$26.48	\$27.26	\$28.12	\$28.69
Dept. Asst., Land Use Asst., Payroll/AP Clerk	\$24.98	\$25.71	\$26.52	\$27.24	\$28.12	\$28.92	\$29.92	\$30.52

Custodian	\$23.04	\$24.03	\$25.07	\$26.14	\$27.26	\$28.44	\$29.74	\$30.33
PD Facilities Manager	\$30.58	\$32.17	\$33.85	\$35.61	\$37.46	\$39.41	\$41.45	\$42.28

C-1 - Truck Driver	\$26.23	\$27.59	\$28.98	\$30.47	\$32.02	\$33.89	\$34.57	
C-2 - Equipment Operator	\$28.89	\$30.40	\$31.99	\$33.66	\$35.40	\$37.22	\$37.97	
C-3 - Mechanic/Equipment Operator	\$29.42	\$30.96	\$32.56	\$34.26	\$36.04	\$37.94	\$38.70	
C-4 - Assistant Foreman	\$29.97	\$31.51	\$33.12	\$34.81	\$36.58	\$38.74	\$39.51	
C-5 - Foreman	\$32.17	\$33.85	\$35.61	\$37.46	\$39.41	\$41.45	\$42.28	

1801 WAGE TABLE - 7/1/26 - 6/30/27

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Clerk's Assistant	\$24.09	\$24.85	\$25.58	\$26.30	\$27.15	\$27.95	\$28.83	\$29.41
Dept. Asst., Land Use Asst., Payroll/AP Clerk	\$25.61	\$26.36	\$27.19	\$27.93	\$28.83	\$29.65	\$30.67	\$31.29

Custodian	\$23.62	\$24.64	\$25.70	\$26.80	\$27.95	\$29.16	\$30.49	\$31.09
PD Facilities Manager	\$31.35	\$32.98	\$34.70	\$36.51	\$38.40	\$40.40	\$42.49	\$43.34

C-1 - Truck Driver	\$26.89	\$28.28	\$29.71	\$31.24	\$32.83	\$34.74	\$35.44	
C-2 - Equipment Operator	\$29.62	\$31.16	\$32.79	\$34.51	\$36.29	\$38.16	\$38.92	
C-3 - Mechanic/Equipment Operator	\$30.16	\$31.74	\$33.38	\$35.12	\$36.95	\$38.89	\$39.67	
C-4 - Assistant Foreman	\$30.72	\$32.30	\$33.95	\$35.69	\$37.50	\$39.71	\$40.50	
C-5 - Foreman	\$32.98	\$34.70	\$36.51	\$38.40	\$40.40	\$42.49	\$43.34	

1801 WAGE TABLE - 7/1/27 - 6/30/28

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Clerk's Assistant	\$24.70	\$25.48	\$26.22	\$26.96	\$27.83	\$28.65	\$29.56	\$30.15
Dept. Asst., Land Use Asst., Payroll/AP Clerk	\$26.26	\$27.02	\$27.87	\$28.63	\$29.56	\$30.40	\$31.44	\$32.08

Custodian	\$24.22	\$25.26	\$26.35	\$27.47	\$28.65	\$29.89	\$31.26	\$31.87
PD Facilities Manager	\$32.14	\$33.81	\$35.57	\$37.43	\$39.36	\$41.41	\$43.56	\$44.43

C-1 - Truck Driver	\$27.57	\$28.99	\$30.46	\$32.03	\$33.66	\$35.61	\$36.33	
C-2 - Equipment Operator	\$30.37	\$31.94	\$33.61	\$35.38	\$37.20	\$39.12	\$39.90	
C-3 - Mechanic/Equipment Operator	\$30.92	\$32.54	\$34.22	\$36.00	\$37.88	\$39.87	\$40.67	
C-4 - Assistant Foreman	\$31.49	\$33.11	\$34.80	\$36.59	\$38.44	\$40.71	\$41.52	
C-5 - Foreman	\$33.81	\$35.57	\$37.43	\$39.36	\$41.41	\$43.56	\$44.43	

AFSCME STRONG

AFSCME Council 93

☐ **Yes! I am AFSCME Strong.**
I want a strong voice at work and in my community

Yes, sign me up to:

- ☐ Talk to colleagues at work about AFSCME
- ☐ Make phone calls to AFSCME members for campaigns
- ☐ Knock AFSCME member doors during campaigns

Membership Application

American Federation of State, County and Municipal Employees Membership and Authorization for Dues Deduction

I hereby apply for membership in Council 93 (hereafter "Union") and I agree to abide by its Constitution and Bylaws. I authorize the Union and its successor or assignee to act as my exclusive bargaining representative for purposes of collective bargaining with respect to wages, hours and other terms and conditions of employment with my Employer.

Effective immediately, I hereby voluntarily authorize and direct my Employer to deduct from my pay each pay period, regardless of whether I am or remain a member of the Union, the amount of dues certified by the Union, and as they may be adjusted periodically by the Union, and to authorize my Employer to remit such amount monthly to the Union.

This voluntary authorization and assignment shall remain in effect in accordance with the applicable collective bargaining agreement. If the applicable collective bargaining agreement or state statute does not address revocation, then this voluntary authorization and assignment shall be irrevocable, regardless of whether I am or remain a member of the Union, for a period of one year from the date of execution or until the termination date of the collective bargaining agreement (if there is one) between the Employer and the Union, whichever occurs sooner, and for year to year thereafter unless I give the Employer and the Union written notice of revocation not less than ten (10) days and not more than twenty (20) days before the end of any yearly period, or in accordance with state statute. The applicable collective bargaining agreement is available for review, upon request. This card supersedes any prior check-off authorization card I signed.

I recognize that my authorization of dues deductions, and the continuation of such authorization from one year to the next, is voluntary and not a condition of my employment.

In order to comply with Internal Revenue Service rulings, be advised that your membership dues are not deductible for federal income tax purposes. However, they may be tax deductible as ordinary and necessary business expenses.

☐ New Member

PLEASE PRINT LEGIBLY.

☐ Re-commit

1801

Local Number

Town of Londonderry

Employer

Last Name

First Name

M.I.

Street Address

Apt. No.

City

State

ZIP Code

SSN (last four digits)

Employee ID #

Job Title

Cell Phone

Personal E-mail Address

By providing my cell phone number, I understand that AFSCME and its affiliates may use automated calling technologies and/or text message me on my cell phone on a periodic basis. Carrier message and data rates may apply to such texts.

Signature

Date

Contribution Form

AFSCME PEOPLE
 Become a PEOPLE MVP for \$8.35/ month (\$100 annually)



I hereby authorize my employer and associated agencies to deduct, each pay period, the amount certified as a voluntary contribution to be paid to the treasurer of American Federation of State, County and Municipal Employees PEOPLE, AFSCME, AFL-CIO, P.O.

Box 65334, Washington, D.C. 20035-5334, to be used for the purpose of making political contributions and expenditures. My contribution is voluntary, and I understand that it is not required as a condition of membership in any organization, or as a condition of continued employment, and is free of reprisal. I understand that any contribution guideline is only a suggestion and I am free to contribute more or less than that amount and will not be favored or disadvantaged due to the amount of my contribution

or refusal to contribute, and that I may revoke this authorization at any time by giving written notice.

Deduction Per Pay Period

☐ \$5 ☐ \$10 ☐ \$15
☐ Other \$_____ each pp

Circle jacket size.
 S M L XL 2XL Other _____

For Office Use Only

☐ JACKET RECEIVED

PLEASE PRINT LEGIBLY.

Last Name

First Name

M.I.

Street Address

Apt. No.

City

State

ZIP Code

SSN (last four digits)

Employee ID #

Occupation

Local Number

Employer

Cell Phone

Home Phone

By providing my cell phone number, I understand that AFSCME and its affiliates may use automated calling technologies and/or text message me on my cell phone on a periodic basis. Carrier message and data rates may apply to such texts.

Personal E-mail Address

Signature

Date

In accordance with the federal law, AFSCME PEOPLE will accept contributions only from members of AFSCME and their families. Contributions from other persons will be returned. Contributions or gifts to AFSCME PEOPLE are not deductible as charitable contributions for federal income tax purposes.

American Federation of State, County & Municipal Employees, Council 93, AFL-CIO

77 Sundial Ave, Suite 104W • Manchester, NH 03103 • Phone: (603) 606-6723

Membership Rejection Statement

I hereby decline membership in AFSCME Council 93, Local 1801, I acknowledge and agree to the following:

1. I have been offered the opportunity to join AFSCME as a dues paying member by signing the attached membership application, but have declined to do so, and as a full dues paying member of the Union in good standing, I would be entitled to full representation at no additional cost to me.
2. If I seek to have the Union represent me in any future proceedings, I shall pay AFSCME the full cost of any representation services that I receive. An initial deposit of one thousand dollars (\$1,000.00) for retainer of services will be submitted along with any supporting documentation to the AFSCME Staff Representative, AFSCME Council 93, 77 Sundial Ave Suite 104W, Manchester, NH 03103. This retainer shall be used to pay for initial steps required for representation, attorney services, support services, their expenses, arbitration, arbitrator's services and/or fees, plus any other expenses the Union may rightfully charge for including but not limited to postage, photocopies, duplication of audio or video files, storage disks, transcriptions, etc.
3. Failure to notify the Union in writing of your desire to be represented by the Union, shall constitute a waiver of Union representation.
4. If the cost of representation, as outlined below in the fee schedule, exceeds the one thousand dollar (\$1,000.00) deposit, I agree to pay the balance owed as billed by AFSCME, prior to proceeding with the investigation or to the next progressive step in the grievance procedure. If the undersigned fails to comply with the payment of any/all fees within fifteen (15) days of being invoiced by the Union, I understand that the grievance shall be withdrawn. The contractual grievance procedure time frames shall not be extended pending payment of said invoice.
5. If the cost of representation, as outlined below, is less than the one thousand dollar (\$1,000.00) retainer, the unused portion shall be returned to the undersigned.
6. Pursuant to the Parties Collective Bargaining Agreement, AFSCME is the only party that can appeal a grievance to arbitration.
7. The Union reserves the right to review any and all grievances filed for arbitration, and all grievances shall be subject to the same internal review process as a full dues paying member of the Union.

Fee Schedule as of July 2017*:

Attorney	-	\$250.00/hour plus expenses
Staff Representative	-	\$125.00/hour plus expenses
Research Fees	-	\$100.00/hour plus expenses
Support Services	-	\$75.00/hour
Arbitration	-	<u>All</u> costs incurred in arbitration including but not limited to filing fees and expenses

Please print the following information:

Name: _____

Street: _____ City: _____ State: _____ Zip: _____

Job Title: _____ Employer: _____ Work Location: _____

Signature: _____ Date: _____

**This fee schedule is subject to review and change at anytime*

AGREEMENT BETWEEN

THE TOWN OF LONDONDERRY

AND

**THE AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL
EMPLOYEES
~ ~ COUNCIL 93 ~ ~
(L.A.E.A.- Public Safety)**

JULY 1, 2025 THROUGH JUNE 30, 2028

Table of Contents

	<u>Page</u>
ARTICLE 1: PARTIES TO THE AGREEMENT	3
ARTICLE 2: PURPOSE	3
ARTICLE 3: RECOGNITION	3
ARTICLE 4: DEFINITIONS.....	3
ARTICLE 5: NON-DISCRIMINATION	4
ARTICLE 6: MANAGEMENT RIGHTS.....	4
ARTICLE 7: ASSOCIATION OFFICERS	4
ARTICLE 8: MEMBERSHIP	4
ARTICLE 9: NO STRIKE	5
ARTICLE 10: PROMOTIONAL PROBATIONARY PERIOD	5
ARTICLE 11: LAYOFF/RECALL.....	5
ARTICLE 12: SCHEDULED WORK WEEK AND HOURS	6
ARTICLE 13: RECRUITMENT/PROMOTIONS	7
ARTICLE 14: COMPENSATION AND PERFORMANCE BASED PAY PLAN.....	8
ARTICLE 15: HOLIDAYS	10
ARTICLE 16: VACATIONS.....	10
ARTICLE 17: SICK LEAVE	12
ARTICLE 18: PERSONAL LEAVE	14
ARTICLE 19: BEREAVEMENT LEAVE.....	15
ARTICLE 20: MILITARY LEAVE	15
ARTICLE 21: JURY DUTY.....	15
ARTICLE 22: INSURANCE	16
ARTICLE 23: WORKERS' COMPENSATION	18
ARTICLE 24: CLOTHING.....	18
ARTICLE 25: EDUCATIONAL INCENTIVE.....	18
ARTICLE 26: CERTIFICATION INCENTIVES.....	19
ARTICLE 27: OUTSIDE WORK DETAILS.....	20
ARTICLE 28: DISCIPLINE AND TERMINATION FOR CAUSE.....	20
ARTICLE 29: GRIEVANCE PROCEDURE.....	20
ARTICLE 30: FAMILY AND MEDICAL LEAVE	21
ARTICLE 31: ACCRUAL OF SICK AND VACATION TIME WHILE ON LEAVE	21
ARTICLE 32: DURATION OF AGREEMENT	21
ARTICLE 33: MUTUAL AGREEMENT	21
ARTICLE 34: SEVERABILITY	21
APPENDIX A: SALARY AND WAGE SCHEDULE	
APPENDIX B: PERFORMANCE EVALUATION FORM	
APPENDIX C: MEMBERSHIP APPLICATION	
APPENDIX D: MEMBERSHIP REJECTION STATEMENT	

ARTICLE 1: PARTIES TO THE AGREEMENT

This agreement between the Town of Londonderry, New Hampshire (hereinafter "The Town"), and AFSCME Council 93 (LAEA – Public Safety) (hereinafter "The Association") is made and entered into on the ____ day of _____.

ARTICLE 2: PURPOSE

The purpose of this agreement is to set forth agreements between the Town and the Association, with respect to wages, hours, and other terms and conditions of employment for employees described in Article 3: Recognition.

ARTICLE 3: RECOGNITION

The Town recognizes the Association as the exclusive bargaining agent for the following Town of Londonderry regular and full-time administrative employees, excluding new hires during their probationary period:

Fire Assistant Chief
Fire Battalion Chief
Fire Battalion Chief of Operations**
Fire Deputy Chief
Fire Executive Assistant
Fire Marshal and/or Division Chief of Fire Prevention

**Except as otherwise specified in this Agreement with regard to schedule and overtime (Article 12), promotions (Article 13), holidays (Article 15), and the Salary Schedule in Appendix A, reference to "Battalion Chief" shall include the Battalion Chief of Operations. References to Battalion Chief of Operations refer only to that position.

ARTICLE 4: DEFINITIONS

1. AGREEMENT: Herein refers to this agreement between the Town of Londonderry, New Hampshire, and AFSCME Council 93 (LAEA – Public Safety)
2. ANNIVERSARY DATE: An employee's anniversary date is defined as the date when the employee entered the full-time service of the Town as provided on the Town's personnel record.
3. ASSOCIATION: Hereinafter refers to the AFSCME Council 93 (LAEA – Public Safety)
4. DEPARTMENT: A functional division of the Town.
5. EMPLOYEE: Hereinafter used, refers to members of the Association.
6. PROBATIONARY EMPLOYEE: A newly hired employee working during an identified period whose ability to perform the responsibilities of his/her newly appointed position employees.
7. PROBATIONARY PERIOD: A probation period shall be six (6) months and may be extended for an additional six (6) months by the employee's department head from the date of appointment to a position.

8. FULL TIME: Employees who have successfully completed a probationary period and are assigned to a weekly work schedule of forty (40) or more hours.
9. REGULAR PART-TIME: Employees who have successfully completed a probationary period and are assigned to a regular workweek less than forty (40) hours herein.
10. SENIORITY: The length of full-time service with the Town, beginning with the employee's anniversary date.
11. SENIORITY BY RANK/POSITION: Shall be determined by the employee's date of promotion and/or assignment to his/her current duties for the purposes of determining seniority and/or assignment to his/her current rank for the purposes of determining the senior ranking employee.

ARTICLE 5: NON-DISCRIMINATION

The Town and the Association agree not to discriminate against a member of the unit because of race, creed, color, sex, age, national origin, religion, marital status, sexual orientation, gender identity, disability or membership in the Association and further agree not to infringe upon any member's freedom of religion pursuant to Article 5 of the New Hampshire State Constitution

ARTICLE 6: MANAGEMENT RIGHTS

The Town shall retain the sole right and authority to operate and direct the affairs of the Town and the Departments whose members are in the Association, including, but not limited to, all rights and authority exercised by the Town prior to the execution of this Agreement and in accordance with RSA 273-A:1.

ARTICLE 7: ASSOCIATION OFFICERS

1. The Association Officer and Representatives shall be: The President, Chapter Chairs, Steward, Alternate Steward and Secretary/Treasurer.
2. The Association shall advise the Town of the names of the employees holding any office in the Association, as noted above.
3. Association Officers shall be permitted to process grievances during their scheduled tours of duty, provided that such grievance can be processed so as not to interfere with the normal operations of the Town and/or department, and further, the amount of time in which the officers are engaged in such activity is reasonable.

ARTICLE 8: MEMBERSHIP

This Article 8 involves only the relationship between the Association and its members. The Town takes no position on any statement in this Article 8.

Each member of the bargaining unit who, on the effective date of this Agreement, is a member of the Union, and each employee who becomes a member of the bargaining unit and the union after that date shall continue his/her membership in the Union during the duration of this agreement.

Employees who declined membership in the Union will be required to declare, in writing, their rejection using the "Membership Rejection Statement" attached to this document in Appendix D, which outlines

certain benefits that will not be available to the non-member, as well as cost and fees the non-member may be required to pay for access to the Union representation.

The exclusive representative may require a non-member to pay for the reasonable cost and fees, including arbitrator fees and related attorney fees for grieving or arbitrating a matter arising under an agreement negotiated pursuant to this section and brought at the non-members request.

The exclusive representative may require non-members to pay any anticipated proportional cost and fees prior to a grievance or arbitration hearing. Failure to pay costs and fees shall relieve the exclusive representative of further responsibility to the non-member regarding the matter.

An exclusive representative's duty of fair representation to a public employee who is in the bargaining unit shall be limited to the negotiation and enforcement of the terms of the agreements with the public employer.

This Article 8 and the appendices referenced therein are for informational purposes and the Town will not be held liable for any disputes arising from said Article and appendices. Should there be a dispute between an employee and the Union over the matter of deduction, the Union agrees to defend and hold the Town harmless in any such dispute.

ARTICLE 9: NO STRIKE

During the term of this Agreement, under no circumstances will the Association cause, encourage, sponsor, or participate in any strike, sit-down, stay-in, stay-out, sick-in, sick-out, work slow-down, withholding of services, or any curtailment of work, or restrict or interfere with the operation of the Town of Londonderry, and the Town agrees not to engage in any lock-out.

ARTICLE 10: PROMOTIONAL PROBATIONARY PERIOD

1. Employees promoted to a higher rank or position shall serve a promotional probationary period as defined in Article 4: Definitions. During an employee's promotional probationary period, the employee's performance shall be critiqued at least twice, bringing to the employee's attention positive performance as well as suggestions for improvement. A written summary of the critique shall be provided to the employee.
2. Upon successful completion of the promotional probationary period, the employee shall be unconditionally appointed to the promotional position. An employee whose performance and/or conduct, during or at the conclusion of the promotional probationary period, is deemed unsatisfactory by the department head, shall return to his/her previous position at the same rank, grade and rate of compensation prior to qualification for probationary promotional appointment. Nothing in this section shall be interpreted to limit the department head from imposing other appropriate disciplinary action for unsatisfactory performance or conduct.

ARTICLE 11: LAYOFF/RECALL

1. When it is necessary to reduce the number of employees within a department, layoffs will be made within the overall affected department(s) on the basis of seniority by rank/position; i.e.: the last employee hired to their range/position within the affected department(s) shall be the first laid-off.

2. Within eighteen (18) months from the date of any lay-off, qualified and available full-time employees who were laid off shall be reinstated before new employees are hired. Such laid-off employees shall be recalled in reverse order of their layoff to positions within their range and/or classification or to positions for which they are otherwise qualified.
3. In the event a laid-off employee is recalled to full-time employment, such employee's seniority shall be reinstated to his/her seniority acquired as of the date of lay-off. Any benefits paid at the time of lay-off shall not be paid again. The reinstated employee shall be placed in the appropriate salary range closest to his/her salary at the time of lay-off.

Employees shall lose seniority and shall not be eligible for reinstatement under this Article if they have left the Town's employment for any of the following reasons: disciplinary discharge, voluntary quit/resignation, or retirement.

ARTICLE 12: SCHEDULED WORK WEEK AND HOURS

1. The normal work schedule for members of the Association shall usual be as follows:

Fire Assistant Chief	Mon – Fri 8:00 – 4:00	40
Fire Battalion Chief*	24 On/24 Off/24 On/120 Off	42
Fire Battalion Chief of Operations*	Mon – Fri 8:00 – 4:00	40
Fire Deputy Chief	Mon – Fri 8:00 – 4:00	40
Fire Executive Assistant*	Mon – Fri 8:30 – 5:00	40
Fire Marshal and/or Division Chief of Fire Prevention*	Mon – Fri 8:30 – 5:00	40

* Non-Exempt Employees

2. The Association recognizes that the workweek and hours of the employees of the Fire Department must be flexible in order to meet the operational requirements of the Department. Accordingly, the Department Head and any member who works a weekday schedule may mutually agree to a schedule which differs from the normal work schedule set forth in paragraph 1. of this Article.
3. Non-exempt employees shall be granted a thirty (30) minute unpaid lunch break each workday and two fifteen (15) minute paid rest breaks each working day.
4. Non-exempt employees required to work in excess of their normal 40 hour/week work schedule or, in the case of Fire Battalion Chiefs, in excess of their regularly scheduled shifts shall be compensated in wages at a rate of one and one-half times for such extra hours worked.
5. Exempt employees required to attend committee or Council meetings, hearings or another Town activity in excess of forty (40) hours per week shall be permitted to accrue administrative time off ("Admin Time") in an amount equivalent to the time spent in such meetings, hearings or other Town activities, up to a maximum of sixty (60) hours of Admin Time per fiscal year. Except for emergency situations, Admin Time shall be scheduled subject to the needs of the Department with forty-eight (48) hours advance notice. Employees may exercise the option to cash out a maximum of forty (40) hours of Admin Time per fiscal year during the last pay period in June. Admin Time may not be carried over from one fiscal year to another, and any Admin Time balance remaining at the end of a fiscal year will re-set to zero (0) as of July 1.

6. Non-exempt employees who return to work prior to the next normal shift for attendance at Board or Commission meetings, for which the employee's job description requires their attendance, shall be compensated for the actual hours worked, or, if the meeting's duration is less than three (3) hours, the employee may perform meeting-related duties after the meeting. The amount of time worked under these circumstances, including the meeting, shall not exceed a total of three (3) hours. Employees shall be compensated at the rate of time and one-half for all time actually worked.
7. Non-exempt employees required to attend court during their off-duty hours shall be paid a minimum of three (3) hours at time and one-half at that employee's regular hourly rate, less the witness fee received by such employees.
8. Fire Battalion Chiefs/Fire Marshal/Division Chief of Fire Prevention who work Shift Details shall, for each hour of scheduled special Shift Detail, be paid at the rate of time and one-half of the employee's regular rate of pay. For the purposes of this Agreement, "Shift Details" are defined as those worked by Public Safety employees who are called to work an unscheduled shift.
9. Fire Battalion Chief Shifts will be covered by the Battalion Chief of Operations or shift Battalion Chiefs according to the terms set forth in this paragraph. The Battalion Chief of Operations will cover open shifts of absent shift Battalion Chiefs Monday through Friday during the Battalion Chief of Operations' normal scheduled duty hours, and such hours shall not constitute overtime given they occur during the normal scheduled duty hours of the Battalion Chief of Operations. In the event the Battalion Chief of Operations is not available during their normal hours, a shift Battalion Chief will be hired to cover the time of an absent shift Battalion Chief, with the following exceptions: the Battalion Chief of Operations shall be eligible to cover, as overtime, the hours of an absent shift Battalion Chief which occur: (1) between the end of the Battalion Chief of Operations' normally scheduled workday on Fridays through 8:00 PM on Sundays, or on a holiday (as those holidays are specified in Article 15) through 8:00 PM on such holiday; and/or (2) during extenuating circumstances if ordered by, and in the sole discretion of, the Fire Chief. All Battalion Chiefs, including the Battalion Chief of Operations, will be on one overtime list. Any open shift will be offered as overtime to the Battalion Chief (including the Battalion Chief of Operations, assuming eligibility under the parameters set forth in this paragraph) by seniority with the lowest amount of hours until filled. The list will reset to zero on January 1st of each year. Any new shift Battalion Chief promoted into the unit will carry their total overtime hours from their previous collective bargaining unit to avoid having that person start with zero (0) hours. At no time will a shift Battalion Chief be hired to cover the Battalion Chief of Operations' position should the Battalion Chief of Operations be absent.

ARTICLE 13: RECRUITMENT/PROMOTIONS

1. Positions for all promotional opportunities covered by this Agreement shall be posted on departmental bulletin boards for a period of at least fourteen (14) calendar days. The posting shall include the current position description, wage salary range, shift assignment, and test procedure (including how much the test is weighted, if applicable). At the Town's discretion, the opening may be advertised simultaneously with internal postings.
2. When qualified, based on job descriptions, current employees shall be given first consideration for promotional opportunities.
3. The Battalion Chief of Operations will be chosen by a resume review and interview by the Chief of the Department. To be considered, a candidate must generally have been a Battalion Chief in this

bargaining unit for three (3) years.

4. The Deputy Fire Chief will be chosen by a resume review and interview process as determined by the Fire Chief, Human Resources Director, and/or his/her designees.

ARTICLE 14: COMPENSATION AND PERFORMANCE BASED PAY PLAN

1. The Salary and Wage Schedule effective July 1, 2025, July 1, 2026 and July 1, 2027 shall be as provided in Appendix A.

2. As to cost-of-living increases:

Effective July 1, 2025 (FY26) all members of the unit shall receive a cost-of-living adjustment of 2.5%.

Effective July 1, 2026 (FY27) all members of the unit shall receive a cost-of-living adjustment based upon the Boston Regional Office Consumer Price Index referred to as CPI-U as published by the U.S. Department of Labor, for the twelve (12) month average for the period ending December 31 of the preceding year, except that in no event shall such increase be less than 1.0% nor greater than 2.25%.

Effective July 1, 2027 (FY28) all members of the unit shall receive a cost-of-living adjustment based upon the Boston Regional Office Consumer Price Index referred to as CPI-U as published by the U.S. Department of Labor, for the twelve (12) month average for the period ending December 31 of the preceding year, except that in no event shall such increase be less than 1.0% nor greater than 2.0%.

3. Starting salaries may vary according to the credit given by the Town for relevant training, education and experience in excess of the minimum normally required for employment in each class and rank as determined by the functional Department Head and/or the employee's Department Head or immediate supervisor.

4. PERFORMANCE PAY PLAN

4.1 Plan Administration:

- 4.1.a Each employee of the Association shall be evaluated at least once annually no later than August 31 of each fiscal year by their immediate supervisor, with any merit award effective as of September 1 of each fiscal year. This provision shall extend to performance review only, and shall not change a member's anniversary date for purposes of calculating leave accrual. The evaluation shall become the basis for any available merit eligibility, and a determinant of unsatisfactory or substandard job performance.

* Evaluations under this paragraph shall be completed in writing using the applicable performance evaluation form provided in Appendix B, or in a narrative form that follows the instructions set forth in the coverage page of the evaluation form.

- 4.1.b. The supervisor will rate the employee's performance based on five performance dimensions that will be selected from those listed in the instructions on the evaluation form.

The supervisor will provide feedback on progress made toward the previous year's goals (if applicable), document significant achievements, list areas of improvement, and provide a list of goals for the employee to work toward in the coming performance year.

The supervisor should indicate the recommended increase as set forth in the table below:

Outstanding	3.0%
Exceeds Expectations	2.5%
Meets Expectations	1.5%
Does Not Meet Minimum Requirements	0.0%

The supervisor should review the evaluation with the employee, and the employee may add comments.

The evaluation should be signed by the employee, the supervisor, and the Town Manager prior to being submitted to the Human Resources department for processing.

- 4.1.c Interim evaluations may be conducted at any time during the evaluation year as necessary due to unsatisfactory or substandard job performance, as evidenced by a "Does Not Meet Minimum Requirements" ranking. All such cases must be documented, including identification of the performance deficiency, a specific plan and timetable for achievement of a rating of at least "Meets Expectations" and a statement of disciplinary action imposed, if any.
- 4.1.d Employees are encouraged to maintain records of performance incidents throughout the evaluation year for use in supporting the yearly evaluation and all discussions up to and including appeals.
- 4.1.e Evaluations are to be as objective in nature as possible and may be appealed, but are not subject to the grievance procedure.
- 4.1.f Overall responsibility for administration of the program shall be vested with the Town Manager.
- 4.2.a In the year that an employee achieves the maximum wage/salary rate for his/her classification, such employee shall receive any differential "between his/her evaluation results" and the maximum wage/salary for his/her classification in a lump sum award on a pro-rata basis, in accordance with the "over classification max rate." Thereafter, an employee will be eligible for a lump sum award annually, as provided in 4.1a and in 4.2 above, for his/her "evaluation results."

- 4.2.b Appeals: In the event an employee is not in agreement with his/her immediate supervisor's evaluation, he/she may appeal the evaluation to the Town Manager. The decision of the Town Manager shall be non-grievable.

ARTICLE 15: HOLIDAYS

1. The following twelve (12) paid holidays shall be granted to Association members:

New Year's Day	Thanksgiving Day
President's Day	Day After Thanksgiving Day
Memorial Day	¹ / ₂ Day on December 24
Independence Day	Christmas Day
Labor Day	¹ / ₂ Day on December 31
Columbus Day	Floating Holiday*
Veteran's Day	

* Scheduled at employee discretion subject to prior notice and needs of the Department.

- 2.a If a non-exempt employee is required to work due to operational requirements on a holiday which is his/her scheduled day off, the employee shall be compensated with compensatory time off or pay, at the rate of one and one-half times his or her base hourly rate for all hours worked that day.
- 2.b Fire Battalion Chiefs shall be paid eight (8) hours holiday pay if they are not scheduled to work the holiday, or 12 hours holiday pay if they are scheduled to work the holiday, except for December 24 or 31, whereby Fire Battalion Chiefs shall be paid six (6) hours holiday pay if they are scheduled to work the holiday, or four (4) hours holiday pay if they are not scheduled to work. The Battalion Chief of Operations will not receive holiday pay and will instead receive the day off on the day recognized by the Town as the holiday. If an exempt employee is required to work on a holiday, due to operational requirements of the Department, the employee shall be granted compensatory time off.
3. The floating holiday is "use it or lose it" during each fiscal year. Any unused floating holiday will not be paid out upon separation, regardless whether the separation is voluntary or involuntary
4. Regular Part-Time employees receive holiday pay on a pro-rata basis for any holidays that fall on one of their regularly scheduled workdays. For example, assume a Regular Part-Time employee works 6 hours/day on Mon/Wed/Friday, and a holiday falls on a Monday. Said employee would be paid 6 hours holiday pay for that Monday. If the holiday falls on a Tuesday or Thursday, said employee would not be paid holiday pay for that holiday.
5. An employee on unpaid personal leave of absence, long-term disability leave, unpaid FMLA leave and/or unpaid disciplinary leave will not receive holiday pay while on leave.

ARTICLE 16: VACATIONS

- 1.1 Vacation accruals (for the previous month) are granted after the conclusion of each calendar month. Employees shall accrue vacation time on the following schedule:

LENGTH OF CONTINUOUS SERVICE	VACATION ACCRUAL RATE (HOURS PER MONTH)
DOH (date of hire) through end of employee's first calendar month	6.66*
Completion of 2nd calendar month through the end of the 24th calendar month	6.66
Completion of 25th calendar month through completion of 36th calendar month	7.33
Completion of 37 th calendar month through completion of 48th calendar month	8.00
Completion of 49 th calendar month through completion of 60 th calendar month	8.66
Completion of 61 st calendar month through completion of 84 th calendar month	10.66
Completion of 85th calendar month through completion of 120 th calendar month	11.33
Completion of 121st calendar month through separation	14.00

*Newly hired employees will be granted a pro-rated vacation accrual based upon the number of days worked in their first month.

1.2 Fire Battalion Chiefs:

1.2.a A Fire Battalion Chief, upon hire, is entitled to 105 hours of vacation leave per calendar year, accrued at the rate of 8.75 hours per month.

1.2.b A Fire Battalion Chief, upon completion of his/her sixth year of service, is entitled to 147 hours of vacation leave per calendar year, accrued at the rate of 12.25 hours per month.

1.2.c A Fire Battalion Chief, upon completion of his/her twelfth year of service, is entitled to 210 hours of vacation leave per calendar year, accrued at the rate of 17.5 hours per month.

1.2.d The Fire Marshal/Division Chief of Fire Prevention may request up to three (3) days of consecutive vacation with prior notice of twenty-four (24) hours. More than three (3) consecutive days will require one (1) week's notice.

1.2.e Fire Battalion Chiefs requesting one (1) shift of vacation must give twenty-four (24) hours' notice. Fire Battalion Chiefs requesting two (2) or more consecutive shifts of vacation require one (1) week notice.

1.2.f All vacations must be approved by the Fire Chief or his designee and such decisions are not grievable.

1.2.g Upon the death of a Fire Battalion Chief who was eligible for vacation, payment shall be made to said Fire Battalion Chief's survivors or estate for the vacation credits earned in the year prior to the employee's death but which had not been used in addition to the portion of the vacation credit earned but not used in the year during which Fire Battalion Chief died.

2. A newly hired (as opposed to newly promoted into the unit) employee will not be permitted to schedule vacation during his/her six (6) month Probationary Period and will not be eligible to any vacation accrual payout upon separation if employment is terminated during the Probationary Period. Upon the successful completion of probation, the employee may, with the Department Head's approval, use up to five (5) working days (or shifts) of the first year's vacation accrual.
3. With Department Head approval, an employee may take vacation accrued in advance of the schedule provided in Section 1.
4. Employees may carry over accrued vacation as long as the total carry over and current year's eligibility does not exceed two (2) times the yearly total to which the employee is entitled.
5. In instances of conflict in scheduling vacations, the rule of departmental seniority within the bargaining unit shall govern. The number of persons who may take a vacation at any one time shall be determined at the sole discretion of the Department Head.
6. When a non-probationary (i.e., non-newly hired) employee terminates his/her employment with the Town for any reason other than cause, he/she shall be compensated for 100% of all accrued vacation, provided that the employee has given at least two (2) weeks' advance notice of his/her intent to terminate employment with the Town.
7. The provisions of this Article shall apply to Regular Part-Time employees on a pro-rata basis.
8. During the month of December, an employee may elect to receive a cash payment of up to five (5) vacation days ("Vacation Cash Out"), with said vacation days to be earned during the following calendar year (the "Accrual Year"). Said Vacation Cash Out election shall be irrevocable and will be paid in the pay period which contains December 1 of the Accrual Year, assuming said employee was still employed by the Town as of December 1 of the Accrual Year and assuming said employee has the requisite number of days he/she elected for Cash Out on the books as of December 1 of the Accrual Year.
9. Any portion of accrued leave payable which would result in a supplemental assessment by the New Hampshire Retirement System to the Town shall be made 121 days following the last day of employment.

ARTICLE 17: SICK LEAVE

1. Except as provided in 1.a, 1.b & 1.c, Sick Leave shall accrue at the rate of one (1) day per month. For employees on roll effective June 30, 2010, sick leave shall become due as earned at the end of the month and will accumulate if not used during the current year to a maximum of eighty-five (85) days. Any employee who has accumulated in excess of eighty-five (85) days upon the effective date of this Agreement shall be grandfathered at that higher rate. Sick leave accrual shall be pro-rated for Regular Part-Time employees.

1.a For employees hired on or after July 1, 2010, sick leave shall become due as earned at the end of the month and will accumulate if not used during the current year to a maximum of thirty (30) days. Any employee who has accumulated in excess of thirty (30) days upon the effective date of this Agreement shall be grandfathered at that higher rate; however, said employee's grandfathered total shall be reduced by the number of sick days used. Any employee covered by this paragraph shall not accrue further sick days until such time as his/her accumulated amount falls below thirty (30) days, and shall thereafter only accrue to the thirty (30) day limit.

1.b Fire Battalion Chiefs on the roll effective June 30, 2010 shall be entitled to sick leave at the rate of 100.8 hours per year and sick leave will accumulate if not used during the entire year to a maximum of seven hundred fifty-six (756) hours. Any employee covered by this paragraph who has accumulated in excess of seven hundred fifty-six (756) hours upon the effective date of this Agreement shall be grandfathered at that higher rate.

1.c Fire Battalion Chiefs hired on or after July 1, 2010 shall be entitled to sick leave at the rate of 100.8 hours per year and sick leave will accumulate if not used during the entire year to maximum of two hundred fifty-two (252) hours. Any employee who has accumulated in excess of two hundred fifty-two (252) hours upon the effective date of this Agreement shall be grandfathered at that higher rate; however said employee's grandfathered total shall be reduced by the number of sick hours used. Any employee covered by this paragraph shall not accumulate further sick hours until such time as his/her accumulated amount falls below two hundred fifty-two (252) hours and shall thereafter only accrue sick leave to the two hundred fifty-two (252) hours' limit.

2. The Town shall have the right at all times to investigate any sickness claimed by an employee. At the discretion of the Employee's Department Head or Immediate Supervisor, a doctor's certificate may be required for absence due to illness. When such certificate is required for three or more days of absence, it shall be at the expense of the employee. When a doctor's certificate is required for less than three days, it shall be at the expense of the Town. If the absence is for a qualifying reason under the Family Medical Leave Act (FMLA), the provisions of the Town's FMLA policy shall control.
3. Sick leave may be used for actual non-work-related sickness or injury of the employee. Sick leave, at the discretion of the Department Head, may be granted for an instance of illness of a member of the employee's immediate family, not to exceed five (5) working days per year. For purposes of the Section, immediate family shall be defined as follows: husband, wife, dependent child or parent of either the employee or employee's spouse. If the absence is for a qualifying reason under the Family Medical Leave Act (FMLA), the provisions of the Town's FMLA policy shall control.
4. At the time of voluntary termination of employment or layoff, an employee shall be entitled to receive compensation as follows (assuming he/she has the following accruals on the books at the time of separation):

<u>YEARS OF SERVICE</u>	<u>COMPENSATION*</u>
1 - 5	5 DAYS (40 HOURS)
6 - 10	10 DAYS (80 HOURS)
11 - 15	12.5 DAYS (100 HOURS)
15+	30 DAYS (240 HOURS)

* Fire Employees working a 42-hour work week shall be entitled to the hours listed above multiplied by 1.05 to account for the additional 2-hour work week.

- 4.a In the event termination of employment is the result of the employee's death, his/her beneficiaries shall be entitled to receive compensation in accordance with the above-stated accrual schedule.
5. Notification of absence shall be given as early as possible on the first day of absence. If such notification is not made, such absence may, at the discretion of the Department Head, be applied to absence without pay.
 6. If an employee has no sick leave credits, an absence shall be charged at the discretion of the Department Head to absence without pay or vacation leave. If vacation leave is to be used, the employee must first approve of its use.
 7. Any non-work-related accident or illness in excess of fifteen (15) consecutive calendar days shall be treated in accordance with ARTICLE 22 - INSURANCE, Section 4 - Short Term Disability; however, an employee may elect to use accrued sick time to supplement any STD payments to maintain his/her full wages during the term of disability until all such accrued sick leave has been exhausted. If the absence is for a qualifying reason under the Family Medical Leave Act (FMLA), the provisions of the Town's FMLA policy shall control.
 8. Employees who are re-employed following an absence of not more than one year shall be credited with their remaining unused sick leave, exclusive of payment made in accordance with Section 4 of this ARTICLE, as of their termination date provided that the absence was due to an involuntary layoff.
 9. Sick leave abuse shall constitute grounds for disciplinary action.
 10. Regular Part-Time employees shall be eligible for provisions of this Article on a pro-rata basis.
 11. Any portion of accrued leave payable which would result in a supplemental assessment by NHRS to the Town shall be made 121 days following the last day of employment.

ARTICLE 18: PERSONAL LEAVE

1. Employees who have completed their probation may apply for and be granted an unpaid leave of absence for personal reasons involving extenuating circumstances. Such leave shall be requested in writing through the appropriate channels to the Department Head. The Department Head shall submit a recommendation to the Town Manager whose decision shall be final and binding.
2. When unpaid leaves of absence exceed sixty (60) days, seniority will cease to accumulate for the additional leave period beyond sixty (60) days.
3. Any employee who accepts employment or conducts a business during a leave of absence shall be immediately terminated unless such activities had been previously approved by the Department Head.
4. Employees shall be granted one (1) paid personal day per fiscal year at their standard daily rate. Scheduling shall be with the approval of the Department Head and may be taken in one-half ($\frac{1}{2}$) day increments. There shall be no carry-over of personal days from one fiscal year to the next, and any unused personal day shall not be paid upon separation, regardless whether the separation is voluntary or involuntary.

ARTICLE 19: BEREAVEMENT LEAVE

1. Bereavement leave of two (2) shifts for 42 hour employees and (3) shifts for 40 hour employees with pay between the date of death and the date of the funeral inclusive shall be granted to an employee in the event of the death of his/her:

Spouse/Partner	Brother/Stepbrother	Son/Stepson	Grandmother	Uncle
Father	Brother-In-Law	Son-In-Law	Grandfather	Aunt
Father-In-Law	Sister/Stepsister	Daughter/Stepdaughter	Grandchild	Nephew
Mother	Sister-In-Law	Daughter-In-Law		Niece
Mother-In-Law				

2. Under extenuating circumstances, one (1) additional shift for 42-hour employees and two (2) additional shifts for 40-hour employees may be granted under Paragraph 1 of this ARTICLE with written approval of the Department Head; however, such shift(s) will be without pay or charged to vacation time or sick leave at the employee's discretion.
3. Employees may be granted two (2) shifts for 42-hour employees and (3) shifts for 40-hour employees of paid leave in the event of a serious life-threatening illness of a member of that employee's immediate family; however, the granting of any such leave shall be at the sole discretion of the Department Head and the Department Head's refusal to grant any such leave shall not be subject to the grievance or arbitration provisions set forth in ARTICLE 29 - GRIEVANCE PROCEDURE.
4. The provisions of this Article shall apply to Regular Part-Time employees on a pro-rata basis.

ARTICLE 20: MILITARY LEAVE

In situations where it is required that an employee fulfill a two-week annual military obligation, the Town agrees to pay the difference between the employee's regular salary and the base pay received from the military, based upon satisfactory evidence of such service and pay provided to the employee's immediate supervisor.

ARTICLE 21: JURY DUTY

1. An employee who is called as a juror shall assign payment received by the employee for such jury service to the Town ("sign over" the checks to the Town) and the employee will receive their regular rate of pay (budgeted wage less normal deductions, not including overtime) for such service, except that in no event shall an employee be expected to assign an amount in excess of his/her regular rate of pay.
2. Employees who are called to jury duty and are excused from jury duty for a day or any portion thereof during their normal work schedule shall be required to report to their regular work assignment as soon as is reasonably possible after being excused.
3. Satisfactory evidence of such jury service must be submitted to the employee's immediate supervisor.

ARTICLE 22: INSURANCE

1.A. Effective July 1, 2025, and in years one and two of the agreement the Town shall contribute towards the cost of health insurance selected by the eligible Full-Time employee as follows: 100% of the premium for Lumenos - High-Deductible Health Plan for single, two-person or family coverage. Effective July 1, 2027 in year three of the agreement, the Town shall contribute towards the cost of health insurance selected by eligible regular full-time employee as follows: 95% of the premium for Lumenos High Deductible Health Plan for single, two-person or family coverage, with the regular full-time employee contributing the remaining 5% of the applicable premium. In the event an employee opts for the Access Blue (HMO) Plan, the Town will contribute 80% of the Access Blue premium for single, two-person or family coverage; the employee will pay the remaining 20% of said premium.

1.B. For employees who opt to participate in the Lumenos plan and who are eligible to contribute to an HSA, the Town will contribute, during the first full pay period of July of each fiscal year, the following amounts to the employee's Health Savings Account:

\$875 single coverage / \$1,750 two-person or family coverage

At the expiration of this agreement, and until a subsequent agreement is reached, the Town's HSA contributions will continue at \$875 for single coverage and \$1,750 for two-person or family coverage.

1. C. Subject to the provisions of paragraphs 1.E and 1.F below, the Town shall offer Members who opt out of the Town's health insurance plan a buyout of health insurance premiums of \$12,000.00 per year (\$1,000 per monthly payment) for the family plan, \$10,000.00 (\$833.33 per monthly payment) for the 2-person plan, and \$5,000.00 (\$416.67 per monthly payment) for the single person plan for all Members. In the event that the Town's avoided cost for insurance is less than the above amounts, these amounts will be reduced to the avoided cost to the Town. In no event shall the payment in lieu of receiving health insurance coverage exceed the amounts shown above.

Buyout payments shall be divided into equal installments and paid in such installments during each regular pay period. If a Member's status of qualification changes after they are receiving the insurance buyout (i.e., family plan, 2-person plan or single plan), the Member shall be eligible to receive the appropriate amount whether it is an increase to the family or 2-person plan or a decrease to the 2-person or single plan.

In order to opt out of Town-sponsored health insurance, an employee must attest, during open enrollment, to having other insurance coverage for themselves and their covered tax dependents which meets the minimum essential coverage requirements under the Affordable Care Act.

1.D. If a Full-Time employee in this Association is married to another Full-Time employee of the Town on or after June 30, 2020, the employee with the lower applicable opt-out payment shall receive the opt-out payment.

1.E. For employee spouses hired on or after July 1, 2020, there shall be no opt-out payment provided to the spouse who is not the primary insurance holder.

2. Dental Insurance: The Town agrees to provide, at no cost to employees, dental insurance through Northeast Delta Dental, Option III (or comparable coverage mutually agreed upon),

Coverage A - 100%, Coverage B - 80%, Coverage C - 50%, with \$25/\$75 deductible and \$1,000 maximum per year or equal coverage for single, two-person, or family membership.

3. Life Insurance and Disability: The Town shall provide, at no expense to employees, life insurance equal to one (1) year's salary up to a maximum of \$100,000, with benefits for dismemberment.
4. Short-Term Disability and Long-Term-Disability:
 - 4.1 The Town shall provide, at no expense to employees, short-term disability insurance covering non-work-related accidents and illness to commence on the sixteenth (16th) day of such illness or accident with a maximum benefit period of twenty-six (26) weeks at 66 2/3% of the employee's basic weekly earnings to a weekly maximum benefit of seven hundred fifty dollars (\$750).
 - 4.2 The Town shall provide, at no expense to employees, long term disability insurance covering non-work-related accidents or illness to commence after the twenty-sixth (26) week of such accident or illness at 66 2/3% of the employee's basic monthly earnings, up to a monthly maximum benefit of \$6,000.00.

5. Indemnification of Association Members:

The Town shall indemnify and save harmless any employee covered by this Agreement and acting within the scope of his/her employment and authority from personal financial loss and expense including reasonable legal fees and costs, if any, arising out of any claim, demand, suit or judgment by reasons of: (a) Negligence of other act resulting in accidental injury to a person or accidental damage to or destruction of property, and (b) Any act or omission constituting a violation of civil rights of any person under Federal Law if such act or omission was not committed with malice. The Town shall supply the employee with counsel or, if there is a legal conflict of interest, pay his or her reasonable attorney's fees. The operation of this paragraph is contingent upon the employee's cooperation with the Town in the defense of any action brought against the employee and/or the Town.

6. Flexible Benefit Plan: Employees shall be eligible to participate in the Town's Flexible Benefit Plan eligibility for health insurance or a health insurance buyout as provided in Section 1 of this Article. Each Plan Year shall extend from July 1 through June 30 of each year for the life of the contract. Personal election forms and options for each Plan Year shall be published sufficiently in advance of July 1 of each year to provide for employee enrollment / changes / cancellation.

7. Retiree Medical Insurance:

New Hampshire RSA 100-A:50 requires every political subdivision of the State to permit its employees upon retirement to continue to participate in the same group health plan coverage as is provided to active employees. The Town complies with this RSA.

Medicare eligible Retirees and Medicare eligible spouses and dependents of Retirees may enroll in the Medcomp III Plan Without Prescription Coverage (MCNRX) or the Medicare Advantage Prescription Drug Plan (MAPD).

Each political subdivision, as employer, may require a Retiree to pay any part or all of the cost of the Retiree's participation in the Retiree health plan including the Medicare supplemental plans.

The Town of Londonderry requires that Retirees pay 100% of the premium for all health plans offered.

The Town reserves the right to make changes in the insurance carriers, claims administrator organization, or method of providing Insurance-Supplementary Compensation at any time in the Town's opinion that financial or service considerations make such a change, advisable, providing such change shall not increase cost to the employee by means of deductibles, co-payments and that the overall benefits structure shall be comparable to the plan replaced, except as otherwise provided for in this Article.

8. Regular Part-Time Employees do not participate in the Town's health, dental, or other insurance benefits outlined in this article.

ARTICLE 23: WORKERS' COMPENSATION

1. All employees of the Town who are injured or incur a job-related illness while in the performance of their duties shall receive any difference between their Workers' Compensation award and their base pay while on injury/illness for a period of twelve (12) months from date of such injury or illness. Following the period of twelve (12) months, employees may utilize any accrued vacation, sick leave, or personal days to cover any differential between their workers' compensation benefits and their regular base pay subject to all applicable deductions. The employee shall be responsible for payment of any contractual deduction (e.g., health insurance); failure to meet such payment for such obligations shall result in cancellation of the applicable benefit.
2. If an employee is denied benefits, he/she must repay the Town for all compensation received by virtue of payments provided under Paragraph 1, and repayment shall be made in accordance with applicable law.

ARTICLE 24: CLOTHING

1. If Association members are required to wear a uniform, the Town will provide the initial uniform issue to those employees. The uniform shall be specified by the Department Head, who shall maintain a list of approved uniform clothing items.
2. Employees required to wear a uniform shall receive an annual uniform allowance of eight hundred dollars (\$800.00) per year for the purposes of purchasing and maintaining required uniforms. Civilian employees not required to wear an official uniform shall receive an annual clothing allowance of three hundred fifty dollars (\$350.00) per year for the purposes of purchasing and maintaining occasional-wear official department clothing. All such clothing allowances shall be paid in the second pay period of July as a lump sum through payroll and are subject to applicable taxes and withholding. Employees with less than one (1) year of service shall receive the aforementioned uniform allowance on a pro-rata basis. The parties agree, as a material term of this Agreement, that the member is fully responsible for his/her uniform and its appearance.

ARTICLE 25: EDUCATIONAL INCENTIVE

1. Any employee who has or subsequently earns a Master's or Doctorate degree shall receive an annual educational incentive of \$500 for a Master's Degree or \$1,000 for a Doctorate degree, provided such degrees are deemed to be directly function-related by the employee's Department Head. Such incentives are not cumulative and shall be payable in regular pay intervals installments throughout the year.

2. Any employee hired on or after July 1, 1994, who achieves a Master's or Doctorate degree in a directly function-related curriculum as determined by the functional Department Head shall receive a one-time lump sum award of \$500 for each such degree, except that there shall be no multiple awards for multiple degrees.
3. Employees shall receive tuition reimbursement for courses taken in a job-related degree program, certificate program or any other program approved by their department head according to the terms of this paragraph. In order for a course to qualify for reimbursement, an employee must earn a passing grade which shall be evidenced by a report from the school. The union, in its discretion as to order (whether it be first come-first served or another method of the union's choosing), shall submit tuition reimbursement requests to the Town (along with proof of required grade as set forth above), and reimbursement shall be made directly to the employee. If tuition reimbursement exceeds the IRS calendar year limit for any one individual (currently, \$5,250/year), such tuition reimbursement may be taxable to the employee; such determination will be made on a case-by-case basis in accordance with IRS regulations. The Town shall provide tuition reimbursement for association members up to a total of Eight Thousand Dollars (\$8,000) per contract year, with said monies to be divided among its association members however the union directs the Town to do so. In the event that any portion of the Eight Thousand Dollars (\$8,000) pot is not disbursed in any contract year, such balance shall be carried over to the next contract year, except that in no event shall a combined carry-over and current contract year appropriation exceed Ten Thousand Dollars (\$10,000)."

ARTICLE 26: CERTIFICATION INCENTIVES

Members of the Fire Department on roll effective June 30, 2003 shall receive incentives upon attainment of the following certifications:

Firefighter - Level 1	\$100 Annually	EMT	\$500 Annually
Firefighter - Level 2	\$200 Annually	EMT D	\$250 Annually
Firefighter - Level 3	\$300 Annually	EMT I or EMT A	\$250 Annually
Driver/Pump Operator	\$200 Annually	EMT P (Exempt)	\$1,000 Annually
Fire Officer 1	\$500 Annually	EMT P (Non-Exempt)	\$750 Annually
Fire Officer 2	\$500 Annually	Fire Plans Examiner*	\$250 Annually
Career Level	\$100 Annually		
Instructor	\$200 Annually		

*This incentive is available only to the position of Fire Marshal and/or Division Chief of Fire Prevention.

Employees hired after June 30, 2003, shall receive incentives upon attainment of the following certifications:

EMT D	\$250 Annually	EMT P (Exempt)	\$1,000 Annually
EMT I or EMT A	\$250 Annually	EMT P (Non-Exempt)	\$750 Annually
Firefighter - Level 3	\$300 Annually	Fire Plans Examiner*	\$250 Annually
Driver/Pump Operator	\$200 Annually		
Fire Officer 1	\$500 Annually		
Fire Officer 2	\$500 Annually		
Instructor	\$200 Annually		

*This incentive is available only to the position of Fire Marshal and/or Division Chief of Fire Prevention.

Employees promoted into the unit after June 30, 2003, shall receive the same incentives received prior to such promotion.

All employees receiving any certification incentive for the above-listed achievements must successfully pass a departmental examination at least once every two (2) years, equivalent to a re-accreditation at their then-current level of certification. Failure to do so will result in loss of incentive pay. All the above certification incentives are cumulative and are to be payable in regular pay intervals throughout the year.

ARTICLE 27: OUTSIDE WORK DETAILS

Compensation and scheduling for Outside Work Details for Fire Department members shall be on the same terms, conditions, and rates as provided for Fire Fighters.

ARTICLE 28: DISCIPLINE AND TERMINATION FOR CAUSE

1. An employee may be disciplined or terminated/dismissed if there is found to be just cause for such action. Just cause shall include, but not be limited to, the following:

- 1.1 Incompetence
- 1.2 Improper behavior in the line of duty
- 1.3 Behavior detrimental to the Town
- 1.4 Failure to carry out assigned duties.

2. All of the above shall be subject to the grievance procedure.

ARTICLE 29: GRIEVANCE PROCEDURE

1. Definition

1.1 A grievance under this article is defined as an alleged violation of any of the provisions of this Agreement, except as provided for in ARTICLE 6 - MANAGEMENT RIGHTS.

1.2 An employee who has a “complaint” may take up the complaint with his/her immediate supervisor verbally within five (5) working days of the incident or the date the employee could reasonably have first been made aware of the incident, before processing the complaint as a formal grievance. The immediate supervisor shall give his/her answer within five (5) working days. It is anticipated that nearly all complaints can be resolved informally without grievance.

2. Each grievance submitted by the Association must be in writing and must contain a statement of facts surrounding the grievance and the provision(s) of this Agreement allegedly violated; the relief requested, and the extent to which the grievant has sought an informal adjustment of the grievance.

2.1 Written grievances must be submitted to an Association member’s Department Head within five (5) working days of the incident or the date the employee could reasonably first been made aware of the incident or, in the event a complaint has been filed within five (5) working days of denial of the complaint by the immediate supervisor. The Department Head will meet with the employee within five (5) working days after receipt of the written grievance and will give a written reply to the employee within five (5) working days thereafter.

3. If the employee is not satisfied with the Department Head’s decision, he/she may file, within five (5) working days following the Department Head’s decision, a written appeal with the Town Manager, who shall hold an informal hearing with the affected employee, a representative of the Association, and the

Department Head, within thirty (30) working days of the receipt of the appeal, and provide a written decision within seven (7) working days after the hearing.

4. If the employee is not satisfied with the decision of the Town Manager, the Association may file, within twenty (20) calendar days, following the receipt of the decision of the Town Manager, a request for arbitration to the New Hampshire Public Employee Labor Relations Board, (PELRB), under its rules and regulations. The decision of the arbitrator shall be final and binding on the parties.

- 4.1 The cost of the arbitrator shall be borne equally by the Town and the Association with each party responsible for its own costs.
- 4.2 The foregoing time limitations may be extended by mutual agreement of the parties.
- 4.3 Failure of the grievant to abide by the time limits set out in this article shall result in the grievance being deemed abandoned.
- 4.4 Failure of the Town to abide by the time limits set out in this article shall result in the grievance being deemed granted.

ARTICLE 30: FAMILY AND MEDICAL LEAVE

The Town will abide by FMLA and State laws, rules, and regulations.

ARTICLE 31: ACCRUAL OF SICK AND VACATION TIME WHILE ON LEAVE

1. An employee who is receiving wage replacement through short-term disability, workers' compensation or New Hampshire Paid Family Medical will continue to accrue vacation time and sick time.
2. An employee on unpaid leave (including unpaid FMLA leave and unpaid disciplinary leave) will NOT accrue vacation time and sick time during such unpaid leave.
3. Employees who are receiving long-term disability payments from the Town's carrier will not accrue vacation time and sick time while on long-term disability leave.

ARTICLE 32: DURATION OF AGREEMENT

This Agreement shall be in full force and effect on July 1, 2025 at 12:00 AM and shall expire on midnight, June 30, 2028.

ARTICLE 33: MUTUAL AGREEMENT

Any article in this agreement may be opened to negotiations upon mutual agreement between the elected representative of the Association and the Town.

ARTICLE 34: SEVERABILITY

In the event that any article or section of an article of this Agreement is declared to be illegal, void, or invalid in whole or in part by a Court of competent jurisdiction after all appeals, if any, have been exhausted, all other articles and sections of articles shall remain in full force and effect to the same extent that the article or section of an article declared to be illegal, void, or invalid had never been incorporated into this agreement.

ASSOCIATION

TOWN

Ryan Lones, AFSCME Date

Town Manager Date

Brian Johnson, President Date

Bob Kerry, Secretary/Treasurer Date

Kirsten Hildonen, Chapter Chair Date

LAEA Public Safety Salary Ranges - 7/1/25 - 6/30/28

EFFECTIVE 7/1/25 – 6/30/26	MINIMUM	MAXIMUM
Assistant Fire Chief	\$100,755.20	\$126,505.60
Fire Battalion Chief	\$91,859.04	\$110,117.28
Fire Deputy Chief	\$99,694.40	\$120,036.80
Fire Executive Assistant	\$51,251.20	\$71,344.00
Fire Marshall/Div. Chief of Fire Protection	\$81,993.60	\$103,916.80

EFFECTIVE 7/1/26 – 6/30/27	MINIMUM	MAXIMUM
Assistant Fire Chief	\$105,164.80	\$132,038.40
Fire Battalion Chief	\$95,877.60	\$114,922.08
Fire Deputy Chief	\$104,062.40	\$125,278.40
Fire Executive Assistant	\$53,497.60	\$74,464.00
Fire Marshall/Div. Chief of Fire Protection	\$85,571.20	\$108,451.20

EFFECTIVE 7/1/27 – 6/30/28	MINIMUM	MAXIMUM
Assistant Fire Chief	\$109,574.40	\$137,592.00
Fire Battalion Chief	\$99,918.00	\$119,748.72
Fire Deputy Chief	\$108,430.40	\$130,540.80
Fire Executive Assistant	\$55,744.00	\$77,729.60
Fire Marshall/Div. Chief of Fire Protection	\$89,169.60	\$113,006.40

The Battalion Chief of Operations shall have \$5,000 added to his/her base salary (to be included in his/her hourly rate) while occupying that role.

LAEA Public Safety

PERFORMANCE EVALUATION

Employee Name: _____ Title: _____ Department: _____	Evaluator Name: _____ Review Period: _____ Date: _____
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Members of the association shall be evaluated by their immediate supervisor at least once annually. This evaluation shall take place on or about the date of hire (or if promoted from within, the promotion date into their current position in the Association). The evaluation shall become the basis for any available merit eligibility.

INSTRUCTIONS:

1. In **SECTION I** the supervisor should provide feedback on five applicable performance dimensions. These dimensions shall be determined by the supervisor and may include the following: work quality, communications, problem solving, collaboration, decision-making, planning and organization, adaptability, leadership, flexibility, handling stress, innovation, initiative, leadership, technical knowledge, or any criteria that is pertinent to the employee's position.
**All employees in the same position shall be evaluated on the same performance criteria.*
***Supervisors will inform employees of the five criteria their position will be rated on in advance of the start of the performance period, or when the employee is hired into or promoted into a position.*
2. In **SECTION II** the supervisor should provide feedback on the progress made toward goals set in the prior year's performance evaluation, if applicable.
3. In **SECTION III** the supervisor should list significant achievements, list areas of improvement and provide a list of goals for the employee to work toward in the coming performance year. The supervisor should indicate the recommended merit increase. Employees shall be eligible for an annual merit increase as set forth in the applicable collective bargaining agreement.
4. The supervisor should review the evaluation with the employee.
5. In **SECTION IV** the employee may add comments.
6. In **SECTION V** the evaluation should be signed by the employee, supervisor, and Town Manager.

LAEA Public Safety
PERFORMANCE EVALUATION

SECTION I

CRITERIA:	

CRITERIA:	

**LAEA Public Safety
PERFORMANCE EVALUATION**

CRITERIA:	

CRITERIA:	

LAEA Public Safety
PERFORMANCE EVALUATION

CRITERIA:	

SECTION II

PROGRESS TOWARD GOALS SET DURING LAST PERFORMANCE EVALUATION:

LAEA Public Safety

PERFORMANCE EVALUATION

SECTION III

Achievements:

1. _____
2. _____
3. _____

Areas of improvement:

1. _____
2. _____
3. _____

Goals:

1. _____
2. _____
3. _____

Recommended merit increase: _____%

LAEA Public Safety PERFORMANCE EVALUATION

SECTION IV

EMPLOYEE COMMENTS:	

SECTION V

* I have met with the evaluator who completed this appraisal and have had an opportunity to comment in the space above.

Employee Signature _____

Date _____

Supervisor Signature _____

Date _____

Town Manager Signature

Date _____

AFSCME STRONG

AFSCME Council 93

☐ **Yes! I am AFSCME Strong.**
I want a strong voice at work and in my community

Yes, sign me up to:

- ☐ Talk to colleagues at work about AFSCME
- ☐ Make phone calls to AFSCME members for campaigns
- ☐ Knock AFSCME member doors during campaigns

Membership Application

American Federation of State, County and Municipal Employees Membership and Authorization for Dues Deduction

I hereby apply for membership in Council 93 (hereafter "Union") and I agree to abide by its Constitution and Bylaws. I authorize the Union and its successor or assignee to act as my exclusive bargaining representative for purposes of collective bargaining with respect to wages, hours and other terms and conditions of employment with my Employer.

Effective immediately, I hereby voluntarily authorize and direct my Employer to deduct from my pay each pay period, regardless of whether I am or remain a member of the Union, the amount of dues certified by the Union, and as they may be adjusted periodically by the Union, and to authorize my Employer to remit such amount monthly to the Union.

This voluntary authorization and assignment shall remain in effect in accordance with the applicable collective bargaining agreement. If the applicable collective bargaining agreement or state statute does not address revocation, then this voluntary authorization and assignment shall be irrevocable, regardless of whether I am or remain a member of the Union, for a period of one year from the date of execution or until the termination date of the collective bargaining agreement (if there is one) between the Employer and the Union, whichever occurs sooner, and for year to year thereafter unless I give the Employer and the Union written notice of revocation not less than ten (10) days and not more than twenty (20) days before the end of any yearly period, or in accordance with state statute. The applicable collective bargaining agreement is available for review, upon request. This card supersedes any prior check-off authorization card I signed.

I recognize that my authorization of dues deductions, and the continuation of such authorization from one year to the next, is voluntary and not a condition of my employment.

In order to comply with Internal Revenue Service rulings, be advised that your membership dues are not deductible for federal income tax purposes. However, they may be tax deductible as ordinary and necessary business expenses.

☐ New Member

PLEASE PRINT LEGIBLY.

☐ Re-commit

291

Local Number

Town of Londonderry

Employer

Last Name

First Name

M.I.

Street Address

Apt. No.

City

State

ZIP Code

SSN (last four digits)

Employee ID #

Job Title

Cell Phone

Personal E-mail Address

By providing my cell phone number, I understand that AFSCME and its affiliates may use automated calling technologies and/or text message me on my cell phone on a periodic basis. Carrier message and data rates may apply to such texts.

Signature

Date

Contribution Form

AFSCME PEOPLE
 Become a PEOPLE MVP for \$8.35/ month (\$100 annually)

**AFSCME
PEOPLE**

I hereby authorize my employer and associated agencies to deduct, each pay period, the amount certified as a voluntary contribution to be paid to the treasurer of American Federation of State, County and Municipal Employees PEOPLE, AFSCME, AFL-CIO, P.O.

Deduction Per Pay Period
☐ \$5 ☐ \$10 ☐ \$15
☐ Other \$ _____ each pp

Circle jacket size.
 S M L XL 2XL Other _____

For Office Use Only

☐ JACKET RECEIVED

Box 65334, Washington, D.C. 20035-5334, to be used for the purpose of making political contributions and expenditures. My contribution is voluntary, and I understand that it is not required as a condition of membership in any organization, or as a condition of continued employment, and is free of reprisal. I understand that any contribution guideline is only a suggestion and I am free to contribute more or less than that amount and will not be favored or disadvantaged due to the amount of my contribution

or refusal to contribute, and that I may revoke this authorization at any time by giving written notice.

Signature

Date

In accordance with the federal law, AFSCME PEOPLE will accept contributions only from members of AFSCME and their families. Contributions from other persons will be returned. Contributions or gifts to AFSCME PEOPLE are not deductible as charitable contributions for federal income tax purposes.

PLEASE PRINT LEGIBLY.

Last Name

First Name

M.I.

Street Address

Apt. No.

City

State

ZIP Code

SSN (last four digits)

Employee ID #

Occupation

Local Number

Employer

Cell Phone

Home Phone

By providing my cell phone number, I understand that AFSCME and its affiliates may use automated calling technologies and/or text message me on my cell phone on a periodic basis. Carrier message and data rates may apply to such texts.

Personal E-mail Address

American Federation of State, County & Municipal Employees, Council 93, AFL-CIO

77 Sundial Ave, Suite 104W • Manchester, NH 03103 • Phone: (603) 606-6723

Website: www.afscme93.org

Membership Rejection Statement

I hereby decline membership in AFSCME Council 93, Local 291, I acknowledge and agree to the following:

1. I have been offered the opportunity to join AFSCME as a dues paying member by signing the attached membership application, but have declined to do so, and as a full dues paying member of the Union in good standing, I would be entitled to full representation at no additional cost to me.
2. If I seek to have the Union represent me in any future proceedings, I shall pay AFSCME the full cost of any representation services that I receive. An initial deposit of one thousand dollars (\$1,000.00) for retainer of services will be submitted along with any supporting documentation to the AFSCME Staff Representative, AFSCME Council 93, 77 Sundial Ave Suite 104W, Manchester, NH 03103. This retainer shall be used to pay for initial steps required for representation, attorney services, support services, their expenses, arbitration, arbitrator's services and/or fees, plus any other expenses the Union may rightfully charge for including but not limited to postage, photocopies, duplication of audio or video files, storage disks, transcriptions, etc.
3. Failure to notify the Union in writing of your desire to be represented by the Union, shall constitute a waiver of Union representation.
4. If the cost of representation, as outlined below in the fee schedule, exceeds the one thousand dollar (\$1,000.00) deposit, I agree to pay the balance owed as billed by AFSCME, prior to proceeding with the investigation or to the next progressive step in the grievance procedure. If the undersigned fails to comply with the payment of any/all fees within fifteen (15) days of being invoiced by the Union, I understand that the grievance shall be withdrawn. The contractual grievance procedure time frames shall not be extended pending payment of said invoice.
5. If the cost of representation, as outlined below, is less than the one thousand dollar (\$1,000.00) retainer, the unused portion shall be returned to the undersigned.
6. Pursuant to the Parties Collective Bargaining Agreement, AFSCME is the only party that can appeal a grievance to arbitration.
7. The Union reserves the right to review any and all grievances filed for arbitration, and all grievances shall be subject to the same internal review process as a full dues paying member of the Union.

Fee Schedule as of July 2017*:

Attorney	-	\$250.00/hour plus expenses
Staff Representative	-	\$125.00/hour plus expenses
Research Fees	-	\$100.00/hour plus expenses
Support Services	-	\$75.00/hour
Arbitration	-	<u>All</u> costs incurred in arbitration including but not limited to filing fees and expenses

Please print the following information:

Name: _____

Street: _____ City: _____ State: _____ Zip: _____

Job Title: _____ Employer: _____ Work Location: _____

Signature: _____ Date: _____

**This fee schedule is subject to review and change at anytime*