



**E-MAILED**

1-7-09

AGREEMENT BETWEEN THE  
TOWN OF  
LONDONDERRY  
and the  
LONDONDERRY EXECUTIVE  
EMPLOYEES ASSOCIATION  
(L.E.E.A.)

For the Period

July 1, 2007 through June 30, 2010

*Londonderry Executive Employees Association (LEEA)*  
*July 1, 2007 through June 30, 2010*

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**ARTICLE 1: PARTIES TO THE AGREEMENT**

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

**ARTICLE 2: PURPOSE**

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

**ARTICLE 3: RECOGNITION**

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

Police Chief	Fire Chief	Director of Finance
Police Prosecutor	Recreation Director	Director of Cable Services
Administrative Services Director	Elderly Affairs Director	Town Assessor
Director of Planning and Economic Development		Building Inspector
Director of Public Works and Engineering		Family Mediation Director

**ARTICLE 4: DEFINITIONS**

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

**ANNIVERSARY DATE:** An employee's anniversary date is defined as the date when the employee entered the full time service of the Town as provided on the Town's personnel record.

**ASSOCIATION:** Hereinafter refers to the Londonderry Executive Employees Association

**DEPARTMENT:** A functional division of the Town

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

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

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

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

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

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

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

**ARTICLE 5:           NON DISCRIMINATION**

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

**ARTICLE 6:           MANAGEMENT RIGHTS**

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

**ARTICLE 7:           ASSOCIATION OFFICERS**

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

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

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

**ARTICLE 8:           MEMBERSHIP**

An employee who joins the Association after the signing of this Agreement shall remain a member of the Association as a condition of continued employment during the terms of this Agreement. At the end of any contract period, the employee may discontinue his/her membership in the Association within a thirty (30) day period.

Any Employee who discontinues his/her membership or chooses not to join the Association, shall pay an agency fee at a rate determined by the Association consistent with applicable Federal or State Law(s), as a condition of continued employment during the terms of this agreement.

Any employee who is not a full dues paying Association member during the term of this Agreement, shall be charged with an agency fee as determined by the Association for costs associated with the representation of their position and/or grievance or unfair labor practice filed by the Association on behalf of said employee, as a condition of continued employment.

**ARTICLE 9:           NO STRIKE**

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

**ARTICLE 10:         PROMOTIONAL PROBATIONARY PERIOD**

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

Upon successful completion of the promotional probationary period, the employee shall be unconditionally appointed to the promotional position. An employee who, during or at the conclusion of the promotional probationary period, whose performance and/or conduct is deemed unsatisfactory by the Town Manager, shall return to his/her previous position at the same rank, grade and rate of compensation prior to qualification for probationary promotional

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appointment. Nothing in this section shall be interpreted to limit the Town Manager from imposing other appropriate disciplinary action for unsatisfactory performance or conduct.

**ARTICLE 11:        LAYOFF/RECALL**

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

Qualified and available full time employees within eighteen (18) months from the date of lay-off shall be reinstated to the position from which laid off before new employees are hired or to another association position for which they are otherwise qualified as determined by the Town.

In the event an employee is recalled to full time employment, seniority shall again begin to accumulate to the employee's seniority at the time of lay-off. Any benefits paid at the time of lay-off shall not be paid again. The employee shall be placed at the same salary paid at the time of lay-off.

Employees shall lose seniority and shall no longer be covered by the provisions of this Agreement for the following reasons:

Discharge  
Voluntary Quit, Resignation, or Retirement

**ARTICLE 12:        SCHEDULED WORK WEEK AND HOURS**

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

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

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

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

**ARTICLE 29: GRIEVANCE PROCEDURE**

1. Definition
  - 1.1 A grievance under this article is defined as an alleged violation of any of the provisions of this Agreement, except as provided for in ARTICLE 6 - Management Rights.
  - 1.2 An employee who has a "complaint" may take up the complaint with his/her immediate supervisor verbally within five (5) working days of the incident or the date the employee could reasonably have first been made aware of the incident, before processing the complaint as a formal grievance. The immediate supervisor shall give his/her answer within five (5) working days. It is anticipated that nearly all complaints can be resolved informally without grievance.
2. Each grievance submitted by the Association must be in writing and must contain a statement of facts surrounding the grievance, and the provision(s) of this Agreement allegedly violated; the relief requested, and the extent to which the grievant has sought an informal adjustment of the grievance.
  - 2.1 Written grievances must be submitted to the Town Manager within ten (10) working days of the incident or the date the employee could reasonably first been made aware of the incident or, in the event a complaint has been filed within ten (10) working days of denial of the complaint by the immediate supervisor. The Town Manager will meet with the employee within ten (10) working days after receipt of the written grievance, and will give a written reply to the employee within five (5) working days thereafter.
3. If the employee is not satisfied with the decision of the Town Manager, the Association may file, within twenty (20) calendar days, following the receipt of the decision of the Town Manager a request for arbitration to the New Hampshire Public Employee Labor Relations Board, (PELRB), under its rules and regulations. The decision of the arbitrator shall be final and binding on the parties.
  - 3.1 The cost of the arbitrator shall be borne equally by the Town and the Association with each party responsible for its own costs.
  - 3.2 The foregoing time limitations may be extended by mutual agreement of the parties.
  - 3.3 Failure of the grievant to abide by the time limits set out in this article shall result in the grievance being deemed abandoned.
  - 3.4 Failure of the Town to abide by the time limits set out in this article shall result in the grievance being deemed granted.

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In maintaining the Town's efficiency and reputation, unit members work whatever extra hours are required for appearances before the Town Council, Town Boards and Commissions, citizens' groups, and intergovernmental bodies; for maintenance of essential services during emergencies; and for accomplishment of work assignments which often impose irregular hours and time expenditures far in excess of the conventional 40 hour work week.

However upon being required by their job functions to work in excess of their normal work week, employee may take administrative time off equal to the excess times required by their job functions for appearances before the Town Council, Town Boards and Commissions, citizens' groups, and intergovernmental bodies; for maintenance of essential services during emergencies. Employees required by their job functions to work in excess of their normal work week shall not refuse to work such required time, except for good cause.

Each Regular full time employee of the Association may accumulate administrative time off for appearances before the Town Council, Town Boards and Commissions, citizens' groups, and intergovernmental bodies; for maintenance of essential services during emergencies. No employee shall have in excess of eighty hours (80) accumulated administrative time at any time. Employees may each year beginning July 1, 2004, exercise the option to cash out a maximum of sixty (60) hours per fiscal year during the first pay period in June, and any administrative time off remaining at the end of the fiscal year may not be carried over into the next year.

**ARTICLE 13:        PROMOTIONS**

Positions for all promotional opportunities covered by this agreement shall be posted on departmental bulletin boards for a period of at least fourteen (14) calendar days. The Town may simultaneously advertise the position through outside media while posting it on departmental bulletin boards. The posting shall include the current position description, salary range, test procedure and including weight of part of the test (if any).

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

**ARTICLE 14:        COMPENSATION**

1.        COMPENSATION

1.1        The following Salary and Wage Schedule Base will be in effect as of July 1, 2006:

<u>Position</u>	<u>Minimum</u>	<u>Maximum</u>
Town Finance Director	\$64,013	\$84,882
Town Assessor	\$61,286	\$82,131
Director Public Works & Eng.	\$71,127	\$97,283
Building Inspector	\$61,286	\$81,265

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Fire Chief	\$71,127	\$97,283
Admin. Serv. Director	\$64,013	\$84,882
Police Chief	\$71,127	\$97,283
Police Prosecutor	\$51,186	\$70,632
Director Plan. & Econ. Dev.	\$61,286	\$84,882
Family Mediation Director	\$18,697	\$21,128
Director of Cable Serv.	\$38,602	\$55,066
Recreation Director	\$18,697	\$21,128
Director of Elderly Affair	\$31,367	\$33,798

1.2 Effective July 1, 2007, July 1, 2008, and July 1, 2009 all members of the Association shall receive a cost of living adjustment based upon the Boston Area Consumer Price Index referred to as CPI-U, for the twelve (12) month period ending December 31 of the previous year. Said increases, however, shall in no event be less than three percent (3 %) nor greater than four and one half percent (4½ %). The minimum and maximum of the salary ranges shall be adjusted by the percentage increases used each year.

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

2. PERFORMANCE PAY PLAN

2.1 Plan Administration:

2.1.a Each employee of the Association shall be eligible for a merit increase based on annual\* evaluations based on the date of their appointment to their current grade within their existing job position by his/her immediate supervisor to determine merit eligibility.

\* Evaluations shall be completed in writing using the applicable merit system performance evaluation form provided in Attachments A and B.

2.1.b Interim evaluations may be conducted at any time during the evaluation year as necessary due to an employee being "Unsatisfactory". All such cases must be documented, including identification of the performance deficiency, a specific plan and time-table for achievement of a rating of at least "Acceptable Performance" and a statement of disciplinary action imposed, if any.

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- 2.1.c Employees are encouraged to maintain records of performance incidents throughout the evaluation year for use in supporting the yearly evaluation and all discussions up to and including appeals.
  - 2.1.d Evaluations are to be as objective in nature as possible and may be appealed, but are not subject to the grievance procedure.
  - 2.1.e Overall responsibility for administration of the program shall be vested with the Town Manager.
- 2.2 Evaluation Classification Levels:

<b>Evaluation Results</b>	<b>Merit Increase %</b>	
	<b>Up to Classification Max. Rate</b>	<b>Over Classification Max. Rate</b>
Outstanding	5%	4.5%
Exceeds Standards	4%	3.5%
Acceptable Performance	3%	2.0%
Needs Improvement	0%	0%
Unsatisfactory	0%	0%

- 2.3 Evaluation Conditions:
- 2.3.a To achieve an overall evaluation result at a designated level, an employee must be evaluated as having achieved that rating or a higher rating on at least one half (1/2) of his/her applicable rating categories. An employee evaluated as "Outstanding" on one half (1/2) or more of his/her applicable rating categories, except as otherwise provided below, will be considered as "Outstanding" and shall receive a merit increase as provided above. An employee evaluated as at least "Exceeds Standards" on one half (1/2) or more of his/her applicable rating categories, except as otherwise provided below, will be evaluated as "Exceeds Standards" and receive a merit increase as provided above.
  - 2.3.b In the event a rating category is not applicable to an employee's job position, it should be so noted and not used in determining the employee's evaluation result.
  - 2.3.c Each category rating must be supported by specific details.
  - 2.3.d In no event shall an employee rated as "Needs Improvement" in any category be eligible for a merit raise increase in excess of that provided for "Exceeds Standards" regardless of overall rating score.

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- 2.3.e Each category rating of "needs Improvement" must be supported by specific details and plan and time table, determined mutually by the employee and his/her supervisor, to achieve a rating of at least "Acceptable Performance". Failure to achieve an evaluation of at least "Acceptable Performance" as provided in the plan and time table will result in disciplinary action.
- 2.3.f An employee rated as "Unsatisfactory" in any category will not be eligible for a merit increase in excess of that provided for "Acceptable Performance" or if rated as "Unsatisfactory" in two or more categories will not be eligible for a merit increase; these provisions shall apply regardless of overall rating score and each such category rating must be supported by specific details and a plan and time table to achieve a rating of at least "Acceptable Performance". Failure to achieve a rating of at least "Acceptable Performance" as provided in the plan and time table will result in additional disciplinary action up to and including termination.
- 2.3.g In no event shall an employee receive a merit increase resulting in a base wage rate in excess of the maximum wage range for his/her job position. In the year that an employee achieves the maximum wage/salary rate for his/her classification, such employee shall receive any differential "between his/her evaluation results" and the maximum wage/salary for his/her classification in a lump sum award on a pro-rata basis, in accordance with the "over classification max rate." Thereafter, an employee will be eligible for a lump sum award annually, as provided in 21.a and in 2.2 above, for his/her "evaluation result."
- 2.3.h Appeals: In the event an employee is not in agreement with his/her immediate supervisor's evaluation, he/she may appeal the evaluation through progressive supervisory levels up to the Town Manager. Decision of the Town Manager shall be binding.

**ARTICLE 15:        HOLIDAYS**

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

New Year's Day	Memorial Day	Veteran's Day
Presidents Day	Independence Day	Thanksgiving Day
The Day after Thanksgiving	Labor Day	½ day on December 24
Columbus Day	½ day on December 31	
Christmas Day	Martin Luther King or Floating Holiday	

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

**ARTICLE 16:      VACATIONS**

Vacation eligibility shall begin to accrue on a weekly basis from the date of hire for employees who shall be eligible for annual vacations based on the following schedule:

<b>Length of Continuous Service:</b>	<b>Vacation Accrual Rate (Hours per Month)</b>
Date of Hire to 24 months of service	6.66
25 <sup>th</sup> month through 36 <sup>th</sup> month	7.33
37 <sup>th</sup> month through 48 <sup>th</sup> month	8.00
49 <sup>th</sup> month through 60 <sup>th</sup> month	8.66
61 <sup>st</sup> month through 72 <sup>nd</sup> month	10.66
73 <sup>rd</sup> month through 84 <sup>th</sup> month	11.33
85 <sup>th</sup> month through 96 <sup>th</sup> month	12.00
97 <sup>th</sup> month through 108 <sup>th</sup> month	12.66
109 <sup>th</sup> month through 120 <sup>th</sup> month	13.33
121 <sup>st</sup> month through separation	14.66

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

A newly-hired employee will not be permitted to schedule vacation during the six (6) month Probationary Period and will not be eligible to any vacation accrual if employment is terminated during the Probationary Period. .

With Department Head approval, an employee may take vacation accrued in advance of the schedule provided in Section 1.

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

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

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If an employee covered by this contract is eligible for fifteen (15) or more days of vacation during the current service year, such employee shall have the option of being paid for any unused vacation time up to five days

**ARTICLE 17: SICK LEAVE**

Sick Leave shall accrue at the rate of one (1) day per month. Sick Leave may accumulate to a maximum of one hundred and twenty-five (125) days for all future employees of the Unit hired after 6/30/03. Current employees shall be "Grand fathered" with unlimited accumulation of sick leave.

The Town shall have the right at all times to investigate any sickness claimed by an employee. At the discretion of the Department Head or Town Manager, a doctor's certificate may be required for absence due to illness. When such certificate is required for three or more days of absence, it shall be at the expense of the employee. When a doctor's certificate is required for less than three days, it shall be at the expense of the Town.

Sick leave may be used for actual non-work related sickness or injury of the employee. Sick leave, may be used for an instance of illness of a member of the employee's immediate family. For purposes of the Section, immediate family shall be: husband, wife, child or parent of either the employee or employee's spouse.

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

1-5 years	10 days
6-10 years	27 days
11-15 years	45 days
16-25 years	60 days
over 25 years	90 days

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

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

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

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

**ARTICLE 18:      PERSONAL LEAVE**

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

Employees shall be granted two (2) paid personal days per fiscal year at their standard daily rate. Scheduling shall be with the employees immediate supervisor and may be taken in one-half (½) day increments. There shall be no carry-over of personal days from one fiscal year to the next.

**ARTICLE 19:      BEREAVEMENT LEAVE**

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

Spouse	Grandchild	Sister	Sister-in-Law
Father	Grandmother	Brother	Brother-in-Law
Mother	Grandfather	Child	Aunt
Father-in-Law		Uncle	Mother-In-Law

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

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

**ARTICLE 20:      MILITARY LEAVE**

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

**ARTICLE 21:      JURY DUTY**

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

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

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

**ARTICLE 22:        INSURANCE**

1.     Beginning July 1, 2007, the Town shall contribute towards the cost of health insurance selected by the eligible employee at the rate of eighty percent (80%) of the Blue Choice - Plan One with Rider or a successor plan agreed to by the parties, based on the applicable rates in effect as of July 1 of each year for either a single person, two-person, or family plan for each participating member.

2.     In the event that an employee opts for a plan with more comprehensive coverage than Blue Choice - Plan One with Rider the employee will pay the additional premium over and above the twenty percent (20%) cost share of the Blue Choice Plan.

All employee premium cost sharing contribution shall be on a regular pay interval basis and shall be on a pre-tax basis.

During the term of this Agreement, employees whose health insurance premium expense increases from 15 to 20%, shall be allowed to cash in accrued sick leave to an amount equal to the additional 5% premium cost share for their level of coverage. The following formula shall be based on Blue Choice Plan One with Rider premium:

- |    |                            |   |                                  |
|----|----------------------------|---|----------------------------------|
| 1) | Total insurance cost X 20% | = | A                                |
| 2) | Total insurance cost X 15% | = | B                                |
| 3) | Cost differential (A-B)    | = | C                                |
| 4) | Sick Leave Cash-in         | = | C/hourly rate at time of cash-in |

Employees seeking retroactive reimbursement shall be credited for the actual premium increase expense over what a 15% cost share would have cost; employees seeking prospective reimbursement shall be credited for the difference in cost between the 15% and 20% cost share levels, pro-rated over the life of this Agreement. No additional reimbursements based upon anticipated increases in future health insurance premiums expenses shall be awarded to employees requesting prospective reimbursement. In all instances, sick leave cash-in shall be calculated at the current hourly rate of the employee at the time reimbursement is being requested.

Payments to eligible employees will be made no less than annually on a lump sum basis during the first fiscal month of each fiscal year.

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2. For employees on roll effective July 1, 2004 and participating as of July 1, 2004 in the insurance buyout, the Town shall pay the following amounts beginning July 1, 2007:

	<u>Single</u>	<u>2 Person</u>	<u>Family</u>
7/1/2007	\$2,500	\$4,235	\$6,244
7/1/2008	\$2,500	\$2,736	\$5,744
7/1/2009	\$2,500	\$2,500	\$4,244

Employees hired after July 1, 2004, employees on roll July 1, 2004 and opting for "buyout" for the first time, and employees who change from "buyout" status and later opt for resumption of "buyout" shall upon satisfactory evidence that he/she has health insurance coverage through a spouse or other family member's policy shall receive \$2,500. The insurance "buyout" payment shall be divided equally and payable to eligible employees during the employee's regular pay period.

During the terms of this Agreement, Employees on roll effective July 1, 2004 and who receive the "buyout" shall be able to "cash in" up to thirty (30) days accrued sick leave at any time during the life of this Agreement. The sick leave cash in shall be a lump sum payment, and not divided equally and payable during the employee's regular pay period.

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

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

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

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

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

***Londonderry Executive Employees Association (LEEA)***  
***July 1, 2007 through June 30, 2010***

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paragraph is contingent upon the employee's cooperation with the Town in the defense of any action brought against the employee and/or the Town.

**Life and Disability:** Provided through the New Hampshire Municipal Association Insurance Trust in an amount equivalent to a bargaining unit member's annual salary, with benefits for dismemberment and loss of sight and non-occupational disability benefits of sixty six and two thirds percent (66 2/3%) of an employee's weekly salary, for a maximum of twenty-six (26) weeks. The disability benefit does not begin until the end of fifteen (15) calendar days of a non-occupational disability.

**Medi-Comp III:** The Town shall provide at the employees expense Medi-Comp III coverage to employees who upon reaching sixty-five (65) qualify 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 for a minimum of ten (10) years.

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

**ARTICLE 23:           WORKERS' COMPENSATION**

All employees of the Town who are injured or incur a job-related illness while in the performance of their duties shall receive their regular rate of pay (budget wage less normal deductions) while on injury/illness for a period of twelve months (12 mos.) from date of such injury or illness. All workers' compensation benefits received by an employee shall be assigned by the employee ("sign over" the checks) to the Town to receive said rate of pay.

If an employee is denied benefits, he/she must repay the Town for all compensation received by virtue of payments provided under Paragraph 1. Repayment will be accomplished by charging sick leave, and/or personal days and/or vacation time (in that order), both current and future, until the overpayment has been satisfied.

Employees who are covered by Workers' Compensation may utilize sick leave and/or personal days and/or vacation time (in that order) to make up the difference between the Workers' Compensation rate and their regular rate of pay after the twelve (12) month period Paragraph 1 above is exhausted..

**ARTICLE 24:           CLOTHING/TRAVEL ALLOWANCE**

Employees required to wear a uniform, including work boots, shall receive an annual uniform allowance of five hundred dollars (\$500) for the purpose of purchasing and maintaining required

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uniforms. Such allowances shall be payable only for approved items and must be supported by receipt of expenditure. The list of approved items shall be no less than the list of approved items on July 1, 2002.

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

**ARTICLE 25:        EDUCATIONAL INCENTIVE**

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

Employees shall receive tuition payments for courses passed in a job related degree program, certificate program or any other program approved by their department head. Tuition will be paid upon satisfactory evidence of course enrollment provided the employee sign a release for repayment of cost of the course should the employee for whatever reason fail to obtain a passing grade for the course.

**ARTICLE 26:        PROFESSIONAL CERTIFICATIONS**

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

**ARTICLE 27:        OUTSIDE WORK DETAILS**

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

**ARTICLE 28:        DISCIPLINE AND TERMINATION FOR CAUSE**

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

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

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

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**ARTICLE 30:        DURATION OF AGREEMENT**

This agreement shall run from July 1, 2007 and shall expire on midnight, June 30, 2010.

**ARTICLE 31:        MUTUAL AGREEMENT**

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

**ARTICLE 32:        SEVERABILITY**

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

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**ASSOCIATION**

\_\_\_\_\_  
**President**

\_\_\_\_\_  
**Vice President**

\_\_\_\_\_  
**Secretary**

\_\_\_\_\_  
**Treasurer**

**TOWN**

\_\_\_\_\_  
**Town Manager**

**Date Signed:** \_\_\_\_\_

**ATTACHMENT A**

**TOWN OF LONDONDERRY  
PERFORMANCE EVALUATION  
LEEA**

**Employee:** \_\_\_\_\_ **Date of Hire:** \_\_\_\_\_

**Title:** \_\_\_\_\_ **Anniversary Date:** \_\_\_\_\_

**Appraisal Period From:** \_\_\_\_\_ **To:** \_\_\_\_\_ **Date of Appraisal:** \_\_\_\_\_

**INSTRUCTIONS**

1. The Employees Department Head or Immediate Supervisor shall advise the employee two weeks in advance of the upcoming appraisal and give the employee a performance evaluation form to complete the self-rating section independently.
2. The Employees Department Head or Immediate Supervisor shall complete each item on the form and attach additional sheets if necessary. The employee shall complete the self-rating in Sections I & II and provide the Employees Department Head or Immediate Supervisor with a copy prior to the appraisal interview (Section IV).
3. In Section I, the employee and the Employees Department Head or Immediate Supervisor shall independently rate the employee's performance in each of the performance dimensions.  
  
Consider each performance dimension separately and do not allow your rating on one dimension to influence your judgment on others. For each, provide specific examples or critical incidents of performance to explain and support your ratings.
4. In Section II, the employee and the Employees Department Head or Immediate Supervisor shall list, comment on and independently evaluate progress made on the objectives decided upon by the employee and Employees Department Head or Immediate Supervisor in the previous appraisal interview which the employee was held accountable for during this appraisal period.
5. Section III: should be used for the Employees Department Head or Immediate Supervisor's comments on the employee's performance, for example: Outstanding achievements, strengths, weaknesses, unique capabilities, developmental needs and overall work product.
6. In Section IV, the employee and the Employees Department Head or Immediate Supervisor shall meet and discuss differences in perceptions in Sections I & II.
7. Section V shall be completed at a meeting of the employee and Employees Department Head or Immediate Supervisor. The participants shall discuss and list mutual objectives to be accomplished during the ensuing year. If possible, the criteria by which each objective will be measured shall also be listed.
8. The employee shall use Section VI to make desired comments concerning the evaluation and sign and date the form.

9. After completing Sections I, II, III, IV and V, the Employees Department Head or Immediate Supervisor shall sign and date the form in Section VII.

11. A completed copy shall be made available to the employee. The Employees Department Head or Immediate Supervisor will retain the original for inclusion in the employee's personnel file.

### **RATING SCALE**

1) **Does Not Apply**

2) **Unsatisfactory** -- Results show deficiencies which seriously interfere with the attainment of the principal responsibilities of the job.

#### **Needs Improvement**

3) The employee's overall performance has not yet met the standards for this position.

4) Improvement is needed primarily in the specific areas noted in the comments.

5) ~~**Acceptable Performance**~~ -- Results show job responsibilities are being performed competently.

6) **Exceeds Standards** -- Results show achievements which are valuable to the organization and are beyond the job's objectives. Such performance exceeds what is reasonably expected of an individual in this job classification who is fully performing the position's responsibilities.

7) **Outstanding** -- Results show achievements which consistently far exceed all of the position's responsibilities. This individual displays the highest degree of initiative, requires minimum supervision and performs exceptionally well under all conditions.

### **APPRAISAL OF PERFORMANCE**

The employee and the Employees Department Head or Immediate Supervisor shall independently rate each performance dimension. Consider each dimension separately and do not allow your scoring on one dimension to influence your judgment on others. Provide specific examples of critical incidents of performance to explain and support your rating. The characteristics of each performance dimension is attached to this evaluation.

#### **Ratings:**

1) Does not Apply

2) Unsatisfactory

3) Overall improvement needed

4) Specific improvement needed

5) Acceptable Performance

6) Exceeds Standards

7) Outstanding

Employee

Supervisor

**1. COMMUNICATIONS**

*Comments:ADM* - \_\_\_\_\_

EMP - \_\_\_\_\_

**2. ABILITY TO ANALYZE AND SOLVE PROBLEMS**

*Comments:ADM* - \_\_\_\_\_

EMP - \_\_\_\_\_

**3. DECISION MAKING**

*Comments:ADM* - \_\_\_\_\_

EMP - \_\_\_\_\_

**4. PLANNING & ORGANIZATION**

*Comments:ADM* - \_\_\_\_\_

EMP - \_\_\_\_\_

**5. MANAGEMENT CONTROL**

*Comments:ADM* - \_\_\_\_\_

EMP - \_\_\_\_\_

**6. LEADERSHIP**

*Comments: ADM* – \_\_\_\_\_

EMP – \_\_\_\_\_

**7. INTERPERSONAL SENSITIVITY**

*Comments: ADM* – \_\_\_\_\_

EMP – \_\_\_\_\_

**8. FLEXIBILITY AND INNOVATION**

*Comments: ADM* – \_\_\_\_\_

EMP – \_\_\_\_\_

**9. HANDLING STRESS**

*Comments: ADM* – \_\_\_\_\_

EMP – \_\_\_\_\_

**10. TECHNICAL KNOWLEDGE**

*Comments: ADM* – \_\_\_\_\_

EMP – \_\_\_\_\_



5) \_\_\_\_\_  
Rating: \_\_\_\_\_  
Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6) \_\_\_\_\_  
Rating: \_\_\_\_\_  
Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7) \_\_\_\_\_  
Rating: \_\_\_\_\_  
Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8) \_\_\_\_\_  
Rating: \_\_\_\_\_  
Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**III. DEPARTMENT HEAD OR IMMEDIATE SUPERVISOR'S NARRATIVE** ----

Comment on the employee's performance, including such things as outstanding achievements, strengths, weaknesses, unique capabilities, developmental needs and overall work product. Identify steps taken to effect any necessary changes during this appraisal period.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**IV. APPRAISAL INTERVIEW FOR EMPLOYEE AND DEPARTMENT HEAD OR IMMEDIATE SUPERVISOR** --- During this discussion, comment on the differences in perceptions in Sections I & II.

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**V. GOALS AND OBJECTIVES FOR THE ENSUING EVALUATION YEAR** --- The employee and Employees Department Head or Immediate Supervisor shall meet to discuss mutual objectives to be attained for the ensuing evaluation year. Goals shall also be identified as mission critical or secondary goals.

1) \_\_\_\_\_

2) \_\_\_\_\_

3) \_\_\_\_\_

4) \_\_\_\_\_

5) \_\_\_\_\_

6) \_\_\_\_\_

7) \_\_\_\_\_

**VI. EMPLOYEE'S COMMENTS (OPTIONAL):**

I have met with the Employees Department Head or Immediate Supervisor to discuss this performance appraisal. I have had an opportunity to comment on this appraisal in the space above and a copy of the completed document was given to me.

**SIGNATURE OF EMPLOYEE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**VII. RECOMMENDATION FOR MERIT INCREASE:**

- \_\_\_\_\_ Grant merit increase as scheduled.
- \_\_\_\_\_ Delay merit increase \_\_\_\_\_ days pending further evaluation.
- \_\_\_\_\_ Deny merit increase for this evaluation period.

**SIGNATURE OF DEPARTMENT HEAD OR IMMEDIATE SUPERVISOR**

\_\_\_\_\_ **DATE:** \_\_\_\_\_

**APPROVAL OF TOWN MANAGER:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

## COMMUNICATIONS

Is able to express ideas clearly, concisely and effectively in both oral and written forms.

Is able to persuade, summarize and justify ideas.

Actively listens.

Accepts and offers constructive criticism.

Gives and receives feedback. and is able to draw others into the conversation.

## ABILITY TO ANALYZE AND SOLVE PROBLEMS

Understands and correctly interprets situations.

Correctly identifies problems and their causes.

Is able to research, separate and integrate relevant data, perceive similarities and differences, distill the essence of an idea or problem, break complex problems into components for analysis and recognize when more information is needed.

Utilizes a variety of resources when analyzing a problem: i.e. reading material, staff personnel, verbal or written communications with others.

Logically analyzes problems, makes effective judgements and maintains a good track record of accuracy.

Uses common sense and discretion.

## DECISION MAKING

Recognizes when a decision is necessary and displays a readiness to make a decision.

Identifies possible alternative solutions and chooses the appropriate one.

Realizes possible ramifications and impact of each decision.

Makes timely decisions.

## PLANNING AND ORGANIZATION

Sets realistic goals and objectives and establishes logical priorities so as to maximize staff and material resources to increase efficiency.

Coordinates, schedules and anticipates events and carries out projects to meet deadlines.

### MANAGEMENT CONTROL

Understands and applies principles of employee selection, training and development, supervision and evaluation.

Coordinates and delegates work within the department.

Is able to assess capabilities and skills of staff in order to use them to the fullest.

Keeps subordinates informed on new developments and prevents/handles personnel problems in accordance with established procedures.

Works towards affirmative action goals.

Makes accurate cost estimates and financial projections, prepares and executes budget within appropriations.

Optimizes productivity within financial resources.

### LEADERSHIP

Is able to guide and motivate individuals to perform to the maximum of their ability.

Is able to work with and through individuals at various levels to accomplish a task.

Is assertive, impartial and shows good initiative.

Maintains an active interest in and concern for management problems throughout the organization and facilitates inter/intra departmental cooperation.

Displays loyalty to the organization and dedication to the job.

Gains the respect, confidence, loyalty and support of others.

Promotes a positive personal, professional and organizational image.

### INTERPERSONAL SENSITIVITY

Willingly listens to suggestions, considers the view of others and accepts criticism.

Is able to interact diplomatically and makes appropriate statements or actions in dealing with hostile persons or situations.

Establishes rapport and is sensitive to the needs and feelings of others.

Maintains an open and approachable manner.

Is able to separate personal feelings from business matters.

#### FLEXIBILITY AND INNOVATION

Is open minded and able to adapt to changing circumstances.

Displays initiative, drive and creativity when confronted with a problem which is difficult to solve using conventional methods.

Displays originality and resourcefulness.

#### HANDLING STRESS

Remains calm while maintaining a positive attitude in stressful or frustrating situations.

Is able to persevere and defend solutions under adverse conditions.

Maintains a high level of motivation.

Is able to think clearly, logically and rationally under pressure.

#### TECHNICAL KNOWLEDGE

Level of technical skill is consistent with present job requirements.

Keeps abreast of technical and legal developments in the field.