

AGREEMENT BETWEEN
THE TOWN OF DERRY, NEW HAMPSHIRE
AND
LOCAL #1801 AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL EMPLOYEES
AFL-CIO
ADMINISTRATIVE SUPPORT STAFF

July 1, 2012 – October 31, 2012

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I. Agreement

This Agreement between the Town of Derry (hereinafter called the "Town") and Local #1801 of the American Federation of State, County and Municipal Employees AFL-CIO Administrative Support Staff Unit (hereinafter called the "Union") is made and entered into on this ____ day of June 2012.

II. Purpose

The general purpose of this Agreement is to set forth agreements reached between the Town and the Union with respect to wages, hours and other terms and conditions of employment for Administrative Support Staff personnel in the bargaining unit described in Article III – Recognition.

III. Recognition

1. The Town recognizes the Union as the exclusive bargaining agent for all regular permanent members of the Administrative Support Staff listed on the Compensation and Classification Plan in Appendix A.
2. The term "employee" as used herein refers to members of this unit as listed above.
3. It is understood that nothing contained in this Article shall be construed to prevent the Town or appropriate Representatives thereof from meeting with any individual or organization to hear views on any matters, except that as to matters so presented which are the proper subject of collective bargaining negotiations, and covered by a term of this Agreement, any changes shall be made only through negotiations and agreement with the Union.

IV. Probation

1. Each new employee and each employee promoted to a higher classification shall serve a probationary period of six (6) months. Newly hired dispatchers will serve a one (1) year probationary period. Promoted/transferred dispatchers may serve up to a one (1) year probationary period at the discretion of the Town.
2. Until a newly hired employee has served the six (or twelve) 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. Such discharge or lay-off shall not be subject to grievance procedure. This clause does not apply to promoted/transferred employees.

V. Exclusions

1. The inclusion or exclusion in the bargaining unit of new personnel classifications established by the Town shall be preceded by discussion with the Union. Any impasse in this area shall be submitted to the Public Employee Labor Relations Board for resolution.
2. The exclusion of members from the unit for the purpose of assuming confidential status shall be preceded by discussion with the Union. Any impasse in this area shall be submitted to the Public Employee Labor Relations Board for resolution.

VI. Non-Discrimination

The Town of Derry and the Union agree that the provisions of this Agreement shall be applied to all employees without discrimination due to age, sex, transgender status, race, color, creed, marital status, physical or mental disability, national origin, sexual orientation, religious belief or any other legally protected classification. There shall be no intimidation or coercion of employees who exercise their rights to bargain collectively through the Union because of their membership therein or their activities on behalf of the Union in accordance with the provisions of RSA 273-A.

VII. Management Rights

1. The parties agree that all the rights and responsibilities of the Town which have not been specifically provided for in this Agreement are retained in the sole discretion of the Town whose right to determine and structure the goals, purposes, functions, and the policies of the Town without being subject to the grievance and arbitration procedures of this Agreement shall include but not be limited to the following: (a) the right to direct employees; to determine qualifications, promotional criteria, hiring criteria, standards for work, and to hire, suspend, demote, discharge or take other disciplinary actions against an employee for proper and just cause, subject to the other provisions of this Agreement, including grievance and arbitration; (b) the right to relieve an employee from work because of lack of work or other legitimate reasons; (c) the right to take such action as in its judgment it deems necessary to maintain the efficiency of Town's operations; (d) the right to determine the means, methods, budgetary, and financial procedures, and personnel by which the Town's operations are to be conducted; (e) the right to take such actions as may be necessary to carry out the missions of the Town in case of emergencies; (f) the right to make rules, regulations, and policies not inconsistent with the provisions of this Agreement and to require compliance therewith; and (g) the right to subcontract.
2. It shall also be the right of the Union, however, to present and process grievances of its members whose wages, hours or working conditions are changed in violation of this Agreement as a result of management exercising the above mentioned rights, whenever such grievances exist.

VIII. Stability of Agreement

Should any article, section or subsection thereof of this Agreement be declared invalid because it is in conflict with a federal or state law or be held to be unenforceable by any court of competent jurisdiction, such determination shall apply only to the specific article, section, or subsection thereof which has been declared invalid or unenforceable. Neither party is required to make a concession in order to reach agreement on the specific article, section or subsection in question.

IX. Union Business

1. The Town agrees to allow Union representatives, stewards and/or aggrieved employees reasonable time without loss of pay during regular working hours for the purpose of collective bargaining or processing grievances, provided such time away from work does not interfere with the work of the department involved. The Union representatives 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.

2. Employees elected as delegates to the AFSCME International Convention, AFSCME New Hampshire Council #93 Convention, or the NH State Labor Council AFL-CIO 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 an individual employee to attend the above mentioned conventions.
3. Agency Fee: New employees hired into a position represented by the Union must, within thirty (30) days after completion of probation, either join the Union or pay an agency fee. The amount of the fee shall be determined by the Union and must not exceed the cost of Union dues. Any employee refusing to pay the agency fee will be terminated from employment.
4. Should there be a dispute between an employee and the Union over the matter of an employee's Union membership, the Union agrees to hold the Town harmless in any such dispute.

X. Disciplinary Procedures

1. All disciplinary action shall be in a fair manner and shall be consistent with the infraction for which disciplinary action is being taken.
2. 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.
3. Disciplinary action will normally be taken in the following order:
 - a) Verbal warning
 - b) Written warning
 - c) Suspension without pay
 - d) Discharge
4. No employee shall be penalized, disciplined, suspended or discharged without just cause.

XI. Consultation

Representatives of the Union may meet with the Town Administrator or his/her designee at any time to discuss matters of concern. However, grievances must be submitted in accordance with the procedure contained in this Agreement.

XII. Grievance Procedure

1. Definition: A grievance under this Article is defined as an alleged violation of any provision of this Agreement in which the individual grievant alleges a personal loss or injury.
2. Informal Procedure: An employee who has a complaint must take up the complaint with

his/her immediate supervisor verbally before he/she can process the complaint as a formal grievance. The immediate supervisor shall respond within three (3) days. It is anticipated that nearly all complaints can be resolved informally without grievance.

3. Formal Procedure:

Each grievance must be submitted in writing by the Union and must contain a statement of the facts surrounding the grievance, the provision(s) of this Agreement allegedly violated, and the relief requested.

Step One: An employee desiring to process a grievance must file a written statement of the grievance to the Department Head involved no later than ten (10) business days after the employee knew the facts on which the grievance is based, and in no case more than one (1) year from the occurrence of the act by the Town causing the grievance. The Department Head shall meet with the employee within five (5) business days following receipt of the notice and shall give a written decision within five (5) business days thereafter.

Step Two: If the employee is not satisfied with the decision of the Department Head, he/she may file, within ten (10) business days following the Department Head's decision, a written appeal to the Town Administrator setting forth the specific reasons why he/she believes the Agreement is being violated by the Town. (If the Town Administrator is the Department Head, then the employee may go directly to Step Three.) Within ten (10) business days following receipt of the appeal, the Town Administrator or his/her designee shall either issue a written decision or schedule a hearing. Said hearing shall be held no later than thirty (30) calendar days following receipt of the appeal and a written decision shall be rendered within five (5) business days thereafter.

Step Three: Grievance Mediation may take place after Step Two if agreed to by both parties. Mediation services through the Federal Mediation and Conciliation Service shall be used.

Step Four: If the employee is not satisfied with the decision of the Town Administrator, or if Grievance Mediation is used and no resolution found, the Union may file within twenty (20) business days following mediation or the receipt of the decision of the Town Administrator or designee, a request for arbitration to the Public Employees Labor Relations Board. The decisions of the arbitrator shall be final and binding on the Parties.

The cost of arbitration shall be borne by the party for whom the arbitrator has ruled against.

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

Failure of the grievant to abide by the time limits set out in this article shall result in the grievance being deemed settled on the basis of the last decision made by the Town. Failure of the Town or its representatives to provide a decision at any step of the procedure shall result in the grievance automatically progressing to the next step of the procedure.

A grievant may be present at all steps of the procedure.

XIII. No Strike

The Union and its members agree not to cause, condone, sanction, or participate in any strike, walkout, slowdown, or work stoppage.

XIV. Personnel Reduction and Recall

1. In the case of a personnel reduction, the Town shall consider employees' qualifications and performance. When qualifications and performance are equal, Bargaining Unit seniority shall be the determining factor in the decision to layoff.
2. In the event of a permanent lack of work the displaced employee(s) shall have the right of replacing another employee(s) in any classification by virtue of Bargaining Unit Seniority for which they are qualified and have Bargaining Unit Seniority. Such placement shall be at the employee's present step except that in no case shall such placement result in a wage rate in excess of the maximum rate of the lower classification. Displaced employee(s) shall have the same right of reassignment as referred to in this section.
3. The names of employees laid off from the bargaining unit will be maintained on a recall list for two (2) years from the date of such lay off by the Town. A copy of this list shall be forwarded to the Secretary of the Local #1801, within ten (10) days. Such employees will be offered recall when or if vacancies occur in the bargaining unit for which they are qualified. If a laid off employee is notified by telephone or by certified letter sent to his/her last known address on the records of the Town to return to work, he/she must notify the Town within three (3) days of his or her intention to reject or accept and must report to work within two (2) weeks of such acceptance or he/she shall cease to have any rights based on seniority and shall be terminated.

Recalled employees who return to work will be credited with prior length of service.

4. In cases of personnel reduction, probationary, and part-time employees shall be laid off prior to any permanent full-time employee, except in specialized positions where such action would diminish the effectiveness of a Department, for example Evidence Clerk.

XV. Holidays

Employees shall be excused from work and shall receive their regularly scheduled pay for the following eleven (11) holidays.

New Year's Day	Labor Day
Martin Luther King Day	Veteran's Day
Washington's Birthday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Day before Christmas
	Christmas Day

XVI. Holiday Pay

1. If a holiday falls on an employee's regularly scheduled day off he/she shall celebrate the holiday on his/her closest regularly scheduled working day, when practical as determined by the Department Head.

2. If an employee is required to work on a holiday, he/she shall be granted another day off in lieu of the holiday or shall be paid for the holiday at the rate of time and one-half over and above the pay for the holiday, for all hours worked at the employee's option.
3. An employee shall be entitled to holiday pay if he/she works the regular workdays preceding and following the holiday, but not otherwise, unless the absence is paid by Earned Time, Personal Day, Bereavement or Jury Duty pay.

XVII. Earned Time

1. Earned Time is an alternative approach to the traditional manner of providing paid vacation and paid sick time by combining these days into a single benefit. Earned Time is available as soon as it is accrued. Eligible new hires on probation accrue Earned Time.
2. Coverage: Employees who are employed in a permanent position of at least 75 percent time are covered by Earned Time. The accrual rates are as follows:

<u>Years Of Service</u>	<u>Fraction of A Day Earned per Hour</u>	<u>Days Accrued (approx.) per Month</u>	<u>Annual Days</u>
0 thru 5	.012	2.08	25
6 thru 10	.0144	2.50	30
after 10	.0173	3.00	36

3. For the purpose of this policy, years of service will be calculated in a manner identical to that used for purposes of Bargaining Unit Seniority (Article XXI, Sec. 1. a.). Employees accumulate Earned Time based on regularly scheduled hours worked or in pay status up to those hours budgeted for the position (other non-status hours worked and supplemental compensation such as overtime are excluded) and on years of service to the Town.
4. Restoration of Service Credit: An employee whose break in service from the Town (due to resignation, layoff or approved leave of absence) is less than one year will have his/her service bridged for purposes of computing Earned Time accrual. For breaks of more than one year, an individual will earn one year credit for each year of employment after return until the total past credit is accrued. After nine (9) years of employment following return to work, credit for all previous service will be given.
5. Usage: Earned Time may be taken to cover absence for any reason and may be used any time after being earned, including during an employee's probationary period. All planned absences shall be mutually agreed upon by the employee and his/her supervisor prior to the date of absence.

Non-exempt employees who do not work their full regularly scheduled work week will be automatically paid Earned Time (if available) to make up the full week.

There shall be a selection period for Earned Time requests beginning January 1st until March 1st of each year. Employees who wish to do so may select their first two preferred weeks of Earned Time. Bargaining Unit seniority shall be used to resolve priority questions. Requests made after March 1st shall be granted 1st come 1st serve.

Earned Time benefits may be used to "make an employee whole" if there is any shortfall

in net earnings because of a disability related absence.

Emergency Earned Time shall be granted upon request, contingent upon substantiation of the emergency to the satisfaction of the Department Head, (to include but not limited to mental and physical sickness, and personal emergencies). Upon request of emergency Earned Time, the employee(s) shall state the nature of the emergency. (i.e. nature of illness, personal emergency, etc.)

Emergency Earned Time will not affect any other employee who has already been granted Earned Time.

Employees utilizing emergency Earned Time while on duty shall be charged only for the actual time taken. (i.e. 1, 2, 3 hours, etc.) All non-emergency Earned Time usage may be taken in one hour increments, except Dispatchers who must use Earned Time in 4 hour increments.

6. Minimum Usage: There is a minimum usage of Earned Time days required each year. See schedule below:

<u>Years of Service</u>	<u>Minimum Usage per Year*</u>
0 thru 5	13 days
6 thru 10	15 days
After 10	18 days

*Computation of minimum usage will occur as of December 31st of each year.

Employees with less than six months of service are exempt from minimum usage requirements. Employees, in any event, may not accumulate more than ninety (90) days of Earned Time.

7. Buy Back

- a) On Demand

The Town shall buy back, upon request by an employee, any Earned Time days accrued in excess of the employee's applicable annual accrual amount, at the rate of one (1) Earned Time day for one (1) day's pay. On-demand buy backs shall be exclusive of the minimum usage requirement.

- b) Annual

The Town shall buy back from each employee unused Earned Time days accrued in excess of each employee's applicable maximum accrual at the rate of one (1) for one (1). Annual buy backs shall be paid no later than the third Thursday in January of each year based on the prior year's activity and shall be exclusive of minimum usage.

8. Termination: The balance of all unused Earned Time will be paid at the time of termination or retirement at the current base pay rate. Employees may leave Earned Time earnings intact, pending recall, if the nature of their absence from employment is layoff.

In the event of the death of an employee, his/her Earned Time benefit shall be paid in full to his/her beneficiary as noted on the employee's group life insurance beneficiary form.

9. Personal Day: Each employee will be entitled to two (2) paid personal days per calendar year; employees with fifteen (15) years of service will be entitled to three (3) paid personal days per calendar year. This time is additional to the Earned Time benefit and cannot be carried over from year to year. Each day must be scheduled with the employee's immediate supervisor.

XVIII. Bereavement Leave

1. Bereavement leave of four (4) working days with pay shall be granted an employee in the event of the death of his/her:

Spouse	Sister
Father	Brother
Mother	Child
Father-in-law	Mother-in-law
Son-in-law	Daughter-in-law

or

A relative domiciled in the employee's household.

2. Bereavement leave of two (2) working days with pay shall be granted an employee in the event of the death of his/her:

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

XIX. Jury Duty

1. While on jury duty, the Town will pay an employee his/her regular straight time rate and the employee will turn over to the Town any monies received for such service, excluding mileage compensation.
2. An employee called to serve on a jury will notify the Town (immediate supervisor) as soon as they become aware of such obligations and provide the Town with documentation of the call to service.

XX. Workers' Compensation

1. All employees of the Town who incur lost time due to a job-related illness or injury shall receive their base weekly wages until they begin receiving Workers' Compensation payments or are denied such benefits by the insurance carrier or the appropriate state agency.
 - a) All Workers' Compensation benefits received retroactively by an employee for a period during which the Town was providing base salary will be assigned by the employee ("sign over" the checks) to the Town.

- b) If an employee is denied benefits he/she must repay the Town for all compensation received by virtue of payments provided under Section XX.1. Repayment will be accomplished by charging Earned Time accumulations, both current and future, until the overpayment has been rectified, provided, however, that any repayment of sums due from Earned Time will not be reduced below the level where the employee cannot take at least one week of Earned Time each year.
- 2. While on Workers' Compensation leave, employees will remain eligible for full benefits up to a maximum of six months. After six months, and if still employed, employees shall be responsible for the full cost of benefits (e.g. health, dental, STD, LTD, life, etc.) and shall not accrue seniority or Earned Time.

XXI. Seniority

- 1. There shall be three (3) types of Seniority:
 - a) Bargaining Unit Seniority - Bargaining Unit Seniority shall relate to the time an employee has been a member of the Bargaining Unit.
 - b) Department Seniority - Department Seniority shall relate to the time an employee has been continuously employed by the Department. When different departments merge, employees shall maintain their department seniority in the new department.
 - c) Classification Seniority - Classification Seniority shall relate to the length of time an employee has been continuously employed in a particular classification.
- 2. Bargaining Unit Seniority shall prevail in matters concerning lay-offs and reinstatements. Qualified and available former permanent employees shall be reinstated before new employees are hired following a lay-off.
- 3. Department seniority shall be the type considered in matters concerning "promotions" and "transfers" as set forth in Article XXV of the agreement.
- 4. If a promoted employee does not successfully complete his/her new position's probationary period then he/she shall be returned to his/her prior classification and regain his/her former classification seniority.
- 5. 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.
- 6. An employee shall forfeit his/her seniority for, but not limited to the following reasons:
 - a) Discharge for just cause;
 - b) If he/she resigns.
- 7. Shift Assignments. In scheduling shifts, the Department shall give preference based on classification seniority.

XXII. Benefits

1. Health Insurance

Subject to the provisions of Paragraph Two (2) herein, employees shall contribute to the cost of premiums to provide Blue Choice NH medical insurance or a mutually agreed upon successor plan, for family, two person or single person coverage, in accordance with the following:

Effective the date of signing: An enrollment period shall be established for employees to choose between the following plans and their respective premium cost share:

BC3T5RDR-R\$3/\$15M\$1: Effective the date of signing (without retroactivity) the employee contribution shall be 15% of the premium rate(s) in effect July 1, 2008. Effective July 1, 2009 the employee contribution for this plan shall increase to 16% of the premium rate(s) in effect July 1, 2009. Effective July 1, 2010 the employee contribution for this plan shall increase to 17% of the premium rate(s) in effect July 1, 2010. Employee premiums in FY 2010 and FY 2011 shall not exceed the rates below.

Maximum contribution per pay period per year:

	<u>Contract Signing</u>	<u>July 1, 2009</u>	<u>July 1, 2010</u>
Family	\$59.33	\$69.49	\$81.22
2 Person	\$43.95	\$51.47	\$60.16
Single	\$21.97	\$25.74	\$30.08

Effective July 1, 2012, employee contributions shall be made on a Section 125 pre-tax basis and shall be deducted during the first four weeks of each month (48 deductions per year.)

Contributions for BC3T5RDR-R\$3/\$15M\$1 shall be:

	<u>July 1, 2012</u>
Family	\$87.99
2 Person	\$65.17
Single	\$32.59

BC3T10-R\$3/15M\$3/7: Effective the date of signing (without retroactivity) the employee contribution shall be 15% of the premium rate(s) in effect July 1, 2008. Effective July 1, 2009 the employee contribution for this plan shall increase to 16% of the premium rate(s) in effect July 1, 2009. Effective July 1, 2010 the employee contribution for this plan shall increase to 17% of the premium rate(s) in effect July 1, 2010. Employee premiums in FY 2010 and FY 2011 shall not exceed the rates below.

Maximum contribution per pay period per year:

	<u>Contract Signing</u>	<u>July 1, 2009</u>	<u>July 1, 2010</u>
Family	\$57.96	\$67.89	\$79.34
2 Person	\$42.94	\$50.29	\$58.77
Single	\$21.47	\$25.14	\$29.39

Effective July 1, 2012, employee contributions shall be made on a Section 125 pre-tax basis and shall be deducted during the first four weeks of each month (48 deductions per year.)

Contributions for BC3T10-R\$3/15M\$3/7 shall be:

	<u>July 1, 2012</u>
Family	\$85.95
2 Person	\$63.67
Single	\$31.84

- a) In the event the parties have not agreed to terms and conditions for a successor agreement prior to the October 31, 2012 expiration date of this Agreement, the parties agree to freeze employee health insurance premium cost sharing at the respective June 30, 2011 levels, as recalculated on July 1, 2012 to reflect 48 (rather than 52) weekly deductions per year. The parties agree to freeze longevity increases at the June 30, 2011 levels.
 - b) The parties agree to cooperate with respect to investigating alternative health care providers. Any change in providers shall be mutually agreed upon between the parties. The parties further agree to a re-opener limited to health insurance coverage/cost sharing if alternative plan/options are jointly agreed upon during the term of this agreement.
 - c) Members hired before 11/10/04 may receive a buy-out (in lieu of health insurance) of \$633.03 monthly for 2-person and \$854.59 monthly for family, or 50% of the single person premium (of BC3T5), whichever is greater. Members hired after 11/10/04 may receive a buy-out of 50% of the single person premium. This is available for employees who, upon proof of alternative coverage, opt out of the Town's plan. Buy-out shall be at the coverage level for which the employee is eligible with payments made monthly.

Members hired before 11/10/04 must have selected the buy-out before April 24, 2010 in order to receive the \$633.03 / \$854.59 amount. After April 24, 2010, all members, regardless of their hire date, are eligible for a buy-out of 50% of the single person premium of BC3T5.
 - d) The Town shall make available to employees 125 Plan Health Care and Dependent Care Flexible Spending accounts.
2. Dental Insurance: The Town agrees to make available Dental Insurance as provided by the New Hampshire Municipal Association Health Insurance Trust Ins., Option I - Coverage A - 100%; Coverage B - 80%; Coverage C - 50%; Coverage D - 50% with \$25/\$75 deductible and \$1,000 max per person. The Town shall pay 100% of the single membership and shall make available, at the employee's expense, two-person and family coverage, which shall be payroll deducted from any such employee's pay. Employee contributions shall be made on a Section 125 pre-tax basis and shall be deducted during the first four weeks of each month (48 deductions per year.)
 3. Short-Term Disability: The Town shall provide an accident and sickness wage continuation policy ("Short Term Disability Insurance") covering all employees at Town expense for twenty-six (26) weeks at 70% of their base pay. Such benefit to begin after eight (8) consecutive days in the case of illness and one (1) day in the case of an accident.
 4. Long Term Disability: Employees shall be provided industry standard, commercially available Long Term Disability insurance coverage designed to provide a wage continuation benefit equal to 60% of basic monthly earnings to a maximum of \$5,000;

less other income benefits, up to age sixty-five (65). Coverage will begin after six (6) months of disability.

5. Life Insurance: The Town shall provide each member of the unit life insurance coverage in the amount of two (2) years annual base salary, to the next higher thousand dollars up to \$100,000 maximum benefit and an additional one (1) year's salary for accidental death and dismemberment. Upon the attainment of age 70, the coverage is reduced to fifty percent (50%). Upon termination of employment, life insurance coverage terminates.
6. Medicare Supplemental Insurance: All employees reaching age 65 and qualifying for retirement under the rules and regulations of the New Hampshire Retirement System after July 1, 1989 will be provided with Medi-Comp III coverage by the Town when they retire from employment with the Town, provided that such employees have worked for the Town a minimum of ten (10) years; except that all employees hired after April 23, 2009, reaching age 65 and qualifying for retirement under the rules and regulations of the New Hampshire Retirement System will be provided with a subsidy for Medi-Comp III coverage by the Town when they retire from employment with the Town, provided that such employees have worked for the Town a minimum of twenty (20) years. The amount of the subsidy for employees hired after April 23, 2009 shall be limited to the amount of the July 1, 2009 Medi-Comp III premium.
7. Deferred Compensation: The Town shall make a 457 Savings Plan available to employees of this unit. Employees opting to participate may make payroll deducted contributions to the Plan by designation of earned time (exclusive of minimum usage provisions) and/or wages up to the allowable maximum. The Town will make no contribution to the Plan.
8. Continuing Education: Any employee covered by this contract shall be reimbursed for up to two courses per year, if applicable to job and/or advanced employment within the town and with the approval of their Department Head. This is not to effect employees on an approved degree program as provided for in Article XXV.5.
9. Uniforms: The Town will supply uniforms and a heavy winter coat to the Plumbing Inspector and Asst. Building Inspector at no cost to the employee. Maintenance, labeling and cleaning of those uniforms and heavy winter coats shall be provided by the Town. These uniforms and coats are Town property and must be returned upon leaving the employ of the Town. Rain gear will be provided to the employees when required to work in inclement weather. The color of the uniforms provided shall be different than those worn by Public Works employees.

XXIII. Payroll Deduction of Dues

1. The Town agrees to withhold the weekly deduction of Local #1801 dues or agency fees from each employee who has completed the probation period and signed an authorization card and send said dues monthly to the Treasurer of AFSCME Local #1801.
2. 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 assessments for the Union beyond the regular dues.

XXIV. Wages, Hours and Overtime

1. Retroactively to July 6, 2008, all members of the unit will receive a two and a half percent (2.5%) cost of living increase. Ranges in effect on July 6, 2008 for all unit positions are presented in Appendix A.

Effective July 1, 2009, the unit's members shall participate in a salary grade and step program. Grades and steps in effect on July 1, 2009 for all unit positions are presented in Appendix B.

Grades and steps in effect on July 1, 2010 for all unit positions are presented in Appendix C.

Specific pay rate implementation for each unit member has been negotiated for the life of the contract and is presented in Appendix D.

In general, the step rate program is intended to operate as follows: A new employee will be hired at Step 1. Upon subsequent annual employment anniversary dates, employees will advance up the step scale. Typically, an employee will reach Step 6 on their 5 year anniversary.

Further, as is the case on July 1, 2010, the parties may negotiate an increase to the salary scales that is effective on a specific date. In this case, the pay rate of an employee at a given Step will increase to the new amount of that given Step on the effective date of the negotiated increase.

(The parties acknowledge that there may be candidate qualification or availability circumstances which lead to hiring a new employee at a step greater than Step 1. The parties agree that the Town may hire an employee at Step 1, 2, or 3. The Town will inform the Union prior to hiring an employee at any step greater than Step 1.)

2. Hours of work are established by the Department Head. The normal workweek for full-time employees is 40 hours and the normal workday is 8 hours, but either may vary in accordance with various departments' schedules.

Flex-time schedules may be established to address the needs of the Town. No schedule shall consist of more than a 10-hour normal workday. Any changes in the work schedule involving Saturday work will be preceded by discussion and negotiation with the Union.

- a) All time worked in excess of forty (40) hours in one week or eight (8) hours in any one workday shall be paid at the rate of time and one-half. If both parties agree to a flex-time schedule, overtime may not be applicable after 8 hours. (For example, overtime shall be applicable after 9 hours or 10 hours in a workday.)
 - b) Employees shall be paid double-time for all work performed in excess of sixteen (16) consecutive hours.
3. Employees who are not able to work on any day or any part of a day must notify their immediate supervisor no more than one-quarter hour after the start of the workday. If the immediate supervisor is not available, notification shall be to the Department Head or his/her secretary.

4. Any absence of employee from duty, including any absence from a single day or part of a day, that is not authorized by a specific granting of a leave of absence will be deemed to be an absence without leave. Any such absence shall be without pay and may be subject to disciplinary action.
5. Holiday pay (excluding Dispatchers), Earned Time, jury duty, personal days and bereavement leave shall count as time worked for the purpose of computing overtime pay eligibility.
6. Any member covered by this contract who has served five years of regular appointed duty with the Town of Derry will be paid \$5.00 per week in addition to their regular weekly salary. For each additional five years thereafter, an additional \$5.00 per pay week above the normal weekly wage will be paid for every five years served.

Any member who achieved an anniversary subsequent to June 30, 2007 and prior to the date of contract signing, that would have earned that member an additional \$5.00 per pay week, shall begin receiving the additional pay on July 6, 2008 or upon the relevant anniversary, whichever is later.

7. Employees who are required to attend or work at meetings held outside of the normally scheduled work week will be paid a minimum of three (3) hours pay at the rate of time and one-half, unless the meeting immediately follows the normally scheduled work day, or, in the case of 2nd shift, immediately precedes the work day.
8. All paychecks are to be picked up personally by the employee or his/her authorized agent. Such agent shall present a written statement signed by the employee indicating that the agent is permitted to receive the paycheck.
9. When an employee is assigned to a position in a higher wage classification, he/she shall, after eight (8) consecutive hours, be paid at the start rate of the higher classification or 5% above his/her base salary, whichever is greater, but in no event to exceed the maximum rate of pay for the position to which he/she is assigned. Such payment shall be retroactive to the first day of any such assignment and shall continue until such assignment has ended.

When an employee classified in a lesser pay grade works a temporary assignment as a Dispatcher for a full day or more, he/she shall receive the higher grade pay rate. The appropriate step of the higher grade shall be that which provides the employee an increase in pay.

10. Dispatcher work hours and other terms and conditions not otherwise provided elsewhere in this Agreement are as provided in Article XXIX.
11. Transfer Station Overtime: Should overtime at the Transfer Station become available, it shall be offered on a rotating basis to the bargaining unit members on the list. The initial list shall be established by seniority. New names shall be added to the bottom of the list, regardless of the rotation. Employees may remove their name at any time.
12. Police Department Overtime: Overtime shall be offered on a rotating basis within classification. Should the overtime remain unfilled, the overtime shall be offered to all qualified bargaining unit employees within the Police Department on a rotating basis.

XXV. Promotions and Transfers

1. The Town reserves and shall have the right to make promotions and transfers primarily on the basis of qualifications, ability and record of performance of duty.
2. All bargaining unit positions that the Town intends to fill shall be posted on all Bargaining Unit bulletin boards for a period of five (5) working days. Each job posting shall include a summary job description, work schedule and pay classification.
3. All Bargaining Unit employees may apply for posted positions. However, Bargaining Unit employees within the Department where the vacancy occurs will be given first consideration. If no candidate from the Department meets the qualifications of Section I above, then all other Bargaining Unit employees who applied for the vacancy shall be considered for the position.
4. Assuming that qualified candidates are available, Management shall make a determination of the filling of such posted position no later than thirty (30) working days after the close of the posting period.
5. Employees must be given a reasonable opportunity to learn any new job to which they are promoted or transferred to.
 - a) The Town shall pay the cost and expense of training or education; not to exceed the budgeted amount for each department every year.
 - b) Courses must be approved in advance by the Town through its department heads. Every effort will be made to notify employees of courses or short seminars being offered by an organization pertaining to their particular job assignments.
 - c) Payment (mileage reimbursement, tuition/fees, room & board etc.) will be made pursuant to the Town's Expense Reimbursement policy.
 - d) In the event that a full program is offered by the Town for training or career development and is accepted by the employee, the Union agrees, along with the employee, to sign a contract guaranteeing two (2) full years of service after completion of the program. If the employee does not abide by the contract, he/she shall reimburse the Town for all courses and expenses paid for under the program. (This section does not oblige the Town to employ the person for two years.)
6. Employees in the Department where a vacancy occurs who are absent during the entire posting period shall be automatically placed on the list for consideration for the position(s) provided, however, that such employee may at his/her discretion have his/her name removed from the list within five (5) working days of returning to work.
7. An employee who meets the minimum qualifications and is promoted to a higher level position shall be placed in a probationary status for a period not to exceed six (6) months in the higher positions. The employee shall be periodically evaluated to determine if he/she is performing the job in a satisfactory manner. Only if an employee is not able to satisfactorily perform the higher level duties then he/she shall be reduced in status to the same classification, pay grade and pay step as he/she obtained prior to the promotion. In no case will bargaining rights be provided to an employee for greater than a six (6) month period from the time of promotion.

8. In the event an employee is laterally transferred for any reason to a new position at his/her same classification, he/she shall retain his/her pay step.

XXVI. Miscellaneous

1. Bulletin Boards: The Town shall provide space on bulletin boards for the posting of notices of the Town addressed to the members. The Town shall locate its bulletin boards at convenient places within the Town. No Union notices shall be posted in or around the Town's property except on such boards and no notice shall be posted until it has been signed by either the president or secretary of the Union, and a copy provided to the Town Administrator.

No political materials are allowed on such bulletin boards.

2. Snow Removal: Parking spaces, when provided by the Town, walkways and entrances to the workplace shall be cleared of snow and salt-sanded, when time and weather permit, prior to employees' reporting time for work.
3. Time Clock: If applicable, time clocks will be located within the building where the employee is assigned to work or at the place where employees report for work before being assigned duties for the day.
4. Use of Personal Vehicle: The Town will reimburse employees at the IRS established rate for vehicle usage when personal vehicles are used for Town business.
5. Safety:
 - a) 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. Questions of safety shall be decided by a competent expert authority selected by the Town and the Union. The fee for said expert shall be paid one-half (½) by the Union and one-half (½) by the Town.
 - b) 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.
 - c) The Union and its members agree to exercise proper care and to be responsible for all Town property issued or entrusted to them.
6. Uniform Cleaning: The Town shall provide uniform cleaning for the Assistant Animal Control Officer of up to four (4) garments per week.

XXVII. Family and Medical Leaves of Absence

1. General Provisions: Under the provisions of the Family and Medical Leave Act of 1993 ("FMLA"), all employees who worked at least 1,250 hours during the prior twelve (12) months are entitled to take not more than twelve (12) work weeks unpaid FMLA leave of

absence in a twelve (12) month period (as defined below) in the event of:

- a) the birth of a child in order to care for the child (leave must be taken within twelve (12) months of the birth);
- b) an adoption or foster care placement of a child in order to care for the child (leave must be taken within twelve (12) months of the placement);
- c) a serious health condition of the employee's parent, spouse, minor child, or adult child when the ill person is not capable of self-care and the employee is needed for such care; or
- d) a serious health condition of the employee which results in the employee's inability to perform his or her job.

As stated above, an eligible employee is entitled to a total of twelve (12) work weeks of leave during any twelve (12) month period. That twelve (12) month period is defined as a "rolling" twelve (12) month period measured backward from the date an employee begins any FMLA leave. Each time an employee begins a FMLA leave, he is eligible to use any of the maximum of twelve (12) weeks leave not used in the prior twelve (12) months. For example, if an employee has used eight (8) weeks of FMLA leave during the twelve (12) months prior to a new leave request, the employee is then eligible to take an additional four (4) weeks of leave. As further example, if an employee takes four (4) weeks of FMLA leave beginning September 1, 1994, and four (4) weeks of FMLA leave beginning December 1, 1994, an employee requiring additional FMLA leave on March 1, 1995, would have four (4) weeks of FMLA leave available. In other words, the number of weeks which an employee has available upon the beginning of a FMLA leave shall be twelve (12) weeks less the number of FMLA leave weeks taken in the twelve (12) month period prior to the beginning of the current FMLA leave (the "Available Leave Weeks").

FMLA leaves for the birth or placement for adoption or foster care of a child, as described in paragraphs A and B above, must be taken all at once unless otherwise agreed to by the Town Administrator. If medically necessary, FMLA leaves due to illness as described in paragraphs C and D above may be taken on an intermittent or reduced leave schedule. If FMLA leave is requested on this basis, the Town Administrator may require the employee to transfer temporarily to an alternate position which better accommodates periods of absence or a part-time schedule, provided that the position has equivalent pay and benefits.

When a FMLA leave is approved, an employee's accrued, unused earned time will be included as part of the twelve (12) week leave requirement for an A, or B FMLA leave listed above. For example, an employee with two (2) weeks accrued, unused earned time is required to use that time before taking not more than ten (10) additional unpaid weeks. In addition, for type A or B FMLA leave the employee may at his/her option utilize accrued unused earned time to cover any period of otherwise unpaid leave. For type D leave, an employee eligible for Short Term Disability may use unused accrued earned time to supplement the difference between the Short Term Disability benefit and his/her regularly weekly wages, exclusive of overtime. In the event an employee exhausts Short Term Disability benefits or in the use of a type C leave an employee must use any accrued unused earned time in excess of forty-five (45) days and further provided may convert such days in excess of forty-five (45) to "sick days" at the rate of one earned time day for two "sick days."

When an employee requests any leave of absence which qualifies as leave under the FMLA, the Town Administrator may designate such leave as FMLA leave upon written notification to the employee.

2. Status of Employee Benefits: While on FMLA leave, employees may continue to participate in the Town's group health insurance in the same manner as employees not on FMLA leave. In the event of unpaid FMLA leave, an employee shall pay to the Town Finance Director the employee's share of any medical insurance premiums once per month in advance on the first day of each month. For contributions to a flexible spending account, if any, during any unpaid FMLA leave, such amounts must be withheld from the employee's last paycheck or checks. In the event that the employee elects not to return to work upon completion of a FMLA leave of absence, the Town may recover from the employee the cost of any payments to maintain the employee's medical coverage, unless the employee's failure to return to work was for reasons beyond the employee's control.

Benefit entitlements based on length of service will be calculated as of the last paid work day prior to the start of the leave of absence; for example, an employee on leave will not accrue vacation. At the end of an authorized FMLA leave, an employee will be reinstated to his or her original or a comparable position.

3. Basic Regulations and Conditions of Leave: The Town will require medical certification to support a claim for FMLA leave for an employee's own serious health condition or to care for a seriously ill child, spouse or parent. For the employee's own medical leave, the certification must include a statement that the employee is unable to perform the functions of his or her position. For FMLA leave to care for a seriously ill child, spouse or parent, the certification must include an estimate of the amount of time the employee is needed to provide care. In its discretion, the Town may require a second medical opinion and periodic recertifications at its own expense. If the first and second opinions differ, the Town, at its own expense, may require the binding opinion of a third health care provider, approved jointly by the Company and the employee.
4. Notification and Reporting Requirements: When the need for FMLA leave is foreseeable, such as the birth or adoption of a child, or planned medical treatment, the employee must provide reasonable prior notice, and make efforts to schedule leave so as not to disrupt Town operations. In cases of illness, the employee will be required to report periodically on his or her FMLA leave status and intention to return to work. At the expiration of any FMLA leave due to the employee's own illness, the employee must present a written authorization from his/her doctor stating that the employee is ready to return to work.

5. Procedures

- a) A request for Family and Medical Leave of Absence Form must be originated in duplicate by the employee. This form should be completed in detail, signed by the employee, submitted to the Town Administrator or his/her designee for proper approvals. If possible, the form should be submitted thirty (30) days in advance of the effective date of the FMLA leave.
- b) All requests for FMLA leaves of absence due to illness must include the following information attached to a completed Request for Family and Medical Leave of Absence Form:

Sufficient medical certification stating:

- i) the date on which the serious health condition commenced;
- ii) the probable duration of the condition; and
- iii) the appropriate medical facts within the knowledge of the health care provider regarding the condition.

In addition, for purposes of FMLA leave to care for a child, spouse, or parent, the certificate should give an estimate of the amount of time that the employee is needed to provide such care. For purposes of FMLA leave for an employee's illness, the certificate must state that the employee is unable to perform the functions of his or her position. In the case of certification for intermittent FMLA leave or FMLA leave on a reduced leave schedule for planned medical treatment, the dates on which such treatment is expected to be given and the duration of such treatment must be stated.

6. Coordination with Maternity Leave: The Town provides employees a leave of absence for the period of temporary physical disability resulting from childbirth and related medical conditions. A maternity leave begins when an employee is medically determined to be disabled and ends when medically determined to be able to return to work.

Maternity leave will be treated in the same manner as a type D FMLA leave of absence; that is, the employee is required to exhaust accrued, unused earn time followed by use of unused vacation and personal days, respectively, as may be needed time before taking any unpaid leave. However, maternity leaves are not limited by any measure other than the period of medical disability.

An employee who uses less than the Available Leave Weeks for type D leave for maternity may take additional type A FMLA leave after the end of the disability period for a period not to exceed the Available Leave Weeks.

7. Coordination With Other Company Policies: Reference to FMLA and Federal Regulations: In the event of any conflicts between this policy and other Town policies, the provisions of this policy shall govern. The FMLA and the FMLA federal regulations issued by the U.S. Department of Labor contain many limitations and qualifications for entitlement and governance of FMLA leave not stated herein. The terms of the FMLA and the FMLA federal regulations are incorporated herein and will be applied in all instances of requested or designated FMLA leave.

XXVIII. Performance Evaluations

Each employee shall initially receive a six-month performance evaluation, and annual evaluations thereafter on the anniversary date of hire or promotion. Evaluations are intended to document and/or influence the performance of employees.

Interim evaluations may be conducted at any time as deemed appropriate by the department and are encouraged to record significant performance events.

Evaluations are to be as objective in nature as possible and may be appealed to the Town Administrator but are not subject to the grievance procedure, except that any disciplinary action associated with the evaluation process may be grieved in accordance with Article XII Grievance Procedure.

The parties agree to form a joint committee with a maximum of three Union and three Town members in order to develop a new performance evaluation instrument. The committee shall initially meet within one month of contract signing. The committee's goal shall be to mutually agree upon a new evaluation system by 1/1/10, provide training by 7/1/10 and implement on 7/1/10. The existing form shall be used until it is replaced.

XXIX. Police Dispatchers

1. Work Hours for Dispatchers
Dispatchers are on a seven (7) day work week schedule. They work a four (4) and two (2) schedule and are paid a weekly salary of 37.33 hours.
2. Shift Differential

7:00 a.m. - 3:00 p.m.	No differential
3:00 p.m. - 11:00 p.m.	\$ 0.75
11:00 p.m. - 7:00 a.m.	\$ 1.00
3. Overtime: Overtime will be paid after forty (40) hours. Earned time will count as time worked for computing overtime. Dispatch overtime must first be offered to all permanent full-time dispatchers. If no permanent full-time Dispatcher is available to fill the overtime slot, it must then be offered to any qualified cross-trained AFSCME member.

After all permanent full-time Dispatchers and qualified cross-trained AFSCME members are contacted and/or noted attempts have been made, the overtime slot may be filled by a mutual agreement of re-arranging hours in accordance with PD 96-AO11.

In the event that per diem Dispatchers are hired, they shall not be contacted for overtime until all permanent full-time Dispatchers and qualified cross-trained AFSCME members are contacted and/or noted attempts have been made and re-arranging of hours as noted above has been considered.

4. Holiday Pay: Dispatchers receive holiday pay in addition to their annual salary. Holidays are generally considered normal days of work, thus overtime is not paid for hours worked on holidays, which is accomplished by not counting holiday pay as hours worked for overtime purposes.

Dispatchers shall receive overtime pay in addition to holiday pay for hours worked on New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving and Christmas.
5. Clothing Allowance: Dispatchers are provided with an initial issue of three (3) pants, four (4) summer shirts, four (4) winter shirts, tie, belt, shoes (black) and a sweater. They will be replaced on an as needed basis.
6. Maintenance of Uniforms: Uniforms damaged in the line of duty are replaced by the town at no cost to the employee.
7. Cleaning: The Town provides for the cleaning of two (2) garments per week at no cost to the employee.
8. Shift Assignments: Dispatchers are assigned to shifts by the department head or his designee.

9. Training: Dispatchers assigned to train new dispatchers or others under their direction shall be paid an additional 12.5% of the hourly rate of pay for hours spent training.
10. Court Time: Police Dispatchers shall be granted court time pay on the same terms and conditions extended to Police Officers.

Except as otherwise provided in this Article, Dispatchers shall be covered by the terms and conditions set forth in the foregoing Collective Bargaining Agreement between the Town and AFSCME Local 1801 Support Staff.

XXX. Effect of Agreement

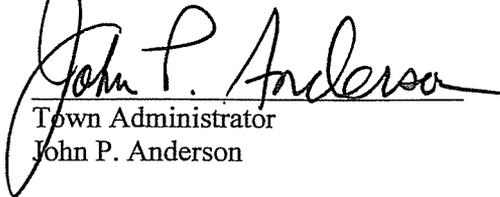
1. This instrument constitutes the entire Agreement of the Town and the Union, arrived at as a result of collective bargaining negotiations, except such amendments hereto as shall have been reduced in writing and signed by the parties.
2. The parties acknowledge that during the negotiations which resulted in this Agreement, each had unlimited right and opportunity to make demands with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and the opportunity are set forth in this Agreement. Therefore, the Town and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this agreement.

XXXI. Duration of Agreement

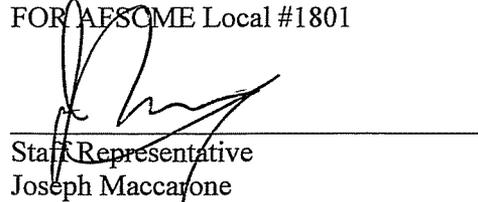
This Agreement shall be in full force and effect from and after July 1, 2012 and shall expire on October 31, 2012.

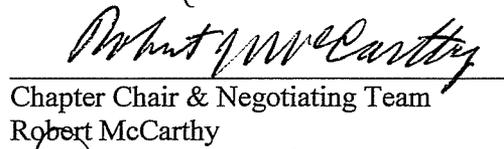
IN WITNESS WHEREOF, the parties have executed this Agreement this 21st day of June, 2012.

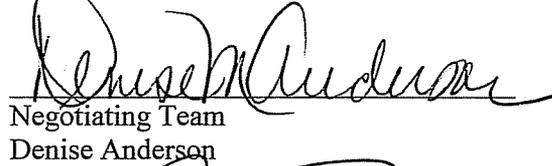
FOR THE TOWN OF DERRY

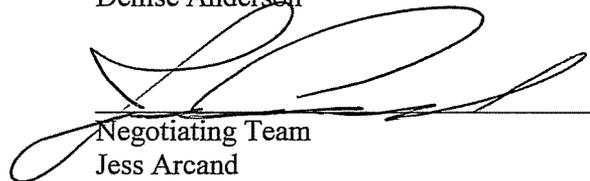

Town Administrator
John P. Anderson

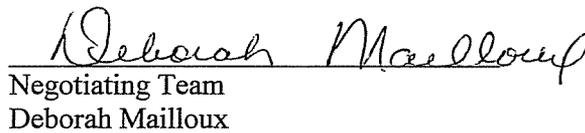
FOR AESOME Local #1801

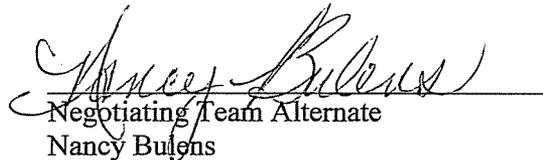

Staff Representative
Joseph Maccarone


Chapter Chair & Negotiating Team
Robert McCarthy


Negotiating Team
Denise Anderson


Negotiating Team
Jess Arcand


Negotiating Team
Deborah Mailloux


Negotiating Team Alternate
Nancy Bulens

Effective July 1, 2010

Appendix A

<u>TITLES</u>	<u>Grade</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
Asst. Building Inspector	H	\$24.35 \$50,648.00	\$25.64 \$53,331.20	\$26.98 \$56,118.40	\$28.39 \$59,051.20	\$29.88 \$62,150.40	\$31.66 \$65,852.80
Administrative Secretary III Computer Support Specialist Deputy Tax Collector/Municipal Agent Payroll & Benefits Specialist	G	\$19.79 \$41,163.20	\$20.83 \$43,326.40	\$21.92 \$45,593.60	\$23.07 \$47,985.60	\$24.28 \$50,502.40	\$25.74 \$53,539.20
Administrative Secretary II DPW Fiscal Specialist Secretary III Senior Bookkeeper Utility Customer Service & Billing Clerk	F	\$18.56 \$38,604.80	\$19.54 \$40,643.20	\$20.56 \$42,764.80	\$21.64 \$45,011.20	\$22.78 \$47,382.40	\$24.15 \$50,232.00
Police Dispatcher (Annual Earnings @ 1941.16 hours)	F	\$18.56 \$36,027.93	\$19.54 \$37,930.27	\$20.56 \$39,910.25	\$21.64 \$42,006.70	\$22.78 \$44,219.62	\$24.15 \$46,879.01
Vacant	E	\$17.71 \$36,836.80	\$18.64 \$38,771.20	\$19.62 \$40,809.60	\$20.64 \$42,931.20	\$21.73 \$45,198.40	\$22.99 \$47,819.20
Bookkeeper Production & Training Coordinator Secretary II Victim Advocate	D	\$16.74 \$34,819.20	\$17.62 \$36,649.60	\$18.54 \$38,563.20	\$19.52 \$40,601.60	\$20.54 \$42,723.20	\$21.76 \$45,260.80
Assistant Animal Control Officer	C	\$15.53 \$32,302.40	\$16.35 \$34,008.00	\$17.21 \$35,796.80	\$18.11 \$37,668.80	\$19.07 \$39,665.60	\$20.17 \$41,953.60
Customer Service Assistant Secretary	B	\$14.53 \$30,222.40	\$15.29 \$31,803.20	\$16.09 \$33,467.20	\$16.93 \$35,214.40	\$17.82 \$37,065.60	\$18.88 \$39,270.40
Clerk Typist/Receptionist	A	\$13.51 \$28,100.80	\$14.22 \$29,577.60	\$14.97 \$31,137.60	\$15.75 \$32,760.00	\$16.58 \$34,486.40	\$17.56 \$36,524.80