

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**PROFESSIONAL, ADMINISTRATIVE  
& TECHNICAL EMPLOYEES OF  
DERRY, SEA of NH, Inc., SEIU Local 1984**

**AND**

**TOWN OF DERRY, NEW HAMPSHIRE**

**July 1, 2007 - June 30, 2011**

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## **I. AGREEMENT**

This Agreement between the Professional, Administrative and Technical Employees of Derry, SEA of NH, Inc., SEIU Local 1984 (hereinafter called the "Union") and Town of Derry, New Hampshire (hereinafter called the "Town") is made and entered into on this 22<sup>nd</sup> day of April, 2009.

## **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 Union personnel in the bargaining unit described in the Recognition clause.

## **III. RECOGNITION**

1. The Town recognizes the Union as the exclusive bargaining agent in accordance with RSA-273:A for all full-time, permanent employees of the Town listed in the Compensation and Classification Plan in Appendix A, B and C.
2. 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 proper subject of collective negotiations, and covered by a term of this Agreement, any changes shall be made only through negotiations and agreement with the Union.

## **IV. NON-DISCRIMINATION**

The Town and the Union agree not to discriminate against a member of the unit because of race, creed, color, sex, age, religion, national origin or membership or non-membership in the Union.

## **V. 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 policies of the Town without prior negotiations with the Union and 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, promote, transfer, assign, retain employees in positions; and to suspend, 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 operations;
  - d) The right to determine the means, methods, budget, and financial procedures, and personnel by which the Town operations are to be conducted;

- e) The right to take such action 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 the right to subcontract.
2. The exercise of the management rights and responsibilities of the Town set forth hereby except discipline and discharge, shall not be subject to the grievance procedures set forth in this Agreement, except that where a management right is specifically required to be exercised in accordance with a specified procedure as provided in this Agreement, grievances alleging a failure to comply with such procedures will be subject to Grievance Article X of this Agreement.
  3. Nothing in this Agreement shall be construed to limit the right of the Town to exercise its sole and exclusive judgment in any and all emergency situations.
  4. The Town shall notify the Union of any new job position/classifications created in the future, and the Parties shall attempt to make a joint determination whether said position/classification is subject to this Contract on the basis of the nature of the position and responsibilities there under. Such determination shall be subject to PELRB rules concerning modification of bargaining units.

**VI. AGREEMENT BINDING ON SUCCESSORS**

This Agreement shall be binding upon the successor and assigns of the parties hereto, and no provisions, terms, or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever.

**VII. SAVINGS CLAUSE**

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

**VIII. DISCIPLINE AND TERMINATION**

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:
  - a) medically diagnosed incapacity to perform assigned duties;
  - b) incompetence;
  - c) behavior incompatible with effective conduct of work;
  - d) behavior detrimental to the Town or
  - e) failure to carry out assigned duties;
  - f) excessive absenteeism;
  - g) excessive tardiness;
  - h) insubordination.

2. All disciplinary actions, including references to oral reprimands, shall be written and shall be placed in the employee's personnel file at the time they are given. Such actions shall narrowly and specifically identify the alleged action or non-action for which the discipline is being given, and shall cite the particular contract provision, practice or published rule or regulation which is alleged to have been violated. The effected employee and the Union shall each receive a copy of any such action(s) by the Town.
3. The Parties jointly recognize the deterrent value and necessity of the ability to impose disciplinary action. Accordingly, the Town will:
  - a) Act to impose discipline within a reasonable time of the offense;
  - b) Apply discipline with a view toward uniformity and consistency;
  - c) Impose a procedure of progressive discipline including the following actions:
    1. Oral warning (with written documentation if appropriate)
    2. Written warning
    3. Suspension without pay
    4. Dismissal

The Parties agree that there will be appropriate cases that will warrant the Town by-passing some of the above progressive disciplinary steps.

#### **IX. CONSULTATION**

1. Representatives of the Union may meet with their respective Department Head to discuss matters of mutual concern, including those matters necessary to the implementation of this Agreement. A written agenda shall be submitted by the Union to the Department Head no less than five (5) days before the scheduled date of the meeting. At the discretion of the Department Head, additional matters for discussion may be placed on the agenda.
2. Nothing contained herein, shall prevent the Union from consulting with the Department Head at any time, if matters of mutual concern arise of an urgent or emergency nature. However, official grievances must be submitted in accordance with the procedure contained in this Agreement.

#### **X. 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, or action by the Town (or its representative) which contradicts the language of this agreement.

**Verbal Proceeding (Informal):**

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 give his/her answer within five (5) days. It is anticipated that nearly all complaints can be resolved informally without grievance.

Each unresolved grievance must be submitted in writing by the Union and must contain a statement of the fact surrounding the grievance, 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. **Formal Procedure:**

Step 1 An employee desiring to process a Grievance must file a written statement of the Grievance with the immediate Supervisor no later than ten (10) days after the employee knew of the facts on which the Grievance is based and in no case, no more than three (3) months from the occurrence. The Department Head shall meet the employee within five (5) days following receipt of the Notice and shall give a written decision within five (5) days thereafter.

Step 2 If the employee is not satisfied with the decision at Step I he may file, within ten (10) days following the decision, a written appeal with the Town Administrator. If the Town Administrator is the direct supervisor, then the employee may go directly to Step 3 setting forth the specific reasons why he/she believes the Agreement is being violated by the Town action in question. Within ten (10) days following receipt of the appeal the Department Head or Town Administrator shall meet with the employee and shall give a written decision with five (5) days thereafter.

Step 3 Grievance Mediation can take place after the last step of the in-house grievance procedure before arbitration if agreed by both parties. Mediator services through the Federal Mediation and Conciliation Service shall be used.

Step 4 If the employee is not satisfied with the decision of the Department Head or Town Administrator he/she may file within twenty (20) days following receipt of the decision, a request for arbitration to the American Arbitration Association under its rules and regulations. The decision of the arbitrator shall be final and binding on the parties subject to the provisions of RSA 542.

3. The cost of arbitration shall be borne by the party for whom the arbitration has ruled against.
4. The foregoing time limitations may be extended by mutual agreement of the parties. Such extension shall be agreed to in writing.
5. 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 appropriate "hearing officer", and failure of the Town to respond in timely fashion shall permit the grievance to go to the next step.
6. If the employee so indicates, he/she may be represented by the Union at any formal step of the grievance procedure. The Union shall designate a Grievance Committee which shall consist of not more than two (2) persons excluding the grievant and the union's counsel if any.
7. The Arbitrators Authority shall be limited to the interpretation of the specific terms of this Agreement and shall have no power to change or alter its terms.
8. Time limits specified herein shall mean working days.

## **XI. NO-STRIKE**

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

The Union and its members agree that each and every employee violating this Article shall be subject to disciplinary action by the Town.

## **XII. PROTECTION OF TOWN PROPERTY AND EQUIPMENT**

1. It shall be the responsibility of any and all employees having custody of any equipment and/or property of the Town to see that it is properly cared for, kept clean, and returned to its proper place of storage.
2. Upon separation from employment, all property issued by the Town to any employee who so separates must be returned to the Town.
3. It shall be the sole financial responsibility of any employee for all lost or damaged Town equipment, unless such loss or damage occurs in the official line of duty. Such incidents shall be reported to the Town as expediently as is practical.

## **XIII. SENIORITY**

1. For the purpose of this Contract there shall be two (2) types of seniority.
  - a) Town Seniority - Shall be defined as the total length of full-time employment with the Town and shall be determined in the first instance by reference to the date of commencement of employment. From this total, any unpaid leave(s) of absence in excess of thirty (30) consecutive calendar days shall be subtracted.
  - b) Job Classification Seniority - Shall be defined as the total length of full-time employment in a particular job classification, and shall be determined in the first instance by reference to the date of commencement of employment in that job classification. From this total, any unpaid leave(s) of absence in excess of thirty (30) consecutive calendar days shall be subtracted.
2. All newly hired employees shall serve a probationary period of one (1) year. All employees promoted into or from within this unit shall serve a probationary period of six (6) months; however, the Department Head or Town Administrator may extend probation up to one (1) year if the employees six (6) month evaluation is no better than acceptable performance. All probationary employees shall have no rights based on seniority during this period, however, up to six (6) months of service credit may be given for previous applicable service at the time of employment except for employees promoted into this unit shall keep their Town Seniority for purposes of Benefits set forth in this Agreement. Employees on probation shall, in so far as applicable, be subject to all other clauses of this Agreement, except that he/she may be terminated at any time during his/her probationary period. All employees who have completed the probationary period shall be known as permanent employees and the period of time served in probation shall be credited as part of the employee's seniority.
3. An employee's normal work assignment shall be determined by the Department Head, and he shall be assigned to said work provided he is qualified for the job consistent with

the requirements established by the department to maintain the necessary level of proficiency appropriate for efficient operations within the department. The Town Administrator shall be the sole and exclusive judge of qualifications and ability.

4. Seniority preference shall prevail in the area of assignment of vacation time. In addition, where all other factors of qualification and ability are equal in decisions relating to promotions, seniority shall be the determining factor regarding such promotion.

**XIV. PERSONNEL REDUCTION AND RECALL**

1. In the case of a personnel reduction, the Town, after due consideration of past job performance and the needs of the Town, shall determine who shall be laid off first. Time in the service of their department shall be given consideration. Employees who are laid off shall be paid a severance in the amount of one week of salary for every completed year of service with the Town.
2. The names of employees laid off from the bargaining unit will be maintained on a recall list for twelve (12) months from the date of such lay-off by the Town. A copy of this list shall be forwarded to the Secretary of the Union within ten (10) days. Such employees will be offered recall when or if vacancies occur in the bargaining unit. If a laid-off employee is notified by telephone or by certified letter sent to his or her last known address on the records of the Town to return to work, he/she must notify the Town within two (2) days of his or her intention to comply or accept and must report to work within ten (10) days of such notification 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, provided such employee has not withdrawn his or her contribution from the State Retirement System.

**XV. HOLIDAYS**

The following holidays are those which shall be recognized and observed by this Agreement:

- |                          |                        |
|--------------------------|------------------------|
| New Years Day            | Labor Day              |
| Presidents Day           | Veterans Day           |
| Martin Luther King Day   | Thanksgiving           |
| Memorial Day             | Day after Thanksgiving |
| Independence Day         | Day before Christmas   |
| One day floating holiday | Christmas Day          |

**XVI. HOLIDAY RATE OF PAY**

1. Employees are not eligible for holiday pay until they have completed thirty (30) calendar days of employment.
2. In order to qualify for holiday pay, employees must have worked their scheduled workday before and after said holiday. For purposes of such eligibility, authorized earned time/or authorized Personal Leave shall be considered as time worked.

3. Should a holiday fall on a Sunday, the named holiday will be celebrated on Monday. Should a holiday fall on a Saturday, the preceding Friday shall be considered to be the holiday, except as part of their regular scheduled shift.

**XVII. EARNED TIME**

1. Earned time is an alternative approach to the traditional manner of covering absence for vacation, sick leave, and military leave instead of dividing benefits into a specific number of days for each benefit. Earned time puts these days together into a single benefit. Earned time days can be used for a variety of purposes, including a payment in cash at the time of termination. \*Earned time is available as soon as it is "earned". The exact number of earned time days available each year will depend on the years of service to the Town.

\*For purposes of this article, termination shall mean resignation, retirement, military, health, leave of absence, or any other leave approved by the Town.

2. Coverage - Employees who are employed in a permanent position of at least seventy-five percent (75%) time are covered by earned time. The accrual rates are as follows:

Years of Annual Service	Fraction of a Day Earned per hour	Days (approx) per mo.	Accrued Days
0 thru 5	.012	2.08	25
6 thru 10	.0144	2.50	30
11 thru 19	.0173	3.00	36
20 years & after	.0197	3.42	41

For the purposes of this policy, years of service will be calculated from date of continuous employment with the Town except as otherwise provided herein. 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.

The maximum accrual as of December 31st of each year shall be ninety-five (95) days. In the event that an employee has accrued more than ninety-five (95) days as of December 31, 1995, he/she shall be capped and grandfathered at that level.

The Town shall buy back from each employee unused earned time days accrued in excess of each employee's applicable cap at a rate of one (1) for one (1) in December of each year. Such buy back shall be exclusive of minimum usage requirements.

3. Termination and Restoration of Service Credit - An employee who ceases to be employed by the Town of Derry for less than one (1) year will have his/her service bridged for purposes of computing earned time accrual. For cessation of employment by the Town of Derry of more than one (1) year, an individual will earn one year of credit, for each year of employment after return, until the total past credits is accrued. After nine (9) years of employment following return to work, credit for all previous service will be given.

4. Usage - Earned day may be used any time after being earned, including during an employee's probationary period, except that during probation for new hires, earned time may only be used at a rate of one (1) day a month. All planned absences will be mutually agreed upon by the employee and his/her supervisor, prior to the date of absence.

Earned days may be used in four (4) hour units, in the beginning or end of each shift, except in emergencies.

5. Minimum Usage - There is a minimum usage of earned days required each year. See schedule below:

Years of Service	Minimum Usage Per Year*
0 thru 5	13 days
6 thru 10	15 days
11 years & after	18 days

\*Computation of minimum usage will occur as of December 31st of each year. Employees with less than six (6) months of service are exempt from minimum usage requirements.

Earned days may be taken to cover absence for any reason, including illness, vacation, funeral (other than bereavement leave), dentist or doctor visits, as long as the total number of days taken meets the minimum required usage as indicated.

Days converted into the sick leave pool do not count towards minimum usages.

Earned time benefits accrue only during the initial three (3) weeks (15 working days) of sick leave pool usage. Each separate use of the sick leave pool, however, provides for this continuing earning ability.

6. Sick Leave Pool - is intended to provide security after all other insurance benefits have been exhausted, by allowing employees to buy insurance for extended illness, or other disability. When "buying" pool days, employees convert earned days on a one (1) to three (3) basis. Similar to purchasing insurance, the employee may pick a given number of days to exchange for coverage in case of extended disability.

Pool days are available for use only under the conditions listed below, and are not eligible for payout at retirement or termination.

- a) Use of pool days may begin on the sixth (6) consecutive workday absence due to illness, injury, or other disability.
- b) A physician's report must accompany the request to use pool days.
- c) It is not necessary to use up all earned days before using pool days.
- d) The employee may continue using pool days until his/her pool is exhausted, or until no longer disabled.
- e) Periodic doctor's reports may be required.

- f) The maximum pool day accrual is one hundred fifty (150) days (i.e., the maximum conversion of earned days is fifty (50), which would convert to one hundred fifty (150) pool days. If pool days are used, or if an employee wishes to add to his/her pool days, more earned days may be added each December 31st to a total of one hundred fifty (150) days. Earned time days may not be converted to pool days at any other time.
- g) An exception of a) above, regarding use of five (5) earned days to access the sick leave pool may be granted when:
  - 1. An employee returns to work after using sick pool days, but is disabled again within ten (10) working days of return.
  - 2. The disability is from the same cause as the original sick pool usage.
  - 3. The disability is certified by a physician to be the same as the original.
  - 4. Under these circumstances the Town Administrator may grant an exception to the five (5) earned time day requirement.

7. Termination

- a) All unused earned time days shall be paid at the time of separation of service with the Town, whether such separation is caused by resignation termination, layoff, retirement or death.
- b) Employees may leave earned time earnings intact, pending recall, if the nature of their absence from employment is layoff.
- c) In the event of the death of the employee, all accumulated earned time shall be paid to his/her designated survivor or, if no survivor has been designated, to his/her estate.
- d) Earned time is paid at the base pay rate at time of termination.

8. Conversion to Earned Time

- a) Listed below is the conversion table for transfer of existing time into earned time days.
- b) Vacation and sick leave - conversion rate 1 to 1.
- c) Use of earned time in computation of overtime. When an employee is absent from work and charges such time against his/her earned time benefits, such time is considered as time worked for the purpose of computation of overtime pay.

**XVIII. CLOTHING ALLOWANCE**

- 1. All protective clothing and/or uniforms required of employees in the performance of their duties shall be furnished without cost to the employee by the Town. Any and all uniforms damaged in the line of duty shall be replaced by the Town at no cost to the employee.
- 2. Any employee covered by this Agreement, upon termination from the Town, shall return all articles and accessories to the Town. Any items not returned shall be paid for at a reasonable fraction of original cost not to exceed 80% of that cost. Such payment to come from the final paycheck of the employee.

3. During the term of this agreement, the Town will continue its present practice with respect to the use of clothing/cleaning allowance in the Police and Fire Departments.
4. Effective July 01, 2003 the Town will supply uniforms to the Director of Code Enforcement and Engineering Technicians. Maintenance and cleaning of the uniforms shall be provided by the Town.

#### **XIX. MILITARY DUTY PAY**

1. Any employee presently under enlistment called to serve no more than a seventeen (17) day annual training tour of work with the National Guard or Armed Forces Reserves Unit shall be paid the difference between his or her pay for such government services and the amount of straight time earnings lost by him or her by reason of such service.
2. Any employee covered by this Agreement, who decided to enlist in a military reserve unit, shall not receive differential compensation from the Town.
3. Any individual covered by this Agreement, reporting for routine yearly active duty shall notify in writing the Town thirty (30) days prior to departure date. Noncompliance to this Article shall mean forfeiture of one (1) day's compensation.

#### **XX. BEREAVEMENT LEAVE**

1. Bereavement - Immediate Family - Pertaining to a death in the immediate family of the employee or the employee's spouse which include spouse, father, mother, sister, brother, son, daughter, or a relative domiciled in the employee's house, the employee will be allowed four (4) working days with pay for that purpose.
2. Bereavement - Non-immediate Family - Special leave of two (2) working days with pay, shall be granted an employee in the event of the death of the employee's or employee's spouse's grandchild, grandmother, grandfather, uncle or aunt.
3. Under extenuating circumstances, two (2) additional days with pay may be granted, with written approval of Town Administrator.

#### **XXI. DISABILITY LEAVE**

##### Workers' Compensation

Employees who are injured while in the service of the Town of Derry are eligible for Workers' Compensation benefits as follows:

1. During the first four weeks, the Town will pay an employee his/her regular pay and the employee will assign his/her Workers' Compensation check to the Town, except that if the Workers' Compensation check exceeds the employee's regular pay, then the Town shall reimburse the employee for any difference. Thereafter (week 5 through the end of Workers' Compensation eligibility period), the employee will receive only the Workers' Compensation pay and the Town's liability will cease.
2. During a work-related disability, the employee may elect to continue his participation in the New Hampshire State Retirement System. In such a situation, the employee must submit a monthly check to the Town defraying the cost of his contribution to the System

and the Town will continue its contribution. Contributions will be based on the employee's total weekly benefit (Workers' Compensation and any Town payment). In cases of hardship, the Town would entertain a lump sum payment from the employee at the end of the disability or some other mutually agreeable arrangement. However, eligibility for participation in the New Hampshire Retirement System shall only be as allowed pursuant to RSA 100-A, as amended.

3. The Town and/or its Workers' Compensation carrier, retains the right to request updated medical information during the disability for which the Town or carrier is responsible to pay.
4. A Workers' Compensation claim, which results in lost time, must be supported by a doctor's statement outlining: the nature of the disability, prognosis for recovery, and the probable length of disability.
5. Prior to returning to work, the employee shall provide a doctor's statement clearing the employee to return to his regular duties.
6. If an employee is denied benefits he/she must repay the Town for all compensation received by virtue of payments provided under this section. 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 accrued earned time will not be reduced to the level where the employee cannot take at least one (1) week of earned time leave each year.
7. While on Workers' Compensation leave, employees will remain eligible for full benefits up to a maximum of six months.
8. The Town shall provide an Accident and Sickness Wage Continuation policy, set forth in Article XXV Insurances Section 4 of this Agreement.
9. All disability insurance 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 to reimburse them in part for their advancing of such benefits. No employee should thus earn more on disability insurance than they would have, had they been working.

## **XXII. PERSONAL DAYS**

Each employee will be entitled to two (2) personal days with pay at no additional cost to the Town. After completion of fifteen years of service each employee will be entitled to one (1) additional personal day. 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.

## **XXIII. WAGE AND HOURS**

1. Effective July 6, 2008, all bargaining unit members shall receive a two and one half percent (2.5%) cost of living wage increase; wage rates shall be provided in Appendix A. Upon ratification and approval of this Agreement, such increase shall be made retroactive to such date. Employees shall continue to receive merit increases and/or lump sum merit payments in accordance with the Agreement dated 7/1/04 to 6/30/07 until June 30, 2009.

Effective July 1, 2009, all bargaining unit members shall receive a two and one half percent (2.5%) cost of living wage increase; wage rates shall be provided in Appendix B.

Further, the unit shall be paid according to a step increase compensation program instead of the Performance Pay Plan that existed in the prior Agreement dated 7/1/04 to 6/30/07. Members shall receive a step increase on the anniversary date of their appointment to their current position. Implementation of the step increase program through the life of the 7/1/07 – 6/30/11 agreement for all active members is presented in Appendix D.

Effective July 1, 2010, all bargaining unit members shall receive a two and one half percent (2.5%) cost of living wage increase; wage rates shall be provided in Appendix C.

2. The rate of pay equals the weekly rate of pay divided by forty (40) per week.
3. Hours of work are established by the immediate Supervisor.
4. Longevity - An employee who has served five (5) years of regular appointed duty with the Town will be paid \$5.00 per week in addition to their regular salary. For each additional five (5) years thereafter, an additional \$5.00 per week above the normal weekly wage will be paid for every five (5) years served.
5. The Town Administrator shall designate the start rate for new hires or promoted employees within the established salary range for that position; except that promoted employees shall receive compensation that is the greater of: 1) the base compensation rate for the salary range of their new labor grade, or 2) an increase of five percent (5%) over their existing wage rate immediately prior to the promotion.
6. New employees have to work at least thirty-five (35) hours per week to be eligible to join the New Hampshire Retirement System.
7. Temporary personnel (working less than one (1) year) and regular part-time (working less than thirty (30) hours per week) are eligible for no benefits. Workers' Compensation is provided. Neither temporary nor part-time personnel shall become permanent employees without the expressed authorization from the Town Administrator.
8. Newly hired regular probationary personnel shall be eligible to receive health insurance, disability, and life insurance coverage beginning on the first of the month upon completion of a thirty (30) day probationary period.
9. Non-exempt bargaining unit members shall be paid at the rate of one-and-one-half (1 ½) times their base hourly rate for time worked in excess of forty (40) hours per week, except as provided herein. Non-exempt employees who are called in to work overtime shall receive compensation for a minimum of three (3) hours pay at their overtime rate of pay, except that the three (3) hour minimum shall not apply if the call is contiguous with the start of the employee's shift.  
  
Earned time usage shall count as time worked.
10. During the term of this agreement, the Town will continue its present practice with respect to car allowance for certain positions covered by this agreement.

11. Any employee who is required to work in a position or job class higher than his/her own, or to assume any of the major duties of another position not provided for in his/her job description, shall be paid the start rate or 5% of his/her base salary whichever is greater but in no event to exceed the maximum rate of pay for the job or position which he/she is covering. The employees shall receive TSOR pay according to this formula for each instance when he/she works in such a capacity for more than five (5) consecutive work days.
12. Police Captains/Division Commanders are not eligible to receive overtime; however, they are eligible to participate in detail work. Bargaining unit members working an outside detail shall be paid at the rate of one-and-one-half times the hourly rate for a patrol officer at the highest step in that grade. When a police captain working an outside detail is required to serve in the capacity of a supervisor during such outside detail, then that captain shall be compensated at the rate at time-and-one-half his / her hourly rate in lieu of the outside detail rate referred to herein. In either event, the employee shall receive compensation for a minimum of four (4) hours when assigned to work an outside detail. Outside details may be worked in communities that have a Mutual Aid Agreement with the Town of Derry and request same through the department. The Town will authorize payment to Police Captains in addition to regular salary at a straight time hourly rate for emergency call-ins. Emergency call-ins shall be limited to events such as Emergency Operations Center or Special Operations Unit activation or attendance required by the Chief of Police at significant crime or emergency events.
13. Court Appearances - Non-exempt employees who are required to appear as witnesses in court, or in other quasi-judicial hearings on behalf of the Town, as a result of incidents that occur during their employment, shall, at all times, be on pay status while they attend such hearings.

#### **XXIV. PERFORMANCE EVALUATIONS**

Each employee, upon appointment to his/her position, 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, but shall not effect any increase in wages. 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 X Grievance Procedure.

#### **XXV. INSURANCES**

1. Health and Hospitalization  
The Town shall provide bargaining unit members with the choice of one of two mutually agreed upon health insurance plans for single, two person, or family coverages. Employees will provide to the Town, through equal weekly payroll deductions, an insurance premium cost sharing of the following amounts of the total monthly premium for that employee's level of coverage:

- a) Existing Health Insurance Plan – BC3T5RDR-R\$3/\$15M\$1

Effective date of contract signing: Fifteen (15%) cost share of the premium (maximum weekly premium co-payments: family plan cost – \$59.33, two-person plan cost – \$43.95, and single plan cost – \$21.97).

Effective July 1, 2009: Sixteen percent (16%) cost share of the premium (maximum weekly premium co-payments: family plan cost – \$69.49, two-person plan cost – \$51.47, and single plan cost – \$25.74).

Effective July 1, 2010: Seventeen percent (17%) cost share of the premium (maximum weekly premium co-payments: family plan cost – \$81.22, two-person plan cost – \$60.16, and single plan cost – \$30.08).

b) Adjusted Health Insurance Plan – BC3T10-R\$3/15M\$3/7

Effective date of contract signing: Fifteen (15%) cost share of the premium (maximum weekly premium co-payments: family plan cost – \$57.96, two-person plan cost – \$42.94, and single plan cost – \$21.47).

Effective July 1, 2009: Sixteen percent (16%) cost share of the premium (maximum weekly premium co-payments: family plan cost – \$67.89, two-person plan cost – \$50.29, and single plan cost – \$25.14).

Effective July 1, 2010: Seventeen percent (17%) cost share of the premium (maximum weekly premium co-payments: family plan cost – \$79.34, two-person plan cost – \$58.77, and single plan cost – \$29.39).

- c) Employee contributions for premium costs of both medical and dental insurance shall be on a Section 125 pre-tax basis.
- d) Insurance Buy-out – Members hired on or before 11/10/04 may receive a buy-out (in lieu of health insurance) at rates in effect on July 1, 2007, which are \$633.03 monthly for 2-person and \$854.59 monthly for family. Members hired after 11/10/04 may receive an annualized buy-out of \$2500 family and \$2500 two-person. 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.
- e) The Town and the Union agree to form a “Joint Labor-Management Committee” to review possible health insurance package options. The Committee shall be comprised of one member from each bargaining unit, the Human Resources Director or his/her designee and the Administrator or his/her designee. If and when the Committee agrees upon an option, advertises (RFP/RFQ) and selects a provider, then the selected option shall be subject to being negotiated into this Agreement by the parties. The Human Resources Director shall serve as the facilitator of the committee and one union representative shall serve as a co-facilitator.
- f) The Health and Hospitalization Insurance referred to above will be extended for a period of up to thirty-nine (39) weeks for covered employees during a period of layoff at the cost of the employee. Payments must be received by the Town by the first of each month.

Note: Employees may select a single, two (2) person or family plan.

- g) The Town will provide Medi-Comp M coverage to employees who, upon reaching sixty-five (65) years of age and qualifying for retirement under the rules and regulations of the New Hampshire Retirement System, retire from employment with the Town, provided that such employees have worked for the Town a minimum of ten (10) years.

2. **Dental Insurance**  
The Town agrees to make available Dental Insurance as provided by the New Hampshire Municipal Association Health Insurance Trust Inc., 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. The employee may "buy out" of the current dental plan at the value of 50% of the Town's premium share for the single membership for employees who show proof of alternative coverage. Payment shall be made monthly.
3. **Life Insurance**  
The Town agrees to provide each member of the unit life insurance coverage in the amount of one (1) year's annual base salary, rounded to the next highest thousand dollars and an additional one (1) year's salary for accidental death and dismemberment.
4. **Disability Insurance Coverage**  
Employees will receive their base pay for six (6) months. 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. Additionally, the Town will continue health and hospitalization coverage at its own expense for up to a maximum of four (4) years, or until other insurance benefits become available to the employee.
5. **Prior to any change of health insurance carrier, discussions will be held with the Union regarding the change. The Town, in any event, reserves the sole and exclusive right to change carriers, and such action by the Town shall not be subject to the grievance provisions of this agreement, except that such change shall not diminish the employee benefits provided at the time of any such change. The parties agree to a re-opener limited to health insurance coverage / cost sharing if an alternative plan/options are jointly agreed upon during the term of this Agreement.**
6. **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 wage up to the allowable maximum. The Town will make no contribution to the Plan.

## **XXVI. FAMILY AND MEDICAL LEAVE**

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 uses any FMLA leave. For example, if an employee has taken eight (8) weeks of FMLA leave during the past twelve (12) months, an additional four (4) weeks of leave could be taken when a second leave is requested. As further example, if an employee takes four (4) weeks of FMLA leave beginning September 1, 1994, when the employee requires additional FMLA leave on March 1, 1995, the employee would have available four (4) weeks of FMLA leave as he/she had taken eight (8) weeks in the twelve (12) months prior to March 1, 1995. 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, however, the Town Administrator may require the employee to transfer temporarily to an alternative position which better accommodates periods of absence or a part time schedule, provided that the position has equivalent pay and benefits.

An employee's earned time, minimum usage requirements, will be included as part of the twelve (12) week leave requirement for a., b., c., or d. FMLA leaves listed above, however, use of earned time in excess of applicable minimum usage requirement shall be at the employee's discretion. For example, an employee with a two (2) week earned time minimum usage requirement, is required to use that time before taking not more than ten (10) additional unpaid weeks.

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. 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 any payment to maintain the employee's medical coverage, unless the employee's failure to return to work was for reasons beyond the employee's control. Employee's shall accrue benefit entitlements based on length of service while on paid status. Employees on unpaid leave will not accrue earned time benefit entitlements based on length of service. 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 re-certifications 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 Town 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.

The parties agree that there are circumstances (sickness/injury of employee or family member) which may preclude the employee's ability to provide notice as herein described. Should such a case arise, the employee's request for FMLA usage will not be denied solely for failure to follow the notification procedures referred to herein.

5. Procedures - A Request for Family and Medical Leave of Absence memo must be originated in duplicate by the employee. This memo should be completed with full details, signed by the employee and then submitted to the Town Administrator or his/her designee for proper approvals. If possible, the memo should be submitted thirty (30) days in advance of the effective date of the FMLA leave.

All requests for FMLA leaves of absence due to illness will include the following information attached to a completed Request for Family and medical Leave of 1) the date on which the serious health condition commenced; 2) the probable duration of the condition; and 3) 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 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 and is paid in accordance with the provisions of the Town's Short Term Disability Plan.

Maternity leave will be treated in the same manner as type d. FMLA leave of absence. 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 Town Policies; Reference to - In the event of any conflicts between this policy and other Town policies, the provisions of this policy shall govern; however, if any provision of a collective bargaining agreement exceeds the benefits offered herein, the agreement shall control for those covered employees.

## **XXVII. 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, and may be amended hereto only by mutual agreement which shall be reduced to writing and signed by the parties hereto.
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 understandings 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 by this Agreement, or with respect to any subject or matter not specifically referred to or covered by this Agreement even though such subjects or matters may not have been within the knowledge or contemplation or either or both of the parties at the time that they negotiated or signed this Agreement.

## **XXVIII. TRAINING**

All job related training and/or educational costs shall be paid by the Town when employees are required or approved to attend said training and/or educational sessions.

1. All employees must be given a reasonable opportunity to learn any new job to which they are promoted or assigned.
2. The Town shall pay the cost of expenses of training or education; not to exceed the budgeted amount for each department every year.
3. 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.
4. Payment will be made directly to the organization or school. Expenses such as room and board will be paid in advance. Mileage will be reimbursed to the employee.
5. In the event that a full program is offered by the Town for training or career development and is accepted by the employee, the employee agrees 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.
6. Continuing Education Benefit - Employees covered by this package shall be reimbursed for out-of-pocket expenses (books, tuition, fees, etc.) subject to approval of the Town Administrator, for costs associated with successfully completing (C average or better) an approved accredited course. Prior approval of course shall be by the Town Administrator.

## **XXIX. PROMOTION**

The Town and Union recognize that promotional opportunity is crucial to the development of good and competent employees. In view of this, the Town will continue to issue promotions on a basis of ability and competence as determined by them through a process that will be both fair and equitable.

### **XXX. HEALTH AND SAFETY**

Recognition - Both the Town and the Union recognize and agree it is in their best interest that the parties to this Agreement take all feasible steps to provide efficient and safe equipment and material to provide safe, clean, sanitary work conditions, and to protect the general health and safety of the employees.

### **XXXI. UNION RIGHTS**

1. The Union shall be allowed the use of the facilities of the Town under the direct control of the Town Administrator and such other facilities with the approval of the appropriate governing body for meetings when such facilities are available and such meetings would not conflict with the business of the Town. Use of facilities shall be arranged according to the normal procedures required by the Town for use of Town facilities.
2. Staff representatives of the Union shall be allowed to visit, with prior approval, the work areas of employees during working hours and confer on the processing of grievances and or investigation of grievances that are filed to the extent that such visitations do not disrupt the work activities of the area being visited.
3. Dues Deduction:
  - a) Union members shall have the right to have Union dues deducted from their regular paychecks.
  - b) The Town shall transmit monthly to the Professional, Administrative and Technical Employees of Derry the dues deducted during the past month together with a list of the employees who had dues deducted and the date of such dues deductions.
  - c) The Union will provide a signed dues deduction/agency fee authorization to the Town from each member of the Union.
  - d) In the event that an employee's check is insufficient to deduct dues after all other required deductions have been made, then no dues will be deducted or paid to the Union for that week.
  - e) The Union agrees to indemnify and save harmless the Town for any actions it may take or fail to take in connection with dues deduction.
  - f) The Union agrees to notify the Town in writing of the amount of the dues to be deducted from each employee, and notify the Town one month in advance of any change in the amount to be deducted.
4. As a condition of employment, an individual who is not a member of the Union, shall beginning with the first pay period following completion of the initial probationary period, have a service fee equal to ninety percent (90%) of the Union dues deducted from the employee's regular pay checks in lieu of dues. Such service fees shall be paid by the Town to the Union along with regular dues.

### **XXXII. MISCELLANEOUS**

Police captains who annually submit to and successfully pass the entry level age- and gender-specific fitness standards as set forth by the Police Standards and Training Council for entry into the academy shall receive five hundred dollars (\$500) per contract year for achieving the thirty-fifth (35<sup>th</sup>) percentile of such standards, or one thousand dollars (\$1,000) per contract year for achieving the fiftieth (50<sup>th</sup>) percentile of such standards. These stipends are non-cumulative. (See Appendix E, Physical Fitness Testing Standards)

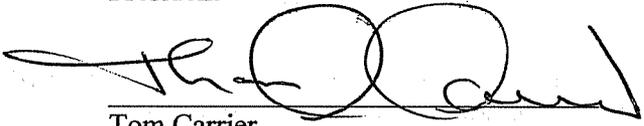
**XXXIII. DURATION**

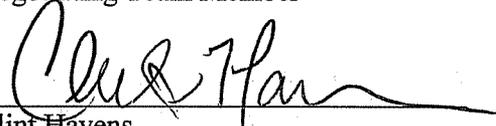
1. This Agreement shall remain in full force and effect for the period from July 1, 2007 through June 30, 2011, or until it is replaced by a successor agreement, whichever is later, except as indicated otherwise in Paragraph 3 below.
2. Renegotiation of this Agreement will be effected by written notification by one party to the other not earlier than September 1, 2010, unless otherwise agreed in writing. Negotiations shall commence within four (4) weeks of receipt of such notice.
3. In the event the parties have not agreed to terms and conditions for a successor agreement prior to the June 30, 2011 expiration date of this Agreement, the parties agree to freeze longevity increases. The parties further agree that employee health insurance premium cost sharing shall remain at 17% of the health premium charged subsequent to June 30, 2011 or the agreed upon "caps", whichever is less, until this agreement is replaced by a successor agreement.

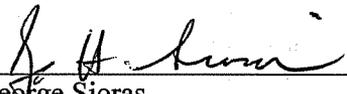
IN WITNESS WHEREOF, the parties have executed this Agreement this 22<sup>nd</sup> day of April, 2009.

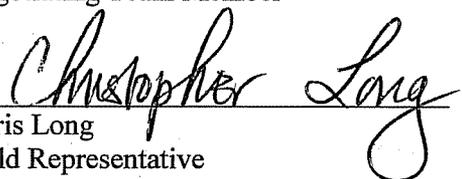
For the Union:

  
\_\_\_\_\_  
Vernon Thomas  
President

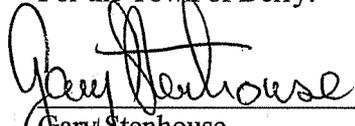
  
\_\_\_\_\_  
Tom Carrier  
Negotiating Team Member

  
\_\_\_\_\_  
Clint Havens  
Negotiating Team Member

  
\_\_\_\_\_  
George Sioras  
Negotiating Team Member

  
\_\_\_\_\_  
Chris Long  
Field Representative

For the Town of Derry:

  
\_\_\_\_\_  
Gary Stenhouse  
Town Administrator

**APPENDIX A**  
**Effective July 6, 2008**

<u>TITLES</u>	<u>GRADE</u>	<u>ANNUALIZED RANGE</u>	<u>HOURLY RANGE</u>	
Deputy Director of Public Works	N	\$76,460.80 - \$99,424.00	\$36.76 - \$47.80	Exempt
Business Development Coordinator Police Captain	M	\$70,012.80 - \$91,332.80	\$33.66 - \$43.91	Exempt
Director of Planning	L	\$67,641.60 - \$87,963.20	\$32.52 - \$42.29	Exempt
Assessor Director of Code Enforcement Engineering Coordinator GIS//IT Manager Superintendent of Operations Tax Collector/Municipal Agent	K	\$64,417.60 - \$83,782.40	\$30.97 - \$40.28	Exempt
Director of Emergency Medical Services Director of Parks & Recreation	J	\$58,635.20 - \$76,086.40	\$28.19 - \$36.58	Exempt
Deputy Assessor Network Administrator Senior Accountant	I	\$53,892.80 - \$70,012.80	\$25.91 - \$33.66	Exempt
Environmental Engineer	H	\$49,150.40 - \$64,001.60	\$23.63 - \$30.77	Exempt
Human Services Administrator	G	\$46,841.60 - \$60,860.80	\$22.52 - \$29.26	Exempt
Cable Facility Coordinator Engineering Tech II	F	\$44,574.40 - \$57,948.80	\$21.43 - \$27.86	Exempt Non-Exempt
Executive Secretary	E	\$40,996.80 - \$53,248.00	\$19.71 - \$25.60	Non-Exempt
Recreation Coordinator	D	\$39,187.20 - \$50,980.80	\$18.84 - \$24.51	Non-Exempt
Vacant	C	\$35,713.60 - \$47,756.80	\$17.17 - \$22.96	
Vacant	B	\$33,945.60 - \$44,158.40	\$16.32 - \$21.23	
Animal Control Officer	A	\$32,219.20 - \$41,828.80	\$15.49 - \$20.11	Non-Exempt

**APPENDIX B**  
**Effective July 1, 2009**

<u>Title</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>
Deputy Director of Public Works	N	\$39.15 \$81,432.00	\$41.21 \$85,716.80	\$43.37 \$90,209.60	\$45.65 \$94,952.00	\$48.05 \$99,944.00	\$50.91 \$105,892.80
Business Development Coordinator Police Captain	M	\$35.85 \$74,568.00	\$37.73 \$78,478.40	\$39.71 \$82,596.80	\$41.79 \$86,923.20	\$43.98 \$91,478.40	\$46.76 \$97,260.80
Director of Planning	L	\$34.63 \$72,030.40	\$36.45 \$75,816.00	\$38.36 \$79,788.80	\$40.37 \$83,969.60	\$42.49 \$88,379.20	\$45.04 \$93,683.20
Assessor Director of Code Enforcement Engineering Coordinator GIS/IT Manager Superintendent of Operations Tax Collector/Municipal Agent	K	\$32.98 \$68,598.40	\$34.71 \$72,196.80	\$36.53 \$75,982.40	\$38.45 \$79,976.00	\$40.47 \$84,177.60	\$42.90 \$89,232.00
Director of Emergency Medical Services Director of Parks & Recreation	J	\$30.02 \$62,441.60	\$31.60 \$65,728.00	\$33.26 \$69,180.80	\$35.01 \$72,820.80	\$36.85 \$76,648.00	\$38.96 \$81,036.80
Deputy Assessor Network Administrator Senior Accountant	I	\$27.59 \$57,387.20	\$29.04 \$60,403.20	\$30.56 \$63,564.80	\$32.16 \$66,892.80	\$33.85 \$70,408.00	\$35.85 \$74,568.00
Environmental Engineer	H	\$25.17 \$52,353.60	\$26.49 \$55,099.20	\$27.88 \$57,990.40	\$29.34 \$61,027.20	\$30.88 \$64,230.40	\$32.77 \$68,161.60
Human Services Administrator	G	\$23.98 \$49,878.40	\$25.24 \$52,499.20	\$26.57 \$55,265.60	\$27.96 \$58,156.80	\$29.43 \$61,214.40	\$31.16 \$64,812.80
Cable Facility Coordinator Engineering Tech II	F	\$22.82 \$47,465.60	\$24.02 \$49,961.60	\$25.28 \$52,582.40	\$26.61 \$55,348.80	\$28.01 \$58,260.80	\$29.67 \$61,713.60
Executive Secretary	E	\$20.99 \$43,659.20	\$22.09 \$45,947.20	\$23.25 \$48,360.00	\$24.47 \$50,897.60	\$25.75 \$53,560.00	\$27.26 \$56,700.80
Recreation Coordinator	D	\$20.06 \$41,724.80	\$21.11 \$43,908.80	\$22.22 \$46,217.60	\$23.39 \$48,651.20	\$24.62 \$51,209.60	\$26.10 \$54,288.00
Vacant	C	\$18.29 \$38,043.20	\$19.25 \$40,040.00	\$20.26 \$42,140.80	\$21.32 \$44,345.60	\$22.44 \$46,675.20	\$24.45 \$50,856.00
Vacant	B	\$17.38 \$36,150.40	\$18.29 \$38,043.20	\$19.25 \$40,040.00	\$20.26 \$42,140.80	\$21.32 \$44,345.60	\$22.61 \$47,028.80
Animal Control Officer	A	\$16.50 \$34,320.00	\$17.37 \$36,129.60	\$18.28 \$38,022.40	\$19.24 \$40,019.20	\$20.25 \$42,120.00	\$21.42 \$44,553.60

*Exempt / Non-Exempt status is shown on Appendix A*

**APPENDIX C**  
**Effective July 1, 2010**

<u>Title</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>
Deputy Director of Public Works	N	\$40.13 \$83,470.40	\$42.24 \$87,859.20	\$44.46 \$92,476.80	\$46.79 \$97,323.20	\$49.25 \$102,440.00	\$52.18 \$108,534.40
Business Development Coordinator Police Captain	M	\$36.75 \$76,440.00	\$38.68 \$80,454.40	\$40.71 \$84,676.80	\$42.85 \$89,128.00	\$45.10 \$93,808.00	\$47.93 \$99,694.40
Director of Planning	L	\$35.50 \$73,840.00	\$37.36 \$77,708.80	\$39.32 \$81,785.60	\$41.38 \$86,070.40	\$43.55 \$90,584.00	\$46.17 \$96,033.60
Assessor Director of Code Enforcement Engineering Coordinator GIS/IT Manager Superintendent of Operations Tax Collector/Municipal Agent	K	\$33.80 \$70,304.00	\$35.57 \$73,985.60	\$37.44 \$77,875.20	\$39.41 \$81,972.80	\$41.48 \$86,278.40	\$43.97 \$91,457.60
Director of Emergency Medical Services Director of Parks & Recreation	J	\$30.77 \$64,001.60	\$32.39 \$67,371.20	\$34.09 \$70,907.20	\$35.88 \$74,630.40	\$37.76 \$78,540.80	\$39.93 \$83,054.40
Deputy Assessor Network Administrator Senior Accountant	I	\$28.28 \$58,822.40	\$29.76 \$61,900.80	\$31.32 \$65,145.60	\$32.96 \$68,556.80	\$34.69 \$72,155.20	\$36.75 \$76,440.00
Environmental Engineer	H	\$25.80 \$53,664.00	\$27.15 \$56,472.00	\$28.58 \$59,446.40	\$30.08 \$62,566.40	\$31.66 \$65,852.80	\$33.59 \$69,867.20
Human Services Administrator	G	\$24.58 \$51,126.40	\$25.87 \$53,809.60	\$27.23 \$56,638.40	\$28.66 \$59,612.80	\$30.16 \$62,732.80	\$31.94 \$66,435.20
Cable Facility Coordinator Engineering Tech II	F	\$23.39 \$48,651.20	\$24.62 \$51,209.60	\$25.91 \$53,892.80	\$27.27 \$56,721.60	\$28.70 \$59,696.00	\$30.41 \$63,252.80
Executive Secretary	E	\$21.51 \$44,740.80	\$22.64 \$47,091.20	\$23.83 \$49,566.40	\$25.08 \$52,166.40	\$26.40 \$54,912.00	\$27.94 \$58,115.20
Recreation Coordinator	D	\$20.56 \$42,764.80	\$21.64 \$45,011.20	\$22.78 \$47,382.40	\$23.98 \$49,878.40	\$25.24 \$52,499.20	\$26.75 \$55,640.00
Vacant	C	\$18.75 \$39,000.00	\$19.73 \$41,038.40	\$20.77 \$43,201.60	\$21.86 \$45,468.80	\$23.01 \$47,860.80	\$25.06 \$52,124.80
Vacant	B	\$17.81 \$37,044.80	\$18.75 \$39,000.00	\$19.73 \$41,038.40	\$20.77 \$43,201.60	\$21.86 \$45,468.80	\$23.18 \$48,214.40
Animal Control Officer	A	\$16.91 \$35,172.80	\$17.80 \$37,024.00	\$18.73 \$38,958.40	\$19.71 \$40,996.80	\$20.74 \$43,139.20	\$21.96 \$45,676.80

*Exempt / Non-Exempt status is shown on Appendix A*

## APPENDIX E: PHYSICAL FITNESS TESTING STANDARDS

The physical fitness tests are based on the Cooper Aerobic Institute standards. You must test at least at the 35<sup>th</sup> percentile on entrance and the 50<sup>th</sup> on exit. The standards are as follows:

<u>Age 18-29</u>	<u>35<sup>th</sup> percentile</u>	<u>50<sup>th</sup> percentile</u>
1.5 mile run (male)	13:06	12:18
1.5 mile run (female)	15:48	14:55
Push-ups in 1 min. (male)	27	33
Push-ups in 1 min. (female)	22	26
Sit-ups in 1 min. (male)	37	40
Sit-ups in 1 min. (female)	31	35
1 repetition maximum effort bench press (male)		
% of body weight	96	1.06
1 repetition maximum effort bench press (female)		
% of body weight	58	65
<u>Age 30-39</u>	<u>35<sup>th</sup> percentile</u>	<u>50<sup>th</sup> percentile</u>
1.5 mile run (male)	13:53	12:51
1.5 mile run (female)	16:23	15:26
Push-ups in 1 min. (male)	21	27
Push-ups in 1 min. (female)	17	21
Sit-ups in 1 min. (male)	33	37
Sit-ups in 1 min. (female)	24	27
1 repetition maximum effort bench press (male)		
% of body weight	86	93
1 repetition maximum effort bench press (female)		
% of body weight	52	57
<u>Age 40-49</u>	<u>35<sup>th</sup> percentile</u>	<u>50<sup>th</sup> percentile</u>
1.5 mile run (male)	14:47	13:53
1.5 mile run (female)	16:59	16:27
Push-ups in 1 minute (male)	16	21
Push-ups in 1 minute (female)	11	15
Sit-ups in 1 min. (male)	28	31
Sit-ups in 1 min. (female)	19	22
1 repetition maximum effort bench press (male)		
% of body weight	78	84
1 repetition maximum effort bench press (female)		
% of body weight	48	52

**Age 50-59**

	<b><u>35<sup>th</sup> percentile</u></b>	<b><u>50<sup>th</sup> percentile</u></b>
1.5 mile run (male)	15:53	14:55
1.5 mile run (female)	18:09	17:29
Push-ups in 1 min. (male)	11	15
Push-ups in 1 min. (female)	10	14
Sit-ups in 1 min. (male)	22	26
Sit-ups in 1 min. (female)	12	17
1 repetition maximum effort bench press (male) % of body weight	70	75
1 repetition maximum effort bench press (female) % of body weight	43	45

**Age 60+**

	<b><u>35<sup>th</sup> percentile</u></b>	<b><u>50<sup>th</sup> percentile</u></b>
1.5 mile run (male)	15:53	16:07
1.5 mile run (female)	16:23	18:16
Push-ups in 1 min. (male)	9	15
Push-ups in 1 min. (female)	4	8
Sit-ups in 1 min. (male)	18	20
Sit-ups in 1 min. (female)	5	8
1 repetition maximum effort bench press (male) % of body weight	65	68
1 repetition maximum effort bench press (female) % of body weight	41	45

Push-ups and sit-ups must be performed within 60 seconds, in the proper form. The bench press tests the maximum amount you can lift off the bench prone, one time, expressed as a percentage of your body weight.

