

***AGREEMENT BETWEEN THE***

***TOWN OF  
LONDONDERRY***

***and the***

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

***~ ~ COUNCIL 93 ~ ~***

***(LAEA - Unit B – Town Administrative Personnel)***

***For the Period***

***JULY 1, 2020 through JUNE 30, 2025***

## Table of Contents

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



**ARTICLE 1: PARTIES TO THE AGREEMENT**

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

**ARTICLE 2: PURPOSE**

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

**ARTICLE 3: RECOGNITION**

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

Admin. Support Coordinator	GIS Manager/Planner	Town Planner
Appraiser	Public Works Admin. Assistant	Training Coordinator
Assistant Assessor	Public Information Coordinator/Assistant Director	Permit Technician
Assistant Public Works Director	Senior Building Inspector/Health/Zoning Officer	Associate Planner
Environmental Engineer	Assistant Building Inspector/Deputy Health Officer	
Assessment Technician	Code Enforcement Officer	
Public Safety IT Coordinator		

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

**ARTICLE 4: DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE 5: NON-DISCRIMINATION**

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

**ARTICLE 6: MANAGEMENT RIGHTS**

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

**ARTICLE 7: ASSOCIATION OFFICERS**

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

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

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

**ARTICLE 8: MEMBERSHIP**

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



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

It is the Association's position that the negotiation for and administration of the Agreement entail expenses which appropriately should be shared by all Employees who are beneficiaries of the Agreement. To this end, if an Employee in the bargaining unit does not want to be a member of the Union, he/she must sign a statement to that effect. The Association requires that the Employee shall also acknowledge and agree that if representation by the Union is requested by the Employee, the Employee will be required to pay the union all expenses to the extent permissible by applicable law, prior to any representational duties taking place.

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

#### **ARTICLE 9: NO STRIKE**

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

#### **ARTICLE 10: PROMOTIONAL PROBATIONARY PERIOD**

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

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

#### **ARTICLE 11: LAYOFF/RECALL**

1. When it is necessary to reduce the number of employees within a department, layoffs will be made within the overall affected department(s) on the basis of seniority by rank/position; ie: the last employee hired to their range/position within the affected department(s) shall be the first laid-off.
2. Within eighteen (18) months from the date of any lay-off, qualified and available Full-Time employees who were laid off shall be reinstated before new employees are hired. Such laid-off employees shall be recalled



in reverse order of their layoff to positions within range and/or classification or to positions for which they are otherwise qualified.

3. In the event an employee is recalled to full-time employment, such employee’s seniority shall be reinstated to his/her seniority acquired as of the date of lay-off. Any benefits paid at the time of lay-off shall not be paid again. The re-instated employee shall be placed at the step in the appropriate salary range closest to his/her salary at the time of lay-off.

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

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

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

<b>Position</b>	<b>Dept.</b>	<b>Schedule</b>	<b>Hours/Week</b>
Asst. Building Inspector*	BLD	M-F 8:30 AM – 5:00 PM	40
Senior Building Inspector*	BLD	M-F 8:30 AM – 5:00 PM	40
GIS/Mgr./Planner	CD	M-F 8:30 AM – 5:00 PM	40
Town Planner	CD	M-F 8:30 AM – 5:00 PM	40
Associate Planner*	CD	M-F 8:30 AM – 5:00 PM	40
Assistant Assessor*	AS	M-F 8:30 AM – 5:00 PM	40
Appraiser*	AS	M-F 8:30 AM – 5:00 PM	40
Assistant Public Works Director	DPW	M-F 8:30 AM – 5:00 PM	40
Environmental Engineer	DPW	M-F 8:30 AM – 5:00 PM	40
Public Works Adm. Assistant*	DPW	M-F 8:30 AM – 5:00 PM	40
Admin. Support Coordinator	TM	M-F	40
Permit Technician*	BLD	M-F 8:30 AM – 5:00 PM	40
Training Coordinator*	CS	TBD	40
Public Information Coordinator/ Assistant Director*	CS	TBD	40
Assessment Technician*	AS	TBD, Part-Time	
Code Enforcement Officer*	BLD	TBD, Part-Time	
Public Safety IT Coordinator	PD/FD	TBD	40

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

\* Non-Exempt Employees

\*\* Work schedules may vary from those set forth above upon agreement between the employee and the Department Head subject to final approval by the Town Manager.

2. The Association recognizes that the work week and hours of the employees of the Public Works Department must be flexible in order to meet the operational requirements of the Department.

3. Non-exempt employees shall be granted a forty-five (45) minute lunch break each work day and two fifteen (15) minute rest breaks each full working day.



4. Non-exempt employees required to attend meetings, hearings, or another Town activity or who are otherwise required to work in excess of the normal work schedule due to operational requirements of their Department shall be compensated in wages at a rate of one and one-half times, or subject to the mutual agreement of the Department Head and the employee, be granted compensatory time at the rate of time and one-half times.
5. Exempt employees required to attend meetings, hearings or another Town activity or who are otherwise required to work in excess of the customary work schedule due to operational needs of their Department shall be granted administrative time off in an amount equal to the time worked. Except for emergency situations, administrative time shall be scheduled subject to need of the Department with forty-eight (48) hours' advance notice and may not exceed one day (shift) consecutively. Employees may exercise the option to cash out a maximum of forty (40) hours per fiscal year during the last pay period in June, and any administrative time balance resets to zero (0) as of July 1 of each new fiscal year.
6. Non-exempt employees required to attend court during their off-duty hours shall be paid a minimum of three (3) hours at time and one-half at that employee's regular hourly rate, less the witness fee received by such employees, or compensatory time at the rate of one and one-half the time spent in court inclusive of the statutory witness fee.

#### **ARTICLE 13: RECRUITMENT/PROMOTIONS**

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

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

#### **ARTICLE 14: COMPENSATION AND PERFORMANCE BASED PAY PLAN**

1. The LAEA Salary and Wage Schedule effective July 1, 2020 shall be as provided in Appendix A.
- 1.2 Effective July 1, 2020 (FY21) and each subsequent year of this Agreement, all members of the unit shall receive a cost of living adjustment based upon the Boston Regional Office Consumer Price Index referred to as CPI-U as published by the U.S. Department of Labor, for the twelve (12) month average for the period ending December 31 of the preceding year, except that in no event shall such increase be less than one percent (1.0%) nor greater than two and a half percent (2.5%).
- 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 functional department Head and/or the Employees Department Head or Immediate Supervisor.
2. PERFORMANCE PAY PLAN:
  - 2.1 Plan Administration:
    - 2.1.a Each employee of the Association shall be evaluated at least once annually on or



about the date of hire (or if promoted from within, the promotion date into their current position in the Association) by their immediate supervisor. The evaluation shall become the basis for any available merit eligibility, and a determinant of unsatisfactory or substandard job performance.

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

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

2.2 Evaluation Classification Levels:

<u>Evaluation Results</u>	<u>Merit Increase % Max. Rate</u>
Outstanding	3.0%
Exceeds Expectations	2.5%
Meets Expectations	1.5%
Does Not Meet Minimum Requirements	0%
Unsatisfactory	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 Expectations” on one half (1/2) or more of his/her applicable rating categories, except as otherwise provided below, will be evaluated as “Exceeds Expectations” 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 Expectations” regardless of overall rating score.
- 2.3.e Each category rating of “Does Not Meet Minimum Standards” 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 “Meets Expectations”. Failure to achieve an evaluation of at least “Meets Expectations” 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 “Meets Expectations” 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 “Meets Expectations”. Failure to achieve a rating of at least “Meets Expectations” as provided in the plan and timetable will result in additional disciplinary action up to and including termination.
- 2.3.g An employee who has achieved the maximum wage/salary rate for his/her classification, shall receive any differential between the maximum wage/salary for his/her classification and his/her annual evaluation results in a lump sum award (i.e., “merit over max”).
- 2.3.h Appeals: In the event an employee is not in agreement with his/her immediate supervisor’s evaluation, he/she may appeal the evaluation to the Town Manager. The decision of the Town Manager shall be non-grievable.

**ARTICLE 15: HOLIDAYS**

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

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

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

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

**ARTICLE 16: VACATIONS**

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

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



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

2. A newly-hired (new to Town) employee will not be permitted to schedule vacation during his/her six (6) month Probationary Period and will not be eligible for any payout of vacation accrual if his/her employment is terminated during the Probationary Period. Upon the successful completion of probation, the employee may, with the Department Head's approval, use up to five (5) working days (or shifts) of the first year's vacation accrual.
3. With Department Head approval, an employee may take vacation accrued in advance of the schedule provided in Section 1.
4. Employees may carry over accrued vacation as long as the total carry over and current year's eligibility does not exceed two (2) times the yearly total to which the employee is entitled.
5. All members shall indicate their schedule of preference for vacation within their Department. In instances of conflict, the rule of departmental seniority within the bargaining unit shall govern. The number of persons who may take a vacation at any one time shall be determined at the sole discretion of the Department Head.
6. For employees employed as of June 30, 2020: Upon separation for any reason other than cause and provided the employee has given the Town at least 2 weeks' notice of his/her departure, said employees will be compensated for 100% of all accrued vacation.
7. For employees hired on or after July 1, 2020: When a non-probationary employee (non-newly hired) employee terminates his/her employment with the Town for any reason other than cause, he/she shall be compensated for up to ten (10) days of vacation accruals (provided he/she has such accruals on the books at the time of separation) if he/she has given the Town at least two (2) weeks' notice of his/her departure.
8. The provisions of this Article shall apply to Regular Part-time Employees on a pro-rata basis.
9. During the month of December, an employee may elect to receive a cash payment of up to five (5) vacation days ("Vacation Cash Out"), with said vacation days to be earned during the following calendar year (the "Accrual Year"). Said Vacation Cash Out election shall be irrevocable and will be paid in the pay period which contains December 1 of the Accrual Year, assuming said employee was still employed by the Town as of December 1 of the Accrual Year and assuming said employee has the requisite number of days he/she elected for Cash Out on the books as of December 1 of the Accrual Year.
10. If an NHRS spiking assessment is in effect at the time of a member's retirement, then any payment of accrued vacation leave will be made 121 days following the last day of employment.



**ARTICLE 17: SICK LEAVE**

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

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

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

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

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

4. For employees hired prior to July 1, 2020: the Town will take a snapshot of each such employee's accrued sick time on the books as of June 30, 2020 ("Snapshot Value"). When a non-probationary employee (non-newly hired) employee terminates his/her employment with the Town for any reason other than cause, and assuming he/she has given the Town at least two (2) weeks' notice of his/her departure, he/she shall be compensated for his/her Snapshot Value of sick time accruals (provided he/she has such accruals on the books at the time of separation) according to the following schedule (with the understanding that the employee is entitled to compensation for the higher number, whether that be his/her Snapshot Value or his/her payout according to the following schedule):

YEARS OF SERVICE

1 - 10  
11 - 15  
Over 15

COMPENSATION

12 DAYS (96 HOURS)  
12.5 DAYS (100 HOURS)  
30 DAYS (240 HOURS)



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

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

7. For employees hired on or after July 1, 2020: There shall be no payout of accrued sick time hours upon separation.

8. Notification of absence shall be given as early as possible on the first day of absence. If such notification is not made, such absence may, at the discretion of the Department Head, be applied to absence without pay.

9. If an employee has no sick leave accruals, an absence shall be charged at the discretion of the Department Head to absence without pay or vacation leave. If the latter is used, the employee must first approve of its use.

10. Any non-work related accident or illness in excess of fifteen (15) consecutive calendar days shall be treated in accordance with ARTICLE 23 - INSURANCE, Section 5 - Short Term Disability; however, an employee may elect to use accrued sick time to offset the Town's insurance to maintain his/her full wages during the term of disability until all such accrued sick leave has been exhausted. If the absence is for a qualifying reason under the Family Medical Leave Act (FMLA), the provisions of the Town's FMLA policy shall control.

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

12. If an NHRS spiking assessment is in effect at the time of a member's retirement, then any payment of accrued leave time will be made 121 days following the last day of employment.

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

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

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

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

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



**ARTICLE 19: PERSONAL LEAVE**

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

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

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

2. Employees shall be granted one (1) paid personal day per fiscal year at their standard daily rate. Scheduling shall be with the approval of the Department Head and may be taken in one-half (1/2) day increments. The personal day is “use it or lose it” during each fiscal year. Any unused personal day will not be paid out upon separation, regardless whether the separation is voluntary or involuntary. The provisions of this paragraph shall apply to Regular Part-Time employees on a pro-rata basis.

**ARTICLE 20: BEREAVEMENT LEAVE**

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

Spouse	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 Department Head; such days will be without pay or charged to vacation time or sick leave at the employee’s discretion.

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

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

**ARTICLE 21: MILITARY LEAVE**

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



**ARTICLE 22: JURY DUTY**

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

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

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

**ARTICLE 23: INSURANCE**

1. Effective July 1, 2020, the Town and Full-Time employees shall share the cost of health insurance premiums as follows:

For the Lumenos High-Deductible plan:

FY 2021: Employee pays 0% of the premium cost for the applicable coverage (single plan, two-person plan, or family plan).

FY 2022: Employee pays 0% of the premium cost for the applicable coverage.

FY 2023: Employee pays 3% of the premium cost for the applicable coverage; Town pays remaining 97%.

FY 2024: Employee pays 3% of the premium cost for the applicable coverage; Town pays remaining 97%.

FY 2025: Employee pays 4% of the premium cost for the applicable coverage; Town pays remaining 96%.

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

FY 2021 – FY 2025: \$1,000 for single coverage / \$2,000 for two-person or family coverage

For the Blue Choice or Access Blue Plans:

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

2. Opt-Out Payment: Regular Full-Time employees who are eligible for, and opt not to subscribe to, a town

sponsored health insurance plan shall receive an opt-out amount of \$2,500 per fiscal year. Said payment shall be divided into equal installments and paid to eligible employees in such installments during each regular pay period. If a Full-Time employee in this Association is married to another Full-Time employee of the Town as of June 30, 2020, the employee with the lowest applicable opt-out payment shall receive the opt-out payment. In order to opt out of Town-sponsored health insurance, an employee must attest, during open enrollment, to having other insurance coverage for themselves and their covered tax dependents which meets the minimum essential coverage requirements under the Affordable Care Act.

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

4. Life Insurance and Disability:

Life Insurance:

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

Short and Long-Term Disability:

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

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

5. Indemnification of Association Members:

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

6. Flexible Benefit Plan:

Employees shall be eligible to participate in the Town's Flexible Benefit Plan eligibility for health insurance or a health insurance buyout as provided in Sections 1 and 2 of this Article. Each Plan Year shall extend from July 1,



through June 30 of each year for the life of the contract. Personal election forms and options for each Plan Year shall be published sufficiently in advance of July 1 of each year to provide for employee enrollment / changes / cancellation.

7. Medi-Comp III:

The Town shall provide Medi-Comp III coverage, at the employee's expense, 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 for a minimum of ten (10) years.

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

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

**ARTICLE 24: WORKERS' COMPENSATION**

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

2. If an employee receives workers' compensation benefits for any time period for which he/she has also received pay from the Town in the form of accrued hours or regular pay, he/she must repay the Town for any "overpayment" in accordance with applicable law.

**ARTICLE 25: CLOTHING**

If the performance of their job duties requires Association members to wear protective or other required clothing including but not limited to hard hats, safety shoes/boots, retroreflective clothing/outerwear, gloves, etc., the individual Association member, with Department Head approval, shall purchase the required items and upon the presentation of receipt(s), shall be reimbursed by the Town for such expense(s).

**ARTICLE 26: EDUCATIONAL INCENTIVE**

1. Any employee who has or subsequently earns a Master's or Doctorate degree shall receive an annual educational incentive of \$500 for a Master's Degree or \$1,000 for a Doctorate degree, provided such degrees are



deemed to be directly function-related by the employee's Department Head. Such incentives are not cumulative and shall be payable in regular pay interval installments throughout the year.

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

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

**ARTICLE 27: DISCIPLINE AND TERMINATION FOR CAUSE**

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

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

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

**ARTICLE 28: GRIEVANCE PROCEDURE**

Definition:

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



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

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

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

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

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

#### **ARTICLE 29: STAND-BY PAY**

1. With the approval of the Town Manager and implementation by the Department Head, certain exempt employees in this Association may be designated to be on "Stand-By Duty", during which times they must be available for immediate communication from their Department and available to report to work upon immediate notice during what would otherwise be their weekend and holiday off-duty hours. Employees who are designated to be on Stand-By Duty shall be compensated at the rate of twenty dollars (\$20.00) per day for their Stand-By Duty days of Saturdays, Sundays and Holidays.

2. For the purpose of this Article, a Stand-By Duty day shall mean twenty-four (24) consecutive hours of duty time on a weekend or Holiday when an employee is not assigned to work pursuant to his/her normal work schedule but instead is on Stand-By Duty. The Stand-By Duty rate shall be paid for all Stand-By Duty days regardless whether the employee on Stand-By Duty is called in and reports to work on such Stand-By Duty days.

*AFSCME Council 93 (LAEA – Town Administrative Personnel)  
July 1, 2020 through June 30, 2025*

---

**ARTICLE 30: FAMILY AND MEDICAL LEAVE**

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

**ARTICLE 31: DURATION OF AGREEMENT**

This agreement shall be in full force and effect on July 1, 2020 at 12:00 AM and shall expire at midnight, June 30, 2025.

**ARTICLE 32: MUTUAL AGREEMENT**

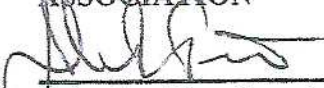
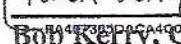
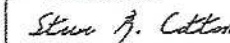
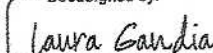
Any article in this agreement may be opened to negotiations upon mutual agreement between the elected representative of the Association and the Town.

**ARTICLE 33: SEVERABILITY**

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

**ASSOCIATION**

**TOWN**

	<u>4/23/2020</u>
John Trotter, Secretary	Date
DocuSigned by: Robert Kerry	4/22/2020
	
Bob Kerry, Chapter Chair	Date
DocuSigned by: Steve Cotton	4/21/2020
	
Steve Cotton, Alternate Steward	Date
DocuSigned by: Laura Gandia	4/21/2020
	
Laura Gandia, Committee Member	Date

DocuSigned by: 	<u>4/21/2020</u>
Kim Sisk	Date
Town Manager	



**APPENDIX A: SALARY SCHEDULE**

*(Based upon a 40-hour work week; part-time positions shall be pro-rated accordingly)*

**Effective 7/01/2020 (to be adjusted by 7/01/2020 COLA):**

	7/1/2020	
	MIN	MAX
Administrative Support Coord/Fleet Manager	70,732.26	90,539.89
Appraiser*	47,055.53	64,832.06
Assessment Technician*	41,971.87	55,340.84
Assistant Assessor*	55,943.79	76,857.36
Assistant Building Inspector*	50,889.29	69,677.67
Assistant Public Works Director	78,159.23	99,025.74
Associate Planner*	50,943.10	74,536.38
Code Enforcement Officer*	47,806.74	67,229.59
Environmental Engineer	70,732.26	90,539.89
GIS Project Mgr/Comprehensive Planner	70,732.26	90,539.89
Permit Technician*	43,641.39	61,405.37
Public Works Administrative Asst.*	43,641.39	61,405.37
Senior Building Inspector*	56,257.50	78,948.72
Town Planner	71,651.60	93,736.45
Training Coordinator*	40,192.23	54,534.05
Public Safety IT Coordinator	54,996.76	76,953.24

\*Non-Exempt

The salary ranges shall be adjusted annually by the COLA as described in Article 14, paragraph 1.2.

**TOWN OF LONDONDERRY  
PERFORMANCE EVALUATION  
LAEA**

**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) **Does Not Meet Minimum Requirements** – 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) **Meets Expectations** – Results show job responsibilities are being performed competently.

6) **Exceeds Expectations** – 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) Does not meet min. requirements

3) Overall improvement needed

4) Specific improvement needed

5) Meets expectations

6) Exceeds expectations

7) Outstanding

**EXEMPT EMPLOYEE  
PERFORMANCE DIMENSIONS**

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 – \_\_\_\_\_



**EXEMPT EMPLOYEE  
PERFORMANCE DIMENSIONS**

**5. MANAGEMENT CONTROL**

Comments: ADM – \_\_\_\_\_

EMP – \_\_\_\_\_

**6. LEADERSHIP**

Comments: ADM – \_\_\_\_\_

EMP – \_\_\_\_\_

**7. INTERPERSONAL SENSITIVITY**

Comments: ADM – \_\_\_\_\_

EMP – \_\_\_\_\_

**8. FLEXIBILITY AND INNOVATION**

Comments: ADM – \_\_\_\_\_

EMP – \_\_\_\_\_

**EXEMPT EMPLOYEE  
PERFORMANCE DIMENSIONS**

**9. HANDLING STRESS**

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

**EMP** \_\_\_\_\_

**10. TECHNICAL KNOWLEDGE**

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

**EMP** \_\_\_\_\_

**II. APPRAISAL OF GOALS & OBJECTIVES** -- The employee and the Employees Department Head or Immediate Supervisor shall list, comment and independently evaluate the progress made on the objectives developed during the previous appraisal process for which the employee was held accountable during this evaluation period.

- Ratings:**
- 1) Not Met - Critical Goal
  - 2) Not Met - Secondary Goal
  - 3) Met
  - 4) Exceeded

		<b>ADM</b>	<b>EMP</b>
1)	_____	_____	_____
		<b>Rating:</b>	
	<b>Comments:</b> _____		
	_____		
	_____		

		<b>ADM</b>	<b>EMP</b>
2)	_____	_____	_____
		<b>Rating:</b>	
	<b>Comments:</b> _____		
	_____		
	_____		



**EXEMPT EMPLOYEE  
PERFORMANCE DIMENSIONS**

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

**Rating:** \_\_\_\_\_

**Comments:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**Rating:** \_\_\_\_\_

**Comments:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**Rating:** \_\_\_\_\_

**Comments:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**Rating:** \_\_\_\_\_

**Comments:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**Rating:** \_\_\_\_\_

**Comments:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8) \_\_\_\_\_  
\_\_\_\_\_

**Rating:** \_\_\_\_\_

**Comments:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**EXEMPT EMPLOYEE  
PERFORMANCE DIMENSIONS**

**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.

---

---

---

---

---

---

**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) 

---

---



**EXEMPT EMPLOYEE  
PERFORMANCE DIMENSIONS**

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

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

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

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

8) \_\_\_\_\_  
\_\_\_\_\_

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

***EXEMPT EMPLOYEE***  
**PERFORMANCE DIMENSIONS**

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.



***EXEMPT EMPLOYEE***  
**PERFORMANCE DIMENSIONS**

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.

***EXEMPT EMPLOYEE***  
**PERFORMANCE DIMENSIONS**

**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.



***NON-EXEMPT EMPLOYEE PERFORMANCE EVALUATION***

This evaluation is to let you know how you have performed on the job in the past twelve months in the judgement of your supervisor. You and your supervisor should discuss, assess and summarize your performance based on objectives, responsibilities and performance factors. You and your supervisor should clarify expectations, set specific objectives and identify action you can take to maintain or increase your effectiveness.

***1. DEPENDABILITY***

Regularly demonstrates the ability to perform the duties/responsibilities of his/her position well with a minimum of supervision; consistently meets deadlines.

- Outstanding ( )
- Exceeds Standards ( )
- Satisfactory Performance ( )
- Needs Improvement ( )
- Unsatisfactory ( )

Comments:

***2. DISCRETION:***

Appropriately exhibits and applies discretion within the parameters of authority established for his/her protection.

- Outstanding ( )
- Exceeds Standards ( )
- Satisfactory Performance ( )
- Needs Improvement ( )
- Unsatisfactory ( )

Comments:

***NON-EXEMPT EMPLOYEE PERFORMANCE EVALUATION***

**3. PUBLIC CONTACT:**

Deals courteously and tactfully with the public and the Town Council; projects a positive image for the Town.

- Outstanding (    )
- Exceeds Standards (    )
- Satisfactory Performance (    )
- Needs Improvement (    )
- Unsatisfactory (    )

Comments:

**4. INITIATIVE:**

Regularly demonstrates the willingness and ability to initiate and expand work assignments; does not wait for direction of supervisor to initiate work.

- Outstanding (    )
- Exceeds Standards (    )
- Satisfactory Performance (    )
- Needs Improvement (    )
- Unsatisfactory (    )

Comments:

**5. COOPERATION:**

Works effectively with supervisors and peers; takes direction well; demonstrates a team orientation.

- Outstanding (    )
- Exceeds Standards (    )
- Satisfactory Performance (    )
- Needs Improvement (    )
- Unsatisfactory (    )

Comments:



***NON-EXEMPT EMPLOYEE PERFORMANCE EVALUATION***

**6. JOB KNOWLEDGE:**

Exhibits an understanding of the theoretical and technical components of his/her job and consistently applies such knowledge.

- Outstanding ( )
- Exceeds Standards ( )
- Satisfactory Performance ( )
- Needs Improvement ( )
- Unsatisfactory ( )

Comments:

**7. PLANNING:**

Effectively plans work; controls workload well.

- Outstanding ( )
- Exceeds Standards ( )
- Satisfactory Performance ( )
- Needs Improvement ( )
- Unsatisfactory ( )

Comments:

**8. SAFETY:**

Complies with all safety policies, practices and procedures; maintains equipment to enhance safety.

- Outstanding ( )
- Exceeds Standards ( )
- Satisfactory Performance ( )
- Needs Improvement ( )
- Unsatisfactory ( )

Comments:

***NON-EXEMPT EMPLOYEE PERFORMANCE EVALUATION***

**9. TECHNICAL PROFICIENCY:**

Consistently applies theoretical and technical knowledge of job (examples include: careful and efficient operation of motorized equipment, power and hand tools; accurate keyboarding, data entry, bookkeeping), balances accuracy with quality.

- Outstanding (    )
- Exceeds Standards (    )
- Satisfactory Performance (    )
- Needs Improvement (    )
- Unsatisfactory (    )

Comments:

**10. DECISION MAKING:**

Makes sound decisions which provide basis for quality service.

- Outstanding (    )
- Exceeds Standards (    )
- Satisfactory Performance (    )
- Needs Improvement (    )
- Unsatisfactory (    )

Comments:

**11. SUPERVISOR'S SUMMARY:**

How does the employee meet the factors established in this evaluation? (Note strengths, weaknesses and summary comments, including specifics for improving areas of weakness). Attach additional sheets if needed.

Comments:

SUPERVISOR'S SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_



**NON-EXEMPT EMPLOYEE PERFORMANCE EVALUATION**

**EMPLOYEE'S COMMENTS:**

I have met with the Employee's 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:** \_\_\_\_\_

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

