

**AGREEMENT**

**BETWEEN**

**TOWN OF LONDONDERRY**

**and**

**AMERICAN FEDERATION OF STATE,**

**COUNTY AND MUNICIPAL**

**EMPLOYEES**

**~~ LOCAL 1801 ~~**

**JULY 1, 2009 through JUNE 30, 2012**

**TABLE OF CONTENTS**

<b>AGREEMENT</b>	<b>.....1</b>
<b>WITNESSETH</b>	<b>.....1</b>
<b>ARTICLE I</b>	<b>RECOGNITION .....2</b>
<b>ARTICLE II</b>	<b>NONDISCRIMINATION .....2</b>
<b>ARTICLE III</b>	<b>MANAGEMENT RIGHTS.....2</b>
<b>ARTICLE IV</b>	<b>DEFINITIONS .....2</b>
<b>ARTICLE V</b>	<b>WAGES AND HOURS.....3</b>
<b>ARTICLE VI</b>	<b>HOLIDAYS .....5</b>
<b>ARTICLE VII</b>	<b>PROMOTIONS AND TRANSFERS .....6</b>
<b>ARTICLE VIII</b>	<b>VACATIONS.....6</b>
<b>ARTICLE IX</b>	<b>SICK LEAVE.....7</b>
<b>ARTICLE X</b>	<b>PERSONAL DAYS.....8</b>
<b>ARTICLE XI</b>	<b>MILITARY LEAVE.....9</b>
<b>ARTICLE XII</b>	<b>JURY DUTY.....9</b>
<b>ARTICLE XIII</b>	<b>DISCIPLINARY PROCEDURES.....9</b>
<b>ARTICLE XIV</b>	<b>GRIEVANCE PROCEDURE.....10</b>
<b>ARTICLE XV</b>	<b>UNIFORMS.....11</b>
<b>ARTICLE XVI</b>	<b>SAFETY .....11</b>
<b>ARTICLE XVII</b>	<b>BEREAVEMENT LEAVE .....12</b>
<b>ARTICLE XVIII</b>	<b>RATINGS .....12</b>
<b>ARTICLE XIX</b>	<b>WORKERS' COMPENSATION .....12</b>

<b>ARTICLE XX</b>	<b>INSURANCE.....</b>	<b>12</b>
<b>ARTICLE XXI</b>	<b>WAGES.....</b>	<b>14</b>
<b>ARTICLE XXII</b>	<b>LONGEVITY .....</b>	<b>14</b>
<b>ARTICLE XXIII</b>	<b>MATERNITY LEAVE.....</b>	<b>14</b>
<b>ARTICLE XXIV</b>	<b>BULLETIN BOARDS .....</b>	<b>14</b>
<b>ARTICLE XXV</b>	<b>UNION BUSINESS.....</b>	<b>14</b>
<b>ARTICLE XXVI</b>	<b>SENIORITY .....</b>	<b>15</b>
<b>ARTICLE XXVII</b>	<b>AGENCY SHOP .....</b>	<b>16</b>
<b>ARTICLE XXVIII</b>	<b>PAYROLL DEDUCTION OF DUES .....</b>	<b>16</b>
<b>ARTICLE XXIX</b>	<b>FAMILY AND MEDICAL LEAVE.....</b>	<b>16</b>
<b>ARTICLE XXX</b>	<b>EDUCATION INCENTIVE .....</b>	<b>19</b>
<b>ARTICLE XXXI</b>	<b>NO STRIKE AGREEMENT .....</b>	<b>19</b>
<b>ARTICLE XXXII</b>	<b>TERMINATION.....</b>	<b>19</b>
<b>ARTICLE XXXIII</b>	<b>DURATION OF THE AGREEMENT .....</b>	<b>20</b>
<b>APPENDIX A</b>	<b>WAGE SCALE.....</b>	<b>22</b>
<b>APPENDIX B</b>	<b>WAGE SCALE.....</b>	<b>23</b>



## **AGREEMENT**

**THIS AGREEMENT** is made and entered into by the Town of Londonderry (hereinafter called the Town) and Local 1801 of the American Federation of State, County and Municipal Employees (hereinafter called the Union) representing the unit employees as per PELRB Certification, Case No. A-0563 except as modified by mutual agreement of the parties through petition to the PELRB for unit modification and provided in ARTICLE I - RECOGNITION, Section 2 of this Agreement.

## **WITNESSETH**

**WHEREAS**, the Union is certified by the New Hampshire Public Employee Labor Relations Board as the exclusive representative of the unit employees of the Town.

**NOW, THEREFORE**, the parties hereto contract and agree with each other as a result of collective bargaining as follows:

The Union represents all unit employees for the purpose of bargaining with respect to wages, hours and other conditions of employment as defined by statute RSA 273:A-1(XI).

## **ARTICLE I**

### **RECOGNITION**

Section 1 Whenever used in this Agreement, the word “employees” shall refer only to a person or persons actively and regularly engaged in the Department’s work or enrolled on the regular payroll of the Town.

Section 2 The Town hereby recognizes that the Union is the sole and exclusive representative of all employees who are part of the recognized bargaining unit as follows:

Department Secretary	Custodian
Deputy Tax Collector	Truck Driver / Laborer
Deputy Town Clerk	Equipment Operator
Clerk’s Assistant	Mechanic / Equipment Operator
Secretary / Receptionist	Assistant Foreman
Clerk Typist	Foreman
Accounts Payable Clerk	Payroll Clerk/Office Assistant
Deputy Town Clerk/Tax Collector	

## **ARTICLE II**

### **NONDISCRIMINATION**

Section 1 The Town agrees that there shall be no discrimination, harassment, interference, restraint, or coercion by the Town or any of its authorized agents against any employee because of his or her membership in the Union or because of presenting a grievance or against any employee who may represent others in the discharge of his or her duties as a member of any committee of the Union.

Section 2 The Town and the Union agree they shall not unlawfully discriminate against any employee because of such employee’s race, color, religion, sex, age, marital status, sexual orientation, or national origin or because he/she is handicapped, a disabled veteran, a veteran of the Vietnam era or political affiliation.

## **ARTICLE III**

### **MANAGEMENT RIGHTS**

Section 1 The direction of Departments operations and the determination of the methods and the means by which such operations are to be conducted shall be the function of the Board and Management. All rights and responsibilities not specifically modified by this agreement shall remain the function of Management and the Board and in accordance with the provisions of RSA 273:A1:XI.

Section 2 It shall be the right of the Union, however, to present and process grievances of its members whose wages, working conditions or status of employment are changed as a result of Management’s exercising the above mentioned rights, whenever such grievances exist.

## **ARTICLE IV**

### **DEFINITIONS**

Section 1 Probation

A probationary period must apply to all employees during the first six (6) months of the date of their original employment and from the date of promotion. Upon successful completion of probation, the Employee shall receive regular appointment to their designated position or classification. During the probationary period, a new employee may be dismissed for any cause at the sole discretion of the Department Head.

Section 2      Regular Full-Time Employees

Employees who have successfully completed a probationary period and who are assigned to a regular workweek of at least thirty-five (35) hours.

Section 3      Regular Part-Time Employees

Employees who have successfully completed a probationary period and are assigned to a regular workweek of at least twenty (20) hours and less than thirty five (35) hours. Except as otherwise provided in this Agreement benefits for regular part-time employees will be on a pro-rata basis in accordance with the employee's regular work schedule and regular rate of pay.

Section 4      Part-Time Employees

Employees who are assigned to a workweek of twenty hours or less. Part-time employees are not eligible to receive any benefits.

Section 5      Temporary Employees

Employees who are employed for a predetermined length of time not to exceed one (1) year, or are otherwise not intended to fill positions permanently. Unless specifically noted, temporary employees are exempt from the provisions of this Agreement.

**ARTICLE V**

**WAGES AND HOURS**

Section 1      The normal workweek shall, except as otherwise provided in Sections 1.b, 1.c, and 1.d of this Article, be as follows:

<u>Position</u>	<u>Workweek</u>	<u>Hrs/week</u>	<u>Daily Schedule</u>
Dept. Secretary	Mon-Fri	40	8:30a.m. - 5:00p.m.
Clrk Typ	Mon-Fri	40	8:30a.m. - 5:00p.m.
Deputy Tw'n Clerk	Mon-Fri	40	8:30a.m. - 5:00p.m.
Depty Tax Coll	Mon-Fri	40	8:30a.m. - 5:00p.m.
Clerk's Asst.	Mon-Fri	40	8:30a.m. - 5:00p.m.
Custodian	Mon-Fri	40	5:30a.m. - 2:00p.m.
Custodian	Mon-Fri	30	4:00p.m. - 10:00p.m.
Tr Dr / Laborer	Mon-Fri	45	7:00a.m. - 4:30p.m.
Foreman	Mon-Fri	45	7:00a.m. - 4:30p.m.
Asst. Foreman	Mon-Fri	45	7:00a.m. - 4:30p.m.
Equip Op	Mon-Fri	45	7:00a.m. - 4:30p.m.
Mech / Equip Op	Mon-Fri	45	7:00a.m. - 4:30p.m.
Accounts Payable Clerk	Mon-Fri	40	8:30a.m. - 5:00p.m.
Payroll Clerk/Office Asst	Mon-Fri	40	8:30a.m. - 5:00p.m.
Deputy Town Clerk/Tax Coll	Mon-Fri	40	8:30a.m. - 5:00p.m.

Section 1.a      Highway Department employees shall be compensated for forty (40) hours at straight time pay and five (5) hours at time and one half.

Section 1.b      From the period mid-April through mid-November the least senior Laborer/Truck Driver of the Highway Department shall be assigned a daily schedule of Tuesday through Saturday for manning of the stump dump facility.

Section 2      Overtime

Section 2.a      All time worked in excess of eight (8) hours in any one (1) day or forty (40) hours in any one (1) week shall be paid at the rate of time and one-half. Paid leave occurring during the week shall be counted as hours worked for the purpose of determining the forty (40) straight time hours.

Section 2.b      Employees in the AFSCME bargaining unit shall be paid double time for all work performed in excess of sixteen (16) consecutive hours as a result of snow or other major emergencies as determined by the departments involved.

Section 2.c      When an employee is relieved from duty by the Director of Public Works, or his/her designee, because of long hours of work or exhaustion as the result of Town emergencies, said employee will not be required to return to work before six (6) hours have expired. If called back for emergency work in less than six (6) hours, an employee will be paid at time and one-half pay until his/her regular shift commences.

Section 2.d      Overtime will be offered on a rotating basis to those qualified in work normally assigned on the basis of seniority so that overtime may be distributed as equally as possible. In maintaining the overtime list employees who refuse or are not available shall be charged with the hours they would have otherwise been eligible for.

Section 3      Temporary Employees

No temporary or part-time employees shall be assigned overtime work until all regular employees have had the opportunity for such assignment and have turned it down.

Section 4      Call Back

Section 4.a      Any employee who has left their place of employ and is re-called to work prior to the next normal shift will be paid for a minimum of three (3) hours at the rate of time and one-half; provided, further, that an employee who is called back for overtime or emergency work and who completes the required task and returns to his residence within the three (3) hour minimum guarantee may be called back for additional emergency or overtime without an additional three (3) hour minimum work guarantee, except as otherwise provided below.

Section 4.a(i)      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.

Section 4.b      It is the purpose and intent of this Section to assure an employee of at least three (3) hours pay allowance at overtime rates for the inconvenience of being called back to work between the normal shifts, but not to be separately paid for several call-backs within the three hour minimum guarantee outlined in the previous subsection of this Section.

Section 5      Lunch Hour and Rest Breaks

One fifteen (15) minute paid break mid morning.  
One thirty (30) minute unpaid break mid shift.  
One fifteen (15) minute paid break mid afternoon.

Section 6      Sunday Work

Full-time employees who are required to perform work on Sundays shall be compensated at the rate of time and one-half their regular hourly rate of pay for such hours of work.

Section 7      Stand-By

Employees, during their normal off-duty hours, on Stand-by duty must be in immediate communication with their department during the stand-by period and available to report to work on immediate notice and shall be compensated at the rate of fifteen dollars (\$15.00) per Stand-by day for each day Monday through Friday and twenty dollars (\$20.00) per day Saturday, Sunday and Holidays.

For the purpose of the Article, a Stand-by day shall mean either (i) sixteen (16) consecutive hours of off-duty time immediately after an employee has worked pursuant to his/her normal work schedule, or (ii) twenty-four (24) consecutive hours of duty time when an employee is not assigned to work pursuant to his/her normal work schedule. There shall be no reduction of the Stand-by rate of fifteen dollars (\$15.00) or twenty dollars (\$20.00) per Stand-by day as defined in the preceding sentence in the event an employee on Stand-by is called in and reports to work.

All employees assigned to Stand-by duty will be provided with a "beeper" to assure that they will be notified in case of call in.

Section 8      Travel Allowance

Section 8.a      The Town will reimburse employees at the rate established by the Town for vehicle usage when personal vehicles are utilized for Town business other than normal transportation to and from work.

Section 8.b      Foremen and Assistant Foreman may be allowed to take home their assigned vehicles after conclusion of his/her work shift.

Section 9      Pagers/Beeper

The Town shall provide a pager/beeper to each full-time employee (who would like to carry one) of the Highway Department.

**ARTICLE VI**

**HOLIDAYS**

Section 1      All employees, except temporary and part-time employees, shall be paid the following named holidays at their standard daily rate. Should a holiday fall on a Sunday and be celebrated on a Monday, all regular employees shall be paid for this day. Should a holiday fall on a Saturday, the preceding Friday shall be considered to be the holiday.

- |                        |                             |
|------------------------|-----------------------------|
| New Year's Day         | Columbus Day                |
| President's Day        | Labor Day                   |
| Memorial Day           | ½ Day before Christmas Day  |
| Independence Day       | Christmas Day               |
| Thanksgiving Day       | Veteran's Day               |
| Day after Thanksgiving | ½ Day before New Year's Day |
| Floating Holiday*      |                             |

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

Section 2 All work performed on a holiday shall be at the rate of time and one-half over and above the eight (8) hours pay for the holiday for all hours worked.

Section 3 Employees shall forfeit holiday pay in the event the employee is absent without authorization on the last scheduled work day prior to the holiday or the first work day following the holiday.

## **ARTICLE VII**

### **PROMOTIONS AND TRANSFERS**

Section 1 The Town reserves and shall have the right to make promotions and lateral transfers primarily on the basis of qualifications and performance of duty but shall be governed by seniority where equal qualifications and performance of duty.

Section 2 Whenever possible promotions or transfers shall be made from the ranks of regular employees who are employed by the Town at the time of such promotion or transfer.

Section 3 All new positions, promotions or transfers, other than temporary promotions or transfers, shall be posted on the Town and Union bulletin boards for fourteen (14) working days such that the posting period will cover three (3) calendar weeks and interested employees shall have the opportunity to apply for such openings. Postings shall include the job description, qualifications, wage scale, hours per week and daily work schedule. Temporary promotions or transfers shall be for scheduled or unexpected absences normally not to exceed six months or for a period normally not to exceed two months when a position is vacant but is expected to be repopulated. Duration of temporary promotions or transfer may be extended with the mutual agreement of both parties.

Section 3.1 Positions that are posted in accordance with this Section will be filled as soon as possible following the closing of the search for replacements/hires for such positions.

Section 4 All employees must be given a probationary period of six (6) months to learn any new job to which they are promoted or transferred.

Section 5 The Town shall pay the cost and expense of training or education approved by the Town as job related not to exceed the budgeted amount. Every effort will be made to notify employees of approved job related courses in short seminars being offered by the Town.

Section 5.1 Mileage will be reimbursed at the rate set by the Town to the employee for vehicle usage when personal vehicles are utilized to attend training or education programs.

## **ARTICLE VIII**

### **VACATIONS**

Section 1 Vacation eligibility shall begin to accrue on a weekly basis from the date of hire for regular full-time and regular part-time employees who shall be eligible for annual vacations based on the following schedule:

Length of Continuous Service	Vacation Accrual Rate (Hours per Month)	Days Per Year
Date of Hire to 60 months of service	6.66	10
61 <sup>st</sup> month through 155 <sup>th</sup> month	10.00	15
156 <sup>th</sup> month through 239 <sup>th</sup> month	13.33	20
240 <sup>th</sup> month through separation	16.66	25

- Section 2 A newly hired employee will not be permitted to schedule vacation during the six (6) month probationary period and will not be eligible to any vacation accrual if employment is terminated during the probationary period. Upon the successful completion of probation, the employee may, with the Department Head approval, use up to five (5) working days of the first year's vacation accrual.
- Section 3 Requests by an employee to take vacation accrued in advance of the schedule provided in section 1 shall be submitted through the Department Head for Town Manager approval.
- Section 4 Employees may accrue vacation up to two (2) times the yearly total to which the employee is entitled, provided the two (2) times threshold is never exceeded. In the event an employee exceeds the two (2) times threshold at any time such excess accrual shall be forfeited.
- Section 5 Vacation time shall be taken according to a sign-up schedule which shall be posted during the calendar month of May. All members shall indicate their schedule of preference. In instances of conflict, the rule of departmental seniority shall govern. Number of persons who may take a vacation at any one time shall be determined at the sole discretion of the Department Head.
- Section 6 When an employee terminates his/her employment with the Town for any reason other than cause, he/she shall be compensated for 100% of all accrued vacation provided that the employee has given at least two (2) weeks advance notice of his/her intent to terminate employment with the Town. In the event of the employee's death, his/her beneficiary(ies) shall be entitled to be compensated for 100% of the deceased employee's unused vacation.

## **ARTICLE IX**

### **SICK LEAVE**

- Section 1 Sick leave shall be granted at the rate of one and one quarter (1 1/4) day per month. For employees on roll as of June 30, 2009, sick leave shall become due as earned at the end of the month and may accumulate, if not used, to a maximum of one hundred (100) days, except that any employee with an accumulation in excess of one hundred (100) days as of July 1, 2003 shall be grandfathered at the higher accumulated amount.
- For eligible employees hired on or after July 1, 2009, sick leave shall become due as earned at the end of the month and may accumulate, if not used, to a maximum of sixty (60) days.
- Section 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 Town Manager, a doctor's certificate may be required for absence due to illness. When such certificate is required for three or more days of absence, it shall be at the expense of the employee. When a doctor's certificate is required for less than three days, it shall be at the expense of the Town.
- Section 3 Sick leave may be used for actual non-work related sickness or injury of the employee. Sick leave may be used for an instance of illness of a member of the employee's immediate family not to exceed eight (8) working days per year. For purposes of this Section, immediate family shall be husband, wife, dependent child or parent of either the employee or employee's spouse. The Town shall have the right at all times to investigate absences related to an employee's immediate family on the same basis as provided in Section 2 above.

- Section 4 At the time of voluntary termination of employment or layoff, an employee shall be entitled to receive compensation of up to ten (10) days of his/her remaining accrued sick leave.
- 4.1: For employees on roll as of June 30, 2009, upon retirement, the employee shall be eligible to receive twenty (20) additional days provided said employee has at least ninety-five (95) days of unused, accrued sick leave at the time of retirement.
- 4.1a: For eligible employees hired on or after July 1, 2009, upon retirement, the employee shall be eligible to receive ten (10) additional days provided said employee has at least fifty-five (55) days of unused, accrued sick leave at the time of retirement.
- 4.2: For employees on roll as of June 30, 2009, in the event termination of employment shall be the result of an employee's death, his/her beneficiaries shall be entitled to receive compensation for up to ten (10) days of his/her remaining accrued sick leave or thirty (30) days in the event the employee was eligible for retirement and had at least ninety-five (95) days of accrued unused sick leave.
- 4.2a: For eligible employees hired on or after July 1, 2009, in the event termination of employment shall be the result of an employee's death, his/her beneficiaries shall be entitled to receive compensation for up to ten (10) days of his/her remaining accrued sick leave or twenty (20) days in the event the employee was eligible for retirement and had at least fifty-five (55) days of accrued unused sick leave.

Section 5 Notification of absence shall be given during the first (1st) hour of the employee's scheduled shift. If such notification is not made, such absence may, at the discretion of the head of the department, be applied to absence without pay.

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

Section 7 Any non-work related accident or illness in excess of fourteen (14) consecutive calendar days shall be treated in accordance with ARTICLE 20 INSURANCE, SECTION 5 SHORT TERM DISABILITY.

Section 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, 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 while in the service of the Town in the line of duty and for which the employee would be entitled to receive worker's compensation benefits.

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

## **ARTICLE X**

### **PERSONAL DAYS**

Section 1 Regular full-time and regular part-time employees shall be granted one (1) paid personal day per fiscal year at their standard daily rate.

Section 2 Scheduling shall be with the approval of the department head and may be taken in one-half (½) day increments.

Section 3 There shall be no carry-over of personal days from one fiscal year to the next.

## **ARTICLE XI**

### **MILITARY LEAVE**

Section 1 In situations where it is required that an employee fulfill a two week annual military obligation, the Town agrees to pay the difference between the employee's regular salary and the base pay received from the military based on satisfactory evidence of such service and pay provided to the employee's immediate supervisor.

## **ARTICLE XII**

### **JURY DUTY**

Section 1 An employee who is called as a juror shall assign payment received by the employee ("sign over" the checks) for such service to the Town and will receive their regular rate of pay (budget wage less normal deductions, not including overtime) except that in no event shall an employee be expected to assign an amount in excess of his/her regular rate of pay.

Section 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.

Section 3 Satisfactory evidence of such service must be submitted to the employee's immediate supervisor.

## **ARTICLE XIII**

### **DISCIPLINARY PROCEDURES**

All disciplinary action shall be in a fair manner and shall be consistent with the infraction for which the disciplinary action is being taken.

All suspensions and discharges shall be stated in writing and a copy given to the employee and the Union at the time of suspension or discharge.

Disciplinary action will normally be taken in the following order:

- a. Verbal Warning
- b. Written Warning
- c. Suspension Without Pay
- d. Discharge

No employee shall be penalized, disciplined, suspended or discharged without just cause.

Reference(s) to verbal warnings or written reprimands in an employee's personnel record shall be admissible beyond one (1) year only to show or demonstrate the employee's prior knowledge of a rule, or performance criteria at issue, and will not be used beyond one (1) year for the purpose of progressive discipline or movement of personnel (promotions, transfer, etc.). Nothing in this section is intended to reduce the just cause standard except for limiting the admittance of prior discipline as described above.

Suspensions in an employee's personnel record shall be admissible beyond three (3) years only to show or demonstrate the employee's prior knowledge of a rule, or performance criteria at issue, and will not be used beyond three (3) year for the purpose of progressive discipline or movement of personnel (promotions, transfer, etc.). Nothing in this section is intended to reduce the just cause standard except for limiting the admittance of prior discipline as described above.

## ARTICLE XIV

## GRIEVANCE PROCEDURE

### Section 1 Definition

Section 1.a A grievance under this Article is defined as an alleged violation of any of the provisions of this Agreement.

**Note:** An employee who has a “complaint” may take up the complaint with his/her immediate supervisor verbally before processing the complaint as a formal grievance. The immediate supervisor shall give his/her answer within three (3) working days. It is anticipated that nearly all complaints can be resolved informally without grievance. An employee may be accompanied by a Union representative and/or witness at the time of presenting the complaint.

Section 2.b Each grievance must be submitted in writing by the Union and must contain a statement of the facts surrounding the grievance, the provisions of the Agreement allegedly violated, the relief sought and the extent to which the grievant has sought an informal adjustment of the grievance.

### Section 2 Procedure

#### **Step One**

An employee or the Union desiring to process a grievance must file a written statement of the grievance to the Department Head no later than ten (10) working days from the date of the event giving rise to the grievance or the date the employee or Union could reasonably have first been made aware of the event. The Department Head shall meet with the employee and the Union within five (5) working days following receipt of the notice and shall give a written decision within five (5) working days thereafter.

#### **Step Two**

If the employee or the Union is not satisfied with the decision of the Department Head, he/she may file, within ten (10) working days following the decision, a written appeal with the Town Manager setting forth the specific reasons why he/she believes the Agreement is being violated by the Town action in question. Within ten (10) working days following receipt of the appeal, the Town Manager shall either issue a written decision or schedule a hearing. Said hearing shall be held no later than fifteen (15) working days following receipt of the appeal and a written decision shall be rendered within five (5) working days thereafter.

#### **Step Three**

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

Section 3 If the Union fails to submit such written request to the PELRB within twenty (20) working days of the Town Manager’s decision, the grievance shall be deemed abandoned and no further action shall be taken with respect to the grievance.

Section 4 The cost of the arbitrator shall be borne equally by the Town and the Local with each party responsible for its own costs.

Section 5 The foregoing time limitations may be extended by mutual agreement of the parties.

Section 6 The employee/grievant has the right to be represented at all steps of the Grievance Procedure.

## **ARTICLE XV**

### **UNIFORMS**

Section 1 The Town shall provide employees of the Highway Department, through a cleaning vendor, eleven (11) sets of uniforms, two (2) jackets (winter) and one (1) pair of summer coveralls at the Town's expense.

Section 2 The Town shall provide employees of the Highway Department a boot allowance of up to \$300 to be exercised July 1 of each year which shall cover the cost of two (2) pairs of safety shoes or boots. Custodians shall be granted an allowance of up to \$175 for one (1) pair of boots per year. Style, design and vendor shall be pre-approved by the Department Head. Payment will be made directly to the vendor by the Town.

Section 3 The Town shall provide Custodians three (3) long sleeve shirts, three (3) short sleeve shirts, four (4) pants, one (1) pair of boots, one (1) summer jacket and one (1) winter jacket. Items, style and design of all items and choice of vendor shall be pre-approved by the Department Head or Town Manager. Payment will be made directly to the vendor by the Town.

Section 4 Any employee may opt to refuse uniform equipment as provided in Section 1, 2 or 3 above. However, any employee who accepts such equipment must wear the provided equipment as a condition of employment except as excused by the functional Department Head.

Section 5 Any items provided for in Section 3 above that do not bear Town logo and can be worn off duty are subject to Federal Income Tax. The Town will affix logo to all clothing/boots provided for in this Article.

## **ARTICLE XVI**

### **SAFETY**

The Town endorses the concept of safety and hereby pledges that it will, to the maximum degree practical, maintain safe working conditions for the employees within the unit.

The Town shall have the right to make regulations for the safety and health of its employees and the manner in which work is performed during their hours of employment. Representatives of the Departments and the Union shall meet quarterly at the request of either party to discuss such regulations. The Union agrees that its members who are employed by the Town will comply with the rules and regulations relating to safety, economy, continuity and efficiency of services to the Town and the Public.

The Town agrees to furnish raincoats and rainboots for all employees for whom such issues are necessary. All replacements of previous issues shall be made only when an article is turned in or exchanged for the one issued.

The Town shall furnish work gloves when needed for all work performed on existing sewer lines, brush and refuse collection.

The Divisions where Local 1801 bargaining units are located shall furnish employees with a locker with a lock where appropriate.

Any items provided for above that do not bear Town logo and can be worn off duty are subject to Federal Income Tax. . The Town will affix logo to all clothing/boots provided for in this Article.

**ARTICLE XVII**

**BEREAVEMENT LEAVE**

Section 1 Bereavement leave of three (3) working days with pay shall be granted an employee in the event of 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	

Section 2 Under extenuating circumstances, two (2) additional days may be granted with pay under Section 1 of this Article with written approval of the Department Head.

**ARTICLE XVIII**

**RATINGS**

Section 1 An employee may be temporarily assigned to the work of any position of the same or lower grade without a change in pay. Upon cessation of such temporary assignment, said employee shall be restored to his/her original position.

Section 2 When an employee works on a temporary assignment in a higher position for a period of four (4) hours or more such employee shall receive the pay rate of that class for the full day (eight hours).

**ARTICLE XIX**

**WORKERS' COMPENSATION**

Section 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 ninety (90) calendar days from date of such injury or illness. Following the period of ninety (90) calendar days 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.

**ARTICLE XX**

**INSURANCE**

Section 1.a The Town shall contribute towards the cost of health insurance selected by the eligible employee at eighty percent (80%) of the premium for Blue Choice - Plan One with Rider for single, two-person or family coverage. In the event an employee opts for a plan with more comprehensive coverage than Blue Choice-Plan One with Rider, the employee will pay the additional premium cost over and above the twenty percent (20%) cost share of the Blue Choice Plan.

Regular part-time employees may purchase, at their expense, coverage under the Town's policy.

All employee premium cost sharing contributions shall be on a weekly or bi-weekly basis and shall be on a pre-tax basis.

Section 1.b Employees on roll effective July 1, 2003 and participating in the buyout, shall be compensated the following amounts per annum, payable in equal installments per pay period:

YEAR	Buyout of Family Plan	Buyout of Two (2) Plan	Buyout of Single Plan
Beginning July 1, 2009	\$3,244.00	\$2,500.00	\$2,500.00
Beginning July 1, 2010	\$2,500.00	\$2,500.00	\$2,500.00

Regular full time employees hired after July 1, 2003 shall receive \$2,500.00.

Either payment shall be divided equally and payable to eligible employees during the employee's regular pay period.

Regular part-time employees shall not be eligible for the insurance buyout.

Section 2 Medi-Comp III

The Town shall provide Medi-Comp III coverage, at the employees expense, to regular full-time and regular part-time 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.

Section 3 Dental Insurance

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

Section 4 Life Insurance

The Town shall provide at no expense to regular full-time and regular part-time employees life insurance equal to one (1) year's salary up to a maximum of \$50,000.

Section 5 Short Term/Long Term Disability

The Town shall provide at no expense to regular full-time employees short-term disability insurance covering non-work related accident and illness to commence after the fifteenth (15) day of such illness or accident with a maximum benefit period of twenty six (26) weeks at 66 ⅔% of the employees basic weekly earnings to a maximum of five hundred fifty dollars (\$550.00).

The Town shall provide, at no expense to regular full-time employees, long-term disability insurance covering non-work related accident and illness to commence on the twenty-sixth (26<sup>th</sup>) week of such illness or injury at 66 ⅔% of the employer's basic monthly earnings to a maximum of thirty five hundred dollars (\$3,500.00). Full coverage is provided until age 65 and then is reduced annually on a revised schedule until age 70 at which time coverage ceases.

Section 6 Employees of this unit shall be eligible to participate in the Town's Flexible Benefit Plan which provides provisions relative to Sections 1-5 above, as well as Health Care and Dependent Care options with a health insurance "buy-out" as provided in Section 1.b of this Article.

## **ARTICLE XXI**

### **WAGES**

- Section 1 Wage rates for all employees shall be increased on July 1, 2009 based on the Consumer Price Index referred to as CPI-U as published by the U.S. Department of Labor - Boston Regional Office for the twelve (12) month average for the period ending December 31 of the respective preceding year, except that in no event shall the adjustment be less than three (3%) percent or more than four and one-half percent (4½%) per year.
- Section 2 Wage rates for all employees shall be increased on July 1, 2010, by 3.0%.
- Section 3 Wage rates for all employees shall be increased on July 1, 2011 by 3.0%.
- Section 4 Employees on role as of June 30, 2009 shall progress through the step system (Appendix A) in one step intervals each July 1 for the years covered under this contract, until such time as the employee reaches maximum step.
- Section 5 Employees hired on or after July 1, 2009, shall progress through the step system (Appendix B) in one step intervals each July 1 for the years covered under this contract, until such time as the employee reaches maximum step.

## **ARTICLE XXII**

### **LONGEVITY**

- Section 1 Any regular full-time employee on roll as of June 30, 2000 covered by this contract who has served five (5) years of regular appointed duty with the Town of Londonderry will be paid five dollars (\$5.00) per week in addition to their regular weekly salary. Said employees who have served ten (10) years shall be paid fifteen dollars (\$15.00) in addition to their regular weekly salary and upon having served twenty (20) years shall be paid twenty dollars (\$20.00) in addition to their regular weekly salary. Employees hired on or after July 1, 2000 shall not be eligible for longevity.

## **ARTICLE XXIII**

### **MATERNITY LEAVE**

The Town will abide by FMLA and State laws, rules and regulations pertaining to maternity leave / policies.

## **ARTICLE XXIV**

### **BULLETIN BOARDS**

- Section 1 The Town shall provide space for one bulletin board in the Town Hall and one bulletin board in the Highway Department for the posting of notices of the Town and Departments addressed to the employees and for notices of the Union addressed to its members. The bulletin boards shall be located in convenient places. No notices shall be posted in or around the Town property, except on such bulletin boards.

## **ARTICLE XXV**

### **UNION BUSINESS**

- Section 1 The Town agrees to allow the Union officers representatives, Stewards and/or aggrieved employee(s) reasonable time, without loss of pay, during regular working hours for the purpose of processing grievances, provided, such time away from work does not interfere with the work of the Department involved. Such time shall not be withheld unreasonably. The union representative shall obtain prior permission to absent themselves from work before leaving a work site and shall obtain prior permission of the

immediate supervisor involved before interrupting the work of an employee located at a different work site.

Section 2 Time lost by representatives of the Union on grievance settlement or negotiations shall be paid for by the Town as provided for in RSA 273-A:11.

Section 3 Up to two (2) employees elected as delegates to either the AFSCME International Convention, AFSCME New Hampshire Council 93 Convention or the New Hampshire AFL-CIO State Labor Council Convention shall be allowed a leave of absence with pay, not to exceed three (3) working days per year. This leave of absence shall be granted to individuals to attend the above mentioned conventions.

## **ARTICLE XXVI            SENIORITY**

There shall be two (2) types of Seniority:

- a. Department Seniority - shall relate to the time an employee has been continuously employed by the Department.
- b. Classification Seniority - shall relate to the length of time an employee has been employed in a particular classification.

Department Seniority shall prevail in matters concerning lay-offs and rehires. Qualified and available former permanent employees shall be re-instated before new employees are hired following a lay-off. This preference shall expire after two (2) years.

Department Seniority shall be the type considered in matters concerning “promotions” and “transfers” as set forth in Article VII of this Agreement.

No employee shall have the right of replacing another employee in any classification by virtue of Department Seniority alone, except that in the event of a permanent lack of work in any classification, those employees concerned in that classification shall be assigned to the next lower classification for which they are qualified and for which they have Department Seniority. Displaced employees in those lower classifications shall have the same right of re-assignment as referred to in this Section.

Upon receiving a promotion, an employee’s name shall be entered at the bottom of that particular Classification Seniority list to which he/she has been promoted, regardless of his/her Department Seniority and classification, and regardless of the Department Seniority of other employees already in that job, until such time as other promotions are made into this classification. New promotions shall be entered at the bottom of that particular Classification Seniority list concerned. If a promoted employee does not pass his/her new position’s probation period then he/she shall be returned to his/her old classification and regain his/her former classification.

Until a new employee has served the six (6) month probationary period, it shall be deemed that he/she has no seniority status, and he/she may be discharged or laid off with or without cause and such discharge or lay-off shall not be subject to the Grievance Procedure.

An employee shall not forfeit seniority during absences caused by:

- a. Illness resulting in total temporary disability due to his/her regular work with the Department, certified to by an affidavit from Workers’ Compensation Carrier, including non-work connected disability up to six (6) months.

An employee shall lose his/her seniority for, but not limited to, the following reasons:

- a. Discharge for Just Cause
- b. If He/She Resigns

The employees' present Classification Seniority as of the effective date of this Contract shall be the only type of seniority considered for the purpose of establishing the Classification Seniority System called for in this Article. This Classification Seniority must have been continuous in nature to merit consideration under this Section. The preparation and maintenance of the Classification and Department Seniority Rosters shall be the responsibility of the Town.

## **ARTICLE XXVII      AGENCY SHOP**

Section 1      An Employee who is not a member of the Union after the signing of this Agreement and chooses not to join the Union, he/she will be required to pay a service charge in the amount comparable to the dues.

Section 2      Each new Employee who is hired after the signing of this Agreement may become a member of the Union upon completion of a six (6) month probationary period; or if the Employee chooses not to join the Union, he/she will be required to pay a service charge in the amount comparable to the dues.

## **ARTICLE XXVIII      PAYROLL DEDUCTION OF DUES**

Section 1      The Town agrees to authorize the deduction of Local 1801 dues from each employee and send said dues to the Treasurer of AFSCME Local 1801:

Business Manager  
AFSCME Council 93  
8 Beacon Street  
Boston, MA 02108

Section 2      The Union will keep the Town informed of the correct name and address of the Treasurer of AFSCME Local 1801.

Section 3      This deduction of dues shall be made on a weekly or bi-weekly basis and shall be sent monthly to the Treasurer of AFSCME Local 1801.

Section 4      If any employee has no check coming to him/her, or if his/her check is not large enough to satisfy the dues then no deduction will be made from that employee. In no case will the Town attempt to collect fines or assessments for the Union beyond the regular dues.

## **ARTICLE XXIX      FAMILY AND MEDICAL LEAVE**

### 1. General Provisions:

Under the provisions of the Family and Medical Leave Act of 1993 ("FMLA"), all employees who worked at least 1,250 hours during the prior twelve (12) months are entitled to take not more than twelve (12) work weeks unpaid FMLA of absence in a twelve (12) month period (as defined below) in the event of:

- A. the birth of a child in order to care for the child (leave must be taken within twelve (12) months of the birth);

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

As stated above, an eligible employee is entitled to a total of twelve (12) work weeks of leave during any twelve (12) month period. That twelve (12) month period is defined as a "rolling" twelve (12) month period backward from the date an employee uses any FMLA leave. For example, if an employee has taken eight (8) weeks of FMLA leave during the past twelve (12) months, an additional four (4) weeks of leave could be taken when a second leave is requested. As further example, if an employee takes four (4) weeks of FMLA leave beginning September 1, 1994, and four (4) weeks of FMLA leave beginning December 1, 1994, when the employee requires additional FMLA leave on March 1, 1995, the employee would have available four (4) weeks of FMLA leave as he/she had taken eight (8) weeks in the twelve (12) months prior to March 1, 1995. In other words, number of weeks which an employee has available upon the beginning of a FMLA leave shall be twelve (12) weeks less the number of FMLA leave weeks taken in the twelve (12) month period prior to the beginning of the current FMLA leave (the "Available Leave Weeks").

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

An employee's accrued, unused vacation and/or personal time will be included as part of the twelve (12) week leave requirement for A or B FMLA leaves listed above. For example, an employee with two (2) weeks earned, unused vacation is required to use that time before taking not more than ten (10) additional unpaid weeks. For type C FMLA leave, an employee will be required to use one-half (1/2) of all accrued sick time and/or unused vacation and/or personal time. For a type D FMLA leave, employees will be required to use accrued unused vacation, personal and/or sick time for the fourteen (14) days prior to commencement of Short Term Disability as provided in ARTICLE XX INSURANCE Section 5 and thereafter may be required to utilize unused vacation, personal and/or sick leave if the Short Term Disability payment is less than the employee's regular weekly pay.

For type A and B FMLA leaves the employee may at his/her option utilize accrued sick leave to cover any period of otherwise unpaid leave. For a type C FMLA leave the employee may at his/her option use any accrued sick leave and/or unused vacation and/or personal leave remaining after application of the one-half (1/2) usage required for a type C FMLA leave.

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

## 2. Status of Employee Benefits:

While on FMLA leave, employees may continue to participate in the Town's group health insurance in the same manner as employees not on FMLA leave. In the event of unpaid FMLA leave, an employee's share of any medical insurance premiums shall be paid to the Town once

per month in advance on the first day of each month. In the event that the employee elects not to return to work upon completion of a FMLA leave of absence, the Town may recover from the employee the cost of any payments to maintain the employee's medical coverage, unless the employee's failure to return to work was for reasons beyond the employee's control. Benefit entitlements based on length of service will be calculated as of the last paid work day prior to the start of the leave of absence; for example, an employee on leave will not accrue vacation or sick time. At the end of an authorized FMLA leave, an employee will be reinstated to his or her original or a comparable position.

3. Basic Regulations and Conditions of Leave:

The Town will require medical certification to support a claim for FMLA leave for an employee's own serious health condition or to care for a seriously ill child, spouse or parent. For the employee's own medical leave, the certification must include a statement that the employee is unable to perform the functions of his or her position. For FMLA leave to care for a seriously ill child, spouse or parent, the certification must include an estimate of the amount of time the employee is needed to provide care. In its discretion, the Town may require a second medical opinion and periodic recertifications at its own expense. If the first and second opinions differ, the Town, at its own expense, may require the binding opinion of a third health care provider, approved jointly by the Town and the employee.

4. Notification and Reporting Requirements:

When the need for FMLA leave is foreseeable, such as the birth or adoption of a child, or planned medical treatment, the employee must provide reasonable prior notice, and make efforts to schedule leave so as not to disrupt Town operations. In cases of illness, the employee will be required to report periodically on his or her FMLA leave status and intention to return to work. At the expiration of any FMLA leave due to the employee's own illness, the employee must present a written authorization from his/her doctor stating that the employee is ready to return to work.

5. Procedures:

A Request for Family and Medical Leave of Absence Memo must be originated in duplicate by the employee. This memo should be completed with full details, signed by the employee and then submitted to the employee's department head for proper approvals. If possible, the memo should be submitted thirty (30) days in advance of the effective date of the FMLA leave.

All requests for FMLA leaves of absence due to illness will include the following information attached to a completed Request for Family and Medical Leave of Absence Memo: Sufficient medical certification stating:

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

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

6. Coordination with Maternity Leave:

The Town provides employees a leave of absence for the period of temporary physical disability resulting from childbirth and related medical conditions. A maternity leave begins when an employee is medically determined to be disabled and ends when medically determined to be able to return to work and is paid in accordance with the provisions of the Town Short Term Disability Plan.

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

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

7. Coordination with Other Town Policies; Reference to FMLA and Federal Regulations:

In the event of any conflicts between this policy and other Town policies, the provisions of this policy shall govern; however, if any provision of a Collective Bargaining Agreement exceeds the benefit offered herein, the Agreement shall control for those covered employees. The FMLA and the FMLA federal regulations issued by the U.S. Department of Labor contain many limitations and qualifications for entitlement and governance of FMLA leave not stated herein. The terms of the FMLA and the FMLA federal regulations are incorporated herein and will be applied in all instances of requested or designated FMLA leave.

**ARTICLE XXX**

**EDUCATION INCENTIVE**

Section 1 Full-time, regular employees may, based on the provisions below, receive tuition payments for courses for which the employee has attained a minimum grade of C (B for advanced degrees) in a job related degree program, certificate program or any other program approved by their department head. Tuition shall be paid directly to the college or program offered for said courses. An open enrollment shall be at which time all unit members shall afforded an opportunity to register for a course. Upon completion of the enrollment period, up to a total of two thousand twenty-five hundred dollars (\$2,500) per contract year shall be shared equally by association members. Employee shall be allowed to take one course per year, unless funds remain after all association members have had an opportunity to participate. In the event that any portion of the \$2,500 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 five thousand dollars (\$5,000).

Section 2 Any employee who has received tuition payments under this program and leaves Town employ within one year after completing said course shall reimburse the Town of its costs associated with the program. Repayment shall be guaranteed through a deduction in the final compensation due that employee at separation.

**ARTICLE XXXI**

**NO STRIKE AGREEMENT**

Section 1 During the term of this agreement, under no circumstances will the Town invoke a lock-out. During the term of this agreement, under no circumstances will the Union engage in a strike or other form of job action.

**ARTICLE XXXII**

**TERMINATION**

- Section 1 The Agreement shall be effective as of July 1, 2009 for three (3) years and thereafter from year to year, provided, however, that either party may terminate same upon giving at least one hundred twenty (120) days written notice prior to the Town's budget submission date of its intention to do so, unless as otherwise provided in Article XXXIII.
- Section 2 Should any article, section, or portion thereof of this Agreement be in violation of a State law or Municipal ordinance, or be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific article, section or portion thereof directly specified in the decision upon the issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated article, section or portion thereof.
- Section 3 The provisions of Article XXXII, Section 2 are not applicable to Article XXXIII, Section 2, i.e. should Article XXXIII, Section 2 be 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, then this entire Agreement shall be void.

**ARTICLE XXXIII DURATION OF THE AGREEMENT**

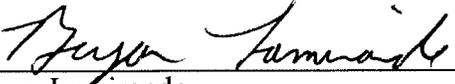
- Section 1. This Agreement shall be in full force and effect commencing July 1, 2009, and shall continue in full force and effect until June 30, 2012 and then from year to year unless otherwise provided in any section thereof, or written notice or desire to cancel, modify, or terminate the Agreement is served on either party upon the other at least one hundred and twenty (120) days prior to the Town's budget adoption date, unless as otherwise provided in Section 2.
- Section 2 This agreement shall be effective 30 days after the effective date of any amendments to RSA 100-A enacted during the 2008-9 legislative session, which absolves the Town of any and all supplemental assessments as contemplated under the current statute (RSA 100-A:16, III-a). Should the effective date occur after July 1, 2009, all wage adjustments shall be retroactive to July 1, 2009.

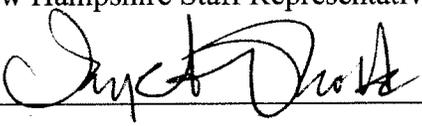
*IN WITNESS WHEREOF*, the parties hereto have caused these present to be signed by their duly authorized officers and representatives or either, on the 14<sup>th</sup> day of July, 2009.

**FOR THE TOWN OF  
LONDONDERRY, NEW HAMPSHIRE**

  
\_\_\_\_\_  
David R. Caron  
Town Manager

**FOR THE UNION  
AFSCME, LOCAL 1801**

  
\_\_\_\_\_  
Bryan Lahirande  
New Hampshire Staff Representative

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

## WAGE SCALES - Appendix A

**Effective July 1, 2009**  
**Prior to CPI-U Adjustment (min 3.0% – max 4.5%, FY10; 3.0% FY 11 &12)**

CLASSIFICATION / TITLE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
<b><u>CLERICAL</u></b>							
V. Clerk/Typist	14.70	15.43	16.19	17.02	17.85	18.64	-
VI. Secretary/Receptionist	15.43	16.19	17.02	17.85	18.74	19.56	-
VII. Clerk's Assistant	16.19	17.02	17.85	18.74	19.68	20.53	-
VIII. Deputy Town Clerk, Payroll Clerk Deputy Tax Collector / Dept. Secretary Acct Payable Clerk	17.20	18.06	18.95	19.90	20.89	21.86	-
IX. Deputy Town Clerk/Tax Collector	17.80	18.72	19.64	20.61	21.66	22.96	-
<b><u>MAINTENANCE</u></b>							
B. Custodian	15.47	16.55	17.72	18.94	20.26	21.70	-
<b><u>HIGHWAY</u></b>							
C-1. Truck Driver	16.52	17.66	18.91	20.24	21.66	23.15	24.77
C-2. Equipment Operator	18.13	19.38	20.74	22.22	23.76	25.44	27.18
C-3. Mechanic/Equip. Operator	18.46	19.79	21.16	22.66	24.25	25.91	27.71
C-4. Asst. Foreman	18.87	20.18	21.57	23.08	24.68	26.44	28.29
C-5. Foreman	20.18	21.61	23.12	24.69	26.44	28.29	30.26

## WAGE SCALES - Appendix B\_

**Effective July 1, 2009**  
**Prior to CPI-U Adjustment (min 3.0% - max 4.5%, FY10; 3.0% FY 11 &12)**

### **CLASSIFICATION / TITLE**

<b><u>CLERICAL</u></b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>
V. Clerk/Typist	14.70	15.14	15.60	16.06	16.54	17.04	17.55	18.08	18.64
VI. Secretary/Receptionist	15.43	15.89	16.37	16.86	17.37	17.89	18.42	18.98	19.56
VII. Clerk's Assistant	16.19	16.68	17.18	17.69	18.22	18.77	19.33	19.91	20.53
VIII. Deputy Town Clerk, Payroll Clerk / Deputy Tax Collector / Dept. Secretary / Acct Payable Clerk	17.20	17.72	18.25	18.79	19.36	19.94	20.54	21.15	21.86
IX. Deputy Town Clerk/Tax Collector	17.80	18.33	18.88	19.45	20.03	20.64	21.25	21.89	22.96

### **MAINTENANCE**

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>
B. Custodian	15.47	15.93	16.41	16.90	17.41	17.93	18.47	19.03	19.60
	<b>Step 10</b>	<b>Step 11</b>	<b>Step 12</b>						
	20.18	20.79	21.70						

### **HIGHWAY**

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>
C-1. Truck Driver	16.52	17.02	17.53	18.05	18.59	19.15	19.73	20.32	20.93
C-2. Equipment Operator	18.13	18.67	19.23	19.81	20.41	21.02	21.65	22.30	22.97
C-3. Mechanic/Equip. Operator	18.46	19.01	19.58	20.17	20.78	21.40	22.04	22.70	23.38
C-4. Asst. Foreman	18.87	19.44	20.02	20.62	21.24	21.88	22.53	23.21	23.90
C-5. Foreman	20.18	20.79	21.41	22.05	22.71	23.39	24.10	24.82	25.56
	<b>Step 10</b>	<b>Step 11</b>	<b>Step 12</b>	<b>Step 13</b>	<b>Step 14</b>				
C-1. Truck Driver	21.55	22.20	22.87	23.55	24.77				
C-2. Equipment Operator	23.66	24.37	25.10	25.85	27.18				
C-3. Mechanic/Equip. Operator	24.09	24.81	25.55	26.32	27.71				
C-4. Asst. Foreman	24.62	25.36	26.12	26.90	28.29				
C-5. Foreman	26.33	27.12	27.93	28.77	30.26				