

AGREEMENT BETWEEN THE

***TOWN OF
LONDONDERRY***

and the

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

***~ ~ COUNCIL 93 ~ ~
(L.A.E.A. – Public Safety)***

For the Period

JULY 1, 2020 through JUNE 30, 2025

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ARTICLE 1: PARTIES TO THE AGREEMENT

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

ARTICLE 2: PURPOSE

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

ARTICLE 3: RECOGNITION

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

Police Captains*	Fire Battalion Chief
Police Lieutenants	Fire Marshal and/or Division Chief of Fire Prevention
Police Exec. Secretary	Fire Exec. Secretary
Police Administrative Secretary	Battalion Chief of Operations**

The titles of Fire Captain and Battalion Chief shall be considered the same classification for the purposes of wage comparability.

*The Londonderry Police Department Police Chief may wholly at his/her discretion, and with the approval of the Town Manager, designate a Captain to serve as Deputy Chief of Police. While the designee shall continue to hold the rank of Captain for all other purposes of this Agreement (except as to the stipend compensation, as set forth herein), his or her title, badge number and designation of rank shall change to Deputy Chief of Police, and he/she shall be assigned badge number A-2 (Adam 2), which badge number shall remain unassigned when there is no appointed Deputy Chief. The Deputy Chief shall wear a gold oak leaf for his or her assigned designation of rank. He/she shall be paid a stipend of five thousand dollars (\$5,000) paid annually in a lump sum during the month of January, which shall not constitute an increase to any current budget line in the police budget, but rather should a Police Chief make this designation, the Police Chief must make that lump sum expenditure from existing funds.

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

ARTICLE 4: DEFINITIONS

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

2. ANNIVERSARY DATE: An employee’s anniversary date is defined as the date when the employee entered the full-time service of the Town as provided on the Town’s personnel record.
3. ASSOCIATION: Hereinafter refers to the AFSME Council 93 (LAEA – Public Safety)
4. DEPARTMENT: A functional division of the Town.
5. EMPLOYEE: Hereinafter used, refers to members of the Association.
6. PROBATIONARY EMPLOYEE: A newly hired employee working during an identified period whose ability to perform the responsibilities of his/her newly appointed position employees.
7. PROBATIONARY PERIOD: A probation period shall be six (6) months and may be extended for an additional six (6) months by the employee’s department head from the date of appointment to a position.
8. FULL TIME: Employees who have successfully completed a probationary period and are assigned to a weekly work schedule of forty (40) or more hours.
9. REGULAR PART-TIME: Employees who have successfully completed a probationary period and are assigned to a regular workweek less than forty (40) hours herein.
10. SENIORITY: The length of full-time service with the Town, beginning with the employee’s anniversary date.
11. SENIORITY BY RANK/POSITION: Shall be determined by the employee’s date of promotion and/or assignment to his/her current duties for the purposes of determining seniority and/or assignment to his/her current rank for the purposes of determining the senior ranking employee.

ARTICLE 5: NON-DISCRIMINATION

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

ARTICLE 6: MANAGEMENT RIGHTS

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

ARTICLE 7: ASSOCIATION OFFICERS

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

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

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

ARTICLE 8: MEMBERSHIP

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

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

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

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

ARTICLE 9: NO STRIKE

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

ARTICLE 10: PROMOTIONAL PROBATIONARY PERIOD

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

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

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

ARTICLE 11: LAYOFF/RECALL

1. When it is necessary to reduce the number of employees within a department, layoffs will be made within the overall affected department(s) on the basis of seniority by rank/position; 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 their range and/or classification or to positions for which they are otherwise qualified.
3. In the event a laid-off employee is recalled to full-time employment, such employee’s seniority shall be reinstated to his/her seniority acquired as of the date of lay-off. Any benefits paid at the time of lay-off shall not be paid again. The reinstated employee shall be placed at the step in the appropriate salary range closest to his/her salary at the time of lay-off.

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

ARTICLE 12: SCHEDULED WORK WEEK AND HOURS

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

<u>Position</u>	<u>Dept.</u>	<u>Schedule</u>	<u>Hours/Week</u>
Police Captain	Police	M-F 8:00 AM - 4:00 PM	40
Police Lieutenants*	Police	S-S 12 Week Rotating Schedule	40
Police Executive Secretary*	Police	M-F 8:30 AM - 5:00 PM	40
Police Administrative Secretary*	Police	M-F 8:30 AM - 5:00 PM	40
Fire Battalion Chief*	Fire	Metro 24 on/24 off/24 on/120 off	42
Fire Battalion Chief of Operations*	Fire	M-F 8:00 AM - 4:30 PM	42
Fire Marshal/Division Chief of Fire Prevention*	Fire	M-F 8:00 AM - 4:00 PM	40
Fire Executive Secretary*	Fire	M-F 8:30 AM - 5:00 PM	40

* Non-Exempt Employees

2. The Association recognizes that the workweek and hours of the employees of the Police and Fire Departments must be flexible in order to meet the operational requirements of their respective Departments. Accordingly, the Department Head and any member who works a weekday schedule may mutually agree to a schedule which differs from the normal work schedule set forth in paragraph 1. of this Article.
3. Non-exempt employees shall be granted a one-half hour lunch break each workday and two fifteen-minute rest breaks each working day.

4. Police Administrative personnel shall have a normal workweek of five (5) eight-hour days, followed by two (2) days of rest which might not be consecutive, depending on the emergency needs of the Department.
5. Non-exempt employees required to attend meetings, hearings, or another Town activity or who are otherwise required to work in excess of the normal work schedule due to operational requirements of their Department, shall be compensated in wages at a rate of one and one-half times for such extra hours worked, or subject to the mutual agreement of the Department Head and the employee, be granted compensatory time at the rate of time and one-half times.
6. Exempt employees required to attend committee or Council meetings, hearings or another Town activity in excess of their normal work schedule shall be permitted to accrue administrative time off (“Admin Time”) in an amount equivalent to the time spent in such meetings, hearings or other Town activities, up to a maximum of forty (40) hours of Admin Time per fiscal year. Except for emergency situations, Admin Time shall be scheduled subject to needs of the Department with forty-eight (48) hours advance notice. Employees may exercise the option to cash out a maximum of forty (40) hours of Admin Time per fiscal year during the last pay period in June. Admin Time may not be carried over from one fiscal year to another, and any Admin Time balance remaining at the end of a fiscal year will re-set to zero (0) as of July 1.
7. Non-exempt employees who return to work prior to the next normal shift for attendance at Board or Commission meetings, for which the employee’s job description requires their attendance, shall be compensated for the actual hours worked, or, if the meeting’s duration is less than three (3) hours, the employee may perform meeting-related duties after the meeting. The amount of time worked under these circumstances, including the meeting, shall not exceed a total of three (3) hours. Employees shall be compensated at the rate of time and one-half for all time actually worked.
8. Non-exempt employees required to attend court during their off-duty hours shall be paid a minimum of three (3) hours at time and one-half at that employee’s regular hourly rate, less the witness fee received by such employees, or compensatory time at the rate of one and one-half the time spent in court inclusive of the statutory witness fee.
9. Fire Battalion Chiefs/Fire Marshal/Division Chief of Fire Prevention who work Shift Details shall, for each hour of scheduled special Shift Detail, be paid at the rate of time and one-half of the employee’s regular rate of pay. For the purposes of this Agreement, “Shift Details” are defined as those worked by Public Safety employees who are called to work an unscheduled shift.
10. Police Lieutenants and Police Captains scheduled for Shift Details shall be paid at the rate of time and one-half of the employee’s regular rate of pay. Scheduled Shift Details shall be offered on a rotation list of Police Lieutenants followed by Police Captains on a seniority basis within their respective grades. The list, once started, shall continue ad infinitum, for the balance of this contract. The determination of the need for and scheduling of special Shift Details shall be at the sole discretion of the Chief of Police or his designee, as the needs of the agency require.
11. Fire Battalion Chief Shifts will be covered by the Battalion Chief of Operations or shift Battalion Chiefs according to the terms set forth in this paragraph. The Battalion Chief of Operations will cover open shifts of absent shift Battalion Chiefs Monday through Friday during the Battalion Chief of Operations’ normal scheduled duty hours, and such hours shall not constitute overtime given they occur during the normal scheduled duty hours of the Battalion Chief of Operations. In the event the Battalion Chief of Operations is not available during their normal hours, a shift Battalion Chief will be hired to cover the time of an absent shift Battalion Chief, with the following exceptions: the Battalion Chief of Operations shall be eligible to cover, as

overtime, the hours of an absent shift Battalion Chief which occur: (1) between the end of the Battalion Chief of Operations' normally scheduled workday on Fridays through 8:00 PM on Sundays, or on a holiday (as those holidays are specified in Article 15) through 8:00 PM on such holiday; and/or (2) during extenuating circumstances if ordered by, and in the sole discretion of, the Fire Chief. All Battalion Chiefs, including the Battalion Chief of Operations, will be on one overtime list. Any open shift will be offered as overtime to the Battalion Chief (including the Battalion Chief of Operations, assuming eligibility under the parameters set forth in this paragraph) by seniority with the lowest amount of hours until filled. The list will reset to zero on January 1st of each year. Any new shift Battalion Chief promoted into the unit will carry their total overtime hours from their previous collective bargaining unit to avoid having that person start with zero (0) hours. At no time will a shift Battalion Chief be hired to cover the Battalion Chief of Operations' position should the Battalion Chief of Operations be absent.

ARTICLE 13: RECRUITMENT/PROMOTIONS

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

ARTICLE 14: COMPENSATION AND PERFORMANCE BASED PAY PLAN

1. The Salary and Wage Schedule effective July 1, 2020 shall be as provided in Appendix A, and the salary ranges therein shall be increased by 2.0% in each successive fiscal year of this Agreement.
2. As to cost-of-living increases:
 - 2.1 Effective July 1, 2020 there shall be no cost of living increase for members of the unit for FY21.
 - 2.2 Effective July 1, 2021 (FY22) 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 greater than two percent (2.0%) and if the adjustment would be negative, no such adjustment shall occur.
3. Starting salaries may vary according to the credit given by the Town for relevant training, education and experience in excess of the minimum normally required for employment in each class and rank as determined by the functional Department Head and/or the employee's Department Head or immediate supervisor.
4. **PERFORMANCE PAY PLAN**

4.1 Plan Administration:

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

* Evaluations under this paragraph shall be completed in writing using the applicable merit system performance evaluation form provided in Appendix B.

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

- Evaluations shall be completed by the supervisor or manager in a narrative format. Appendix B need not be used as the supervisor or manager will be writing a narrative type report.
- Performance Dimensions that should be considered within the narratives include the following: Communications, Problem Solving, Decision Making, Planning and Organization, Management Control, Leadership, Interpersonal Sensitivity, Flexibility and Innovation, Handling Stress and Technical Knowledge.
- The following 1 through 5 sections shall be covered to make a completed evaluation:
 1. A paragraph documenting the Employee's performance since his/her last evaluation.
 2. A paragraph commenting on the previous year's goals.
 3. A paragraph listing future goals.
 4. If necessary a paragraph addressing any deficiencies and the process to correct them.
 5. At the end of the evaluation the evaluation author shall rate the employee as in section 4.2 of this Article titled Evaluation Classification Levels and the appropriate overall rating shall be the basis for any Merit due.

4.1.c Interim evaluations may be conducted at any time during the evaluation year as necessary due to unsatisfactory or substandard job performance, as evidenced by a "Does Not Meet Minimum Requirements" ranking. All such cases must be documented, including identification of the performance deficiency, a specific plan and timetable for achievement of a rating of at least "Meets Expectations" and a statement of disciplinary action imposed, if any.

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

4.2 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%

4.3 Evaluation Conditions:

4.3.a For non-exempt employees: 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.

For exempt employees: To achieve an overall evaluation result an employee must be granted the overall rating by his/her supervisor and the rating must be backed up by documentation within the narrative form evaluation, as outlined in section 4.1b. of this Article.

- 4.3.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.
- 4.3.c Each category rating must be supported by specific details.
- 4.3.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.

- 4.3.e Each category rating of “Does Not Meet Minimum Standards” must be supported by specific details and plan and timetable, 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.
- 4.3.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 timetable 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 time table will result in additional disciplinary action up to and including termination.
- 4.3.g In the year that an employee achieves the maximum wage/salary rate for his/her classification, such employee shall receive any differential “between his/her evaluation results” and the maximum wage/salary for his/her classification in a lump sum award on a pro-rata basis, in accordance with the “over classification max rate.” Thereafter, an employee will be eligible for a lump sum award annually, as provided in 4.1a and in 4.2 above, for his/her “evaluation results.”
- 4.3.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 Day	Day After Thanksgiving Day
Memorial Day	½ Day on December 24
Independence Day	Christmas Day
Labor Day	½ Day on December 31
Columbus Day	Floating Holiday*
Veteran’s Day	

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

2.a If a non-exempt employee is required to work due to operational requirements on a holiday which is his/her scheduled day off, the employee shall be compensated with compensatory time off or pay, at the rate of one and one-half times his or her base hourly rate for all hours worked that day.

2.b Fire Battalion Chiefs shall be paid eight (8) hours holiday pay if they are not scheduled to work the holiday, or 12 hours holiday pay if they are scheduled to work the holiday, except for December 24 or 31, whereby Fire Battalion Chiefs shall be paid six (6) hours holiday pay if they are scheduled to work the holiday, or four (4) hours holiday pay if they are not scheduled to work. The Battalion Chief of Operations will not

receive holiday pay and will instead receive the day off on the day recognized by the Town as the holiday. If an exempt employee is required to work on a holiday, due to operational requirements of the Department, the employee shall be granted compensatory time off.

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

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

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

ARTICLE 16: VACATIONS

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

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

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

1.2 Fire Battalion Chiefs:

- 1.2.a A Fire Battalion Chief, upon hire, is entitled to 105 hours of vacation leave per calendar year, accrued at the rate of 8.75 hours per month.
- 1.2.b A Fire Battalion Chief, upon completion of his/her sixth year of service, is entitled to 147 hours of vacation leave per calendar year, accrued at the rate of 12.25 hours per month.
- 1.2.c A Fire Battalion Chief, upon completion of his/her twelfth year of service, is entitled to 210 hours of vacation leave per calendar year, accrued at the rate of 17.5 hours per month.
- 1.2.d The Fire Marshal/Division Chief of Fire Prevention may request up to three (3) days of consecutive vacation with prior notice of twenty-four (24) hours. More than three (3) consecutive days will require one (1) week notice.
- 1.2.e Fire Battalion Chiefs requesting one (1) shift of vacation must give twenty four (24) hours' notice. Fire Battalion Chiefs requesting two (2) or more consecutive shifts of vacation require one (1) week notice.
- 1.2.f All vacations must be approved by the Fire Chief or his designee and such decisions are not grievable.
- 1.2.g Upon the death of a Fire Battalion Chief who was eligible for vacation, payment shall be made to said Fire Battalion Chief's survivors or estate for the vacation credits earned in the year prior to the employee's death but which had not been used in addition to the portion of the vacation credit earned but not used in the year during which Fire Battalion Chief died.

2. A newly hired (as opposed to newly promoted into the unit) employee will not be permitted to schedule vacation during his/her six (6) month Probationary Period and will not be eligible to any vacation accrual payout upon separation if employment is terminated during the Probationary Period. Upon the successful completion of probation, the employee may, with the Department Head's approval, use up to five (5) working days (or shifts) of the first year's vacation accrual.

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

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

5. In instances of conflict in scheduling vacations, the rule of departmental seniority within the bargaining unit shall govern. The number of persons who may take a vacation at any one time shall be determined at the sole discretion of the Department Head.

6. When a non-probationary (i.e., non-newly hired) employee terminates his/her employment with the Town for any reason other than cause, he/she shall be compensated for 100% of all accrued vacation, provided that the employee has given at least two (2) weeks' advance notice of his/her intent to terminate employment with the Town.

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

8. During the month of December, an employee may elect to receive a cash payment of up to five (5) vacation days (“Vacation Cash Out”), with said vacation days to be earned during the following calendar year (the “Accrual Year”). Said Vacation Cash Out election shall be irrevocable and will be paid in the pay period which contains December 1 of the Accrual Year, assuming said employee was still employed by the Town as of December 1 of the Accrual Year and assuming said employee has the requisite number of days he/she elected for Cash Out on the books as of December 1 of the Accrual Year.

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

ARTICLE 17: SICK LEAVE

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

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

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

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

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

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

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

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

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

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

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

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

7. Any non-work-related accident or illness in excess of fifteen (15) consecutive calendar days shall be treated in accordance with ARTICLE 22 - INSURANCE, Section 4 - Short Term Disability; however, an employee may elect to use accrued sick time to supplement any STD payments to maintain his/her full wages during the term of disability until all such accrued sick leave has been exhausted. If the absence is for a qualifying reason under the Family Medical Leave Act (FMLA), the provisions of the Town's FMLA policy shall control.

8. Employees who are re-employed following an absence of not more than one year shall be credited with their remaining unused sick leave, exclusive of payment made in accordance with Section 4 of this ARTICLE, as of their termination date provided that the absence was due to an involuntary layoff.

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

10. Regular Part-Time employees shall be eligible for provisions of this Article on a pro-rata basis.

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

ARTICLE 18: PERSONAL LEAVE

1. Employees who have completed their probation may apply for and be granted an unpaid leave of absence for personal reasons. Such leave shall be requested in writing through the appropriate channels to the Department Head. The Department Head shall submit a recommendation to the Town Manager whose decision shall be final and binding.
2. When unpaid leaves of absence exceed sixty (60) days, seniority will cease to accumulate for the additional leave period beyond sixty (60) days.
3. Any employee who accepts employment or conducts a business during a leave of absence shall be immediately terminated unless such activities had been previously approved by the Department Head.
4. Employees shall be granted one (1) paid personal day per fiscal year at their standard daily rate. Scheduling shall be with the approval of the Department Head and may be taken in one-half (½) day increments. There shall be no carry-over of personal days from one fiscal year to the next, and any unused personal day shall not be paid upon separation, regardless whether the separation is voluntary or involuntary

ARTICLE 19: BEREAVEMENT LEAVE

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

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

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

ARTICLE 20: MILITARY LEAVE

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

ARTICLE 21: JURY DUTY

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

ARTICLE 22: INSURANCE

- 1.A. Effective July 1, 2020, the Town shall contribute towards the cost of health insurance selected by the eligible Full-Time employee as follows: 100% of the premium for Lumenos - High-Deductible Health Plan for single, two-person or family coverage. In the event an employee opts for the Blue Choice (POS) Plan, the employee will pay the additional premium cost over and above 100% of the premium cost of the Lumenos plan. In the event an employee opts for the Access Blue (HMO) Plan, the Town will contribute 80% of the Access Blue premium for single, two-person or family coverage; the employee will pay the remaining 20% of said premium.
- 1.B. For employees who opt to participate in the Lumenos plan and who are eligible to contribute to an HSA, the Town will contribute, during the first full pay period of July of each fiscal year, the following amounts to the employee’s Health Savings Account:

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

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

1. C. Subject to the provisions of paragraphs 1.E and 1.F below, the Town shall offer Members who opt out of the Town’s health insurance plan a buyout of health insurance premiums of \$10,000.00 per year (\$833.33 per monthly payment) for the family plan, \$7,600.00 (\$633.33 per monthly payment) for the 2-person plan, and \$4,000.00 (\$333.33 per monthly payment) for the single person plan for all Members hired prior to 7/1/17 who currently receive health insurance from the Town.

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

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

- 1.D Subject to the provisions of paragraphs 1.E and 1.F below, members hired after 7/1/17 and current members already opting out of health insurance from the Town shall receive a buyout rate of \$3,500 per year (\$291.67 per month). Buyout payments shall be divided into equal installments and paid in such installments during each regular pay period. In order to opt out of Town-sponsored health insurance, an employee must attest, during open enrollment, to having other insurance coverage for themselves and their covered tax dependents which meets the minimum essential coverage requirements under the Affordable Care Act.
- 1.E. If a Full-Time employee in this Association is married to another Full-Time employee of the Town on or after June 30, 2020, the employee with the lower applicable opt-out payment shall receive the opt-out payment.
- 1.F. For employee spouses hired on or after July 1, 2020, there shall be no opt-out payment provided to the spouse who is not the primary insurance holder.
2. Dental Insurance: The Town agrees to provide, at no cost to employees, dental insurance through Northeast Delta Dental, Option III (or comparable coverage mutually agreed upon), Coverage A - 100%, Coverage B - 80%, Coverage C - 50%, with \$25/\$75 deductible and \$1,000 maximum per year or equal coverage for single, two-person, or family membership.
3. Life Insurance and Disability: The Town shall provide, at no expense to employees, life insurance equal to one (1) year's salary up to a maximum of \$100,000, with benefits for dismemberment.
4. Short and Long Term Disability:
- 4.1 The Town shall provide, at no expense to employees, short-term disability insurance covering non-work related accidents and illness to commence on the sixteenth (16th) day of such illness or accident with a maximum benefit period of twenty-six (26) weeks at 66 2/3% of the employee's basic weekly earnings to a weekly maximum benefit of seven hundred fifty dollars (\$750).
- 4.2 The Town shall provide, at no expense to employees, long term disability insurance covering non-work related accidents or illness to commence after the twenty-sixth (26) week of such accident or illness at 66 2/3% of the employee's basic monthly earnings, up to a monthly maximum benefit of \$6,000.00.
5. Indemnification of Association Members:
- The Town shall indemnify and save harmless any employee covered by this Agreement and acting within the scope of his/her employment and authority from personal financial loss and expense including reasonable legal fees and costs, if any, arising out of any claim, demand, suit or judgment by reasons of: (a) Negligence of other act resulting in accidental injury to a person or accidental damage to or destruction of property, and (b) Any act or omission constituting a violation of civil rights of any person under Federal Law if such act or omission was not committed with malice. The Town shall supply the employee with counsel or, if there is a legal conflict of interest, pay his or her reasonable attorney's fees. The operation of this paragraph is contingent upon the employee's cooperation with the Town in the defense of any action brought against the employee and/or the Town.
6. Flexible Benefit Plan:

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

7. 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 in the Town's opinion that financial or service considerations make such a change, advisable, providing such change shall not increase cost to the employee by means of deductibles, co-payments and that the overall benefits structure shall be comparable to the plan replaced, except as otherwise provided for in this Article.

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

ARTICLE 23: WORKERS' COMPENSATION

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

2. If an employee is denied benefits, he/she must repay the Town for all compensation received by virtue of payments provided under Paragraph 1, and repayment shall be made in accordance with applicable law.

ARTICLE 24: CLOTHING

1. If Association members are required to wear a uniform, the Town will provide the initial uniform issue to those employees. The uniform shall be specified by the Department Head, who shall maintain a list of approved uniform clothing items.

2. Employees required to wear a uniform shall receive an annual uniform allowance of eight hundred dollars (\$800.00) per year for the purposes of purchasing and maintaining required uniforms. Civilian employees not required to wear an official uniform shall receive an annual clothing allowance of three hundred fifty dollars (\$350.00) per year for the purposes of purchasing and maintaining occasional-wear official department clothing. All such clothing allowances shall be paid in the second pay period of July as a lump sum through payroll and are subject to applicable taxes and withholding. Employees with less than one (1) year of

services shall receive the aforementioned uniform allowance on a pro-rata basis. The parties agree, as a material term of this Agreement, that the member is fully responsible for his/her uniform and its appearance..

ARTICLE 25: EDUCATIONAL INCENTIVE

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

ARTICLE 26: CERTIFICATION INCENTIVES

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

Firefighter - Level 1	\$100 Annually	EMT	\$500 Annually
Firefighter - Level 2	\$200 Annually	EMT D	\$250 Annually
Firefighter - Level 3	\$300 Annually	EMT I	\$250 Annually
Driver/Pump Operator	\$200 Annually		
Fire Officer 1	\$500 Annually		
Fire Officer 2	\$500 Annually		
Career Level	\$100 Annually		
Instructor	\$200 Annually		

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

EMT D	\$250 annually
EMT I	\$250 annually

Firefighter - Level 3	\$300 annually
Driver/Pump operator	\$200 annually
Fire Officer 1	\$500 annually
Fire Officer 2	\$500 annually
Instructor	\$200 annually

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

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

ARTICLE 27: OUTSIDE WORK DETAILS

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

ARTICLE 28: DISCIPLINE AND TERMINATION FOR CAUSE

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

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

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

ARTICLE 29: GRIEVANCE PROCEDURE

1. Definition

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

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

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

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

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

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

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

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

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

ARTICLE 30: FAMILY AND MEDICAL LEAVE

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

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

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

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

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July 1, 2020 through June 30, 2025

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

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

ARTICLE 32: DURATION OF AGREEMENT

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

ARTICLE 33: MUTUAL AGREEMENT

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

ARTICLE 34: SEVERABILITY

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

ASSOCIATION

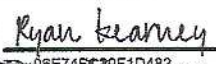
TOWN

DocuSigned by:

4/22/2020
Michael McQuillen, President Date

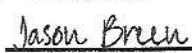
DocuSigned by:

4/22/2020
Kevin Smith, Town Manager Date

DocuSigned by:

4/23/2020
Ryan Kearney, Chapter Chair Date

DocuSigned by:

4/22/2020
Brian Johnson, Steward Date

DocuSigned by:

4/23/2020
Jason Breen, Alternate Steward Date

**APPENDIX A: LAEA – PUBLIC SAFETY
SALARY & WAGE SCHEDULE**

Effective 7/1/20 (inclusive of 2.0% salary range increase):

	7/1/2020	
	MIN	MAX
Exec Secretary - Police/Fire	\$42,448.32	\$63,141.88
Fire Battalion Chief	\$81,309.76	\$95,508.72
Fire Marshall/Div. Chief of Fire Protection	\$76,406.98	\$92,743.21
Police Admin Secretary	\$37,743.98	\$58,510.76
Police Captain	\$82,243.62	\$116,732.88
Police Lieutenant	\$73,753.96	\$105,590.20

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

The salary ranges herein shall be increased by 2.0% of each successive fiscal year over the life of this Agreement.

APPENDIX B

TOWN OF LONDONDERRY EMPLOYEE PERFORMANCE EVALUATION LAEA – PUBLIC SAFETY

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 are attached to this evaluation.

- | | | |
|-----------------|------------------------------------|-------------------------|
| Ratings: | 1) Does not Apply | 5) Meets expectations |
| | 2) Does not meet min. requirements | 6) Exceeds expectations |
| | 3) Overall improvement needed | 7) Outstanding |
| | 4) Specific improvement needed | |

**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

		ADM	EMP
1)	_____	_____	_____

Rating:

Comments: _____

		ADM	EMP
2)	_____	_____	_____

Rating:

Comments: _____

**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) _____

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

**TOWN OF LONDONDERRY
PERFORMANCE EVALUATION
LAEA – PUBLIC SAFETY**

Employee: _____

Date of Hire: _____

Title: _____

Anniversary Date: _____

Appraisal Period From: _____

To: _____

Date of Appraisal: _____

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:** _____