

AGREEMENT

BETWEEN

TOWN OF LONDONDERRY

and

AMERICAN FEDERATION OF STATE,

COUNTY AND MUNICIPAL

EMPLOYEES

~~ LOCAL 1801 ~~

JULY 1, 2020 through JUNE 30, 2025

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ARTICLE III

MANAGEMENT RIGHTS

Section 1 The direction of Department 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.

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 forty (40) 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 forty (40) 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 be as follows:

<u>Position</u>	<u>Workweek</u>	<u>Hrs/week</u>	<u>Daily Schedule</u>
<i>Town Office Personnel</i>			
Dept. Assistant	Mon.-Fri.	40	8:30a.m. - 5:15p.m.*
Clerk's Assistant	Mon.-Fri.	40	8:30a.m. - 5:15p.m.
Custodian	Sun. – Sat.	20-24	Flexible, some days/evenings at discretion of Facilities Manager or Chief of Police
PD Facilities Manager	Mon.-Fri.	40	5:30 a.m. - 2:00p.m.
Accounts Payable Clerk	Mon.-Fri.	40	8:30a.m. - 5:15p.m.
Payroll Clerk	Mon.-Fri.	40	8:30a.m. - 5:15p.m.
Land Use Assistant	Mon.-Fri.	28	During normal business hours and to be determined by employee and Town Planner

*Some Department Assistants are part-time; schedule to be determined by Department Head.

The Town Hall will be closed to the public at 5:00 PM

Highway Division Personnel

Truck Driver / 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.
Equipment Operator	Mon.-Fri.	45	7:00a.m. - 4:30p.m.
Mechanic / Equip Operator	Mon.-Fri.	45	7:00a.m. - 4:30p.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 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 for Highway Division personnel
One forty-five (45) minute unpaid break mid shift for Town Office personnel
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 Standby

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.

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.

ARTICLE VI

HOLIDAYS

Section 1 All Regular Full-Time and Regular 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. 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/Fri., 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.

- | | |
|------------------------|-----------------------------|
| 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.

Section 4 An employee on leave (e.g. personal leave of absence, workers’ compensation leave, short-term disability leave, long term disability leave, FMLA leave and/or disciplinary leave) will not receive holiday pay while on leave.

Section 5 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.

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 from the date of hire for Regular Full-Time and Regular Part-time employees. 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)	DAYS PER YEAR
DOH (date of hire) through end of employee's first calendar month	6.66*	
Completion of 2nd calendar month through the end of the 60 th calendar month	6.66	10
Completion of 61 st calendar month through completion of 120 th calendar month	10.00	15
Completion of 121 st calendar month through completion of 239 th calendar month	13.33	20
Completion of 240 th calendar month through separation	16.66	25

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

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.

Section 7 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.

Section 8 The provisions of this Article shall apply to Regular Part-Time employees on a pro-rata basis.

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 6/30/09, 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 7/1/09, 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. If the absence is for an FMLA-qualifying reason, the provisions of the Town's FMLA policy shall control.

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. If the absence is for an FMLA-qualifying reason, the provisions of the Town's FMLA policy shall control.

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 6/30/09, 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 7/1/09, 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 6/30/09, 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 7/1/09, 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.
- 4.3: 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.

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 latter is used, the employee must first approve of its use. However, if the absence is for an FMLA-qualifying reason, the provisions of the Town's FMLA policy shall control.

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 ACCRUAL OF SICK AND VACATION TIME WHILE ON LEAVE

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

Section 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.

Section 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.

Section 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 XI **SECONDARY DRUG TESTING**

Section 1 This Article applies to those employees who conduct a safety-sensitive function or operate a commercial motor vehicle for the Town. If during a mandatory DOT drug test the employee has a positive result, the employee may choose to have a secondary test conducted, at the expense of the employee, in which the testing uses Hair Follicle samples. Accepted practices for collection and sample chain of custody shall be followed. If an employee passes the secondary drug test, the Town shall reimburse the employee for the entire secondary drug test.

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

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, and any unused personal day shall not be paid upon separation, regardless whether the separation is voluntary or involuntary.

ARTICLE XIII **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 XIV **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 XV

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 XVI

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 1.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. The Town Manager shall acknowledge the appeal and set, within five (5) working days of receipt of the appeal, a calendar date for an informal hearing. Said hearing shall be calendared for a date/time no more than thirty (30) calendar days from the date of the appeal and the Town Manager shall render a written decision within seven (7) 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 XVII 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 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 XVIII 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 rain boots 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 XIX 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 XX 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 XXI

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 XXII

INSURANCE

Section 1.a

The Town shall contribute towards the cost of health insurance selected by eligible Regular Full-Time Employees 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 a plan other than Lumenos, the employee will pay the additional premium cost over and above 100% of the premium cost of the Lumenos plan.

Section 1.b

For Regular Full-Time Employees who opt to participate in the Lumenos plan, the Town shall contribute to the employee's Health Savings Account as follows:

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

The Town's contribution to the employee's Health Savings Account shall be made in the first week of July of each fiscal year.

Section 1c

Regular Full-Time employees who are eligible *for*, and opt not to subscribe to, a town-sponsored health *insurance* plan shall receive \$2,500 per year. Said payment shall be divided into equal installments and paid to eligible employees in such installments during each regular pay period. If a Regular Full-Time employee in this Association is married to another Regular Full-Time employee of the Town as of June 30, 2020, the employee with the lowest applicable opt-out payment shall receive the opt-out payment. 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.

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.

Regular Part-Time employees shall not be eligible for the insurance buyout or to participate in the Town's health and dental insurance plans.

Section 2

Medi-Comp III

The Town shall provide Medi-Comp III coverage, at the employee's 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 (or comparable 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 weekly benefit of seven hundred fifty dollars (\$750.00).

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 (26th) week of such illness or injury at 66 ⅔% of the employer's basic monthly earnings to a monthly maximum of four thousand dollars (\$4,000.00). 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.c of this Article.

ARTICLE XXIII WAGES

Section 1 Effective July 1, 2020 the cost of living increase shall be 2.0% for all members of the unit.

Section 2 Effective July 1, 2021 the cost of living increase shall be 2.0% for all members of the unit.

Section 3 Effective July 1, 2022 the cost of living increase shall be 2.0% for all members of the unit.

Section 3 Effective July 1, 2023 the cost of living increase shall be 2.0% for all members of the unit.

Section 4 Effective July 1, 2024, the cost of living increase shall be 2.0% for all members of the unit.

Section 5 Employees 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.

ARTICLE XXIV 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 XXV **MATERNITY LEAVE**

Section 1 The Town will abide by FMLA and State laws, rules and regulations pertaining to maternity leave/ policies.

ARTICLE XXVI **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 XXVII **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 XXVIII **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 She/he 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 XXIX 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 XXX

FAMILY AND MEDICAL LEAVE

Section 1 The terms of the Town's FMLA Policy in effect as of the date of this Agreement, a copy of which is attached to this Agreement, are hereby incorporated herein. In the event that the State of New Hampshire enacts paid family and medical leave legislation which would impose a tax on the employee or the employer during the term of this Agreement, the Town and union agree to meet and discuss apportionment of such taxes.

ARTICLE XXXI

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. In order for a course to qualify for reimbursement, an employee must submit evidence of the required grade. The union, after exercising its discretion as to the manner in which tuition reimbursement shall be allocated (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 two thousand five hundred dollars (\$2500) 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 \$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 the Town's 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 XXXII

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 XXXIII

TERMINATION

Section 1 The Agreement shall be effective as of July 1, 2020 for five (5) 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.

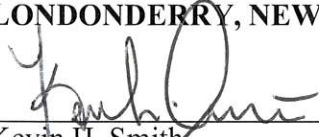
Section 2 Should any article, section, or portion thereof of this Agreement be in violation of a State law or Municipal ordinance, or be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific article, section or portion thereof 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.

ARTICLE XXXIV DURATION OF THE AGREEMENT

Section 1. This Agreement shall be in full force and effect commencing July 1, 2020, and shall continue in full force and effect until June 30, 2025.

IN WITNESS WHEREOF, the parties hereto have caused these present to be signed by their duly authorized officers and representatives or either, on the 8th day of June, 2020.

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



Kevin H. Smith
Town Manager

**FOR THE UNION
AFSCME, LOCAL 1801**



Bobby Jones
New Hampshire Staff Representative

Appendix A

AFSCME LOCAL 1801

FY21 - 2.0% COLA - 7/1/20

CLERICAL	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
Department Assistant	\$19.08	\$19.66	\$20.24	\$20.85	\$21.47	\$22.12	\$22.80	\$23.48	\$24.20
Clerk's Assistant	\$20.03	\$20.62	\$21.24	\$21.89	\$22.54	\$23.18	\$23.91	\$24.64	\$25.40
Payroll Clerk, Acct. Payable Clerk, Land Use Assist.	\$21.27	\$21.92	\$22.57	\$23.24	\$23.95	\$24.62	\$25.40	\$26.14	\$27.04

MAINTENANCE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
Custodian	\$19.14	\$19.96	\$20.82	\$21.72	\$22.65	\$23.62	\$24.64	\$25.70	\$26.86
Police Department Facilities Manager	\$24.96	\$26.26	\$27.63	\$29.07	\$30.58	\$32.17	\$33.84	\$35.60	\$37.45

HIGHWAY	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
C - 1. Truck Driver	\$20.43	\$21.47	\$22.56	\$23.71	\$24.92	\$26.19	\$27.53	\$28.93	\$30.62
C - 2. Equipment Operator	\$22.42	\$23.59	\$24.82	\$26.11	\$27.47	\$28.90	\$30.40	\$31.98	\$33.63
C - 3. Mechanic/Equipment Operator	\$22.84	\$24.03	\$25.28	\$26.59	\$27.97	\$29.42	\$30.95	\$32.56	\$34.27
C - 4. Assistant Foreman	\$23.34	\$24.53	\$25.78	\$27.09	\$28.47	\$29.92	\$31.45	\$33.05	\$35.00
C - 5. Foreman	\$24.96	\$26.26	\$27.63	\$29.07	\$30.58	\$32.17	\$33.84	\$35.60	\$37.45

**AFSCME LOCAL 1801
FY22 - 2.0% COLA - 7/1/21**

CLERICAL	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
Department Assistant	\$19.46	\$20.05	\$20.64	\$21.27	\$21.90	\$22.56	\$23.26	\$23.95	\$24.68
Clerk's Assistant	\$20.43	\$21.03	\$21.66	\$22.33	\$22.99	\$23.64	\$24.39	\$25.13	\$25.91
Payroll Clerk, Acct. Payable Clerk, Land Use Assist.	\$21.70	\$22.36	\$23.02	\$23.70	\$24.43	\$25.11	\$25.91	\$26.66	\$27.58

MAINTENANCE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
Custodian	\$19.52	\$20.36	\$21.24	\$22.15	\$23.10	\$24.09	\$25.13	\$26.21	\$27.40
Police Department Facilities Manager	\$25.46	\$26.79	\$28.18	\$29.65	\$31.19	\$32.81	\$34.52	\$36.31	\$38.20

HIGHWAY	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
C - 1. Truck Driver	\$20.84	\$21.90	\$23.01	\$24.18	\$25.42	\$26.71	\$28.08	\$29.51	\$31.23
C - 2. Equipment Operator	\$22.87	\$24.06	\$25.32	\$26.63	\$28.02	\$29.48	\$31.01	\$32.62	\$34.30
C - 3. Mechanic/Equipment Operator	\$23.30	\$24.51	\$25.79	\$27.12	\$28.53	\$30.01	\$31.57	\$33.21	\$34.96
C - 4. Assistant Foreman	\$23.81	\$25.02	\$26.30	\$27.63	\$29.04	\$30.52	\$32.08	\$33.71	\$35.70
C - 5. Foreman	\$25.46	\$26.79	\$28.18	\$29.65	\$31.19	\$32.81	\$34.52	\$36.31	\$38.20

**AFSCME LOCAL 1801
FY23 - 2.0% COLA - 7/1/22**

CLERICAL	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
Department Assistant	\$19.85	\$20.45	\$21.05	\$21.70	\$22.34	\$23.01	\$23.73	\$24.43	\$25.17
Clerk's Assistant	\$20.84	\$21.45	\$22.09	\$22.78	\$23.45	\$24.11	\$24.88	\$25.63	\$26.43
Payroll Clerk, Acct. Payable Clerk, Land Use Assist.	\$22.13	\$22.81	\$23.48	\$24.17	\$24.92	\$25.61	\$26.43	\$27.19	\$28.13

MAINTENANCE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
Custodian	\$19.91	\$20.77	\$21.66	\$22.59	\$23.56	\$24.57	\$25.63	\$26.73	\$27.95
Police Department Facilities Manager	\$25.97	\$27.33	\$28.74	\$30.24	\$31.81	\$33.47	\$35.21	\$37.04	\$38.96

HIGHWAY	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
C - 1. Truck Driver	\$21.26	\$22.34	\$23.47	\$24.66	\$25.93	\$27.24	\$28.64	\$30.10	\$31.85
C - 2. Equipment Operator	\$23.33	\$24.54	\$25.83	\$27.16	\$28.58	\$30.07	\$31.63	\$33.27	\$34.99
C - 3. Mechanic/Equipment Operator	\$23.77	\$25.00	\$26.31	\$27.66	\$29.10	\$30.61	\$32.20	\$33.87	\$35.66
C - 4. Assistant Foreman	\$24.29	\$25.52	\$26.83	\$28.18	\$29.62	\$31.13	\$32.72	\$34.38	\$36.41
C - 5. Foreman & PD Facilities Manager	\$25.97	\$27.33	\$28.74	\$30.24	\$31.81	\$33.47	\$35.21	\$37.04	\$38.96

AFSCME LOCAL 1801
FY24 - 2.0% COLA - 7/1/23

CLERICAL	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
Department Assistant	\$20.25	\$20.86	\$21.47	\$22.13	\$22.79	\$23.47	\$24.20	\$24.92	\$25.67
Clerk's Assistant	\$21.26	\$21.88	\$22.53	\$23.24	\$23.92	\$24.59	\$25.38	\$26.14	\$26.96
Payroll Clerk, Acct. Payable Clerk, Land Use Assist.	\$22.57	\$23.27	\$23.95	\$24.65	\$25.42	\$26.12	\$26.96	\$27.73	\$28.69

MAINTENANCE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
Custodian	\$20.31	\$21.19	\$22.09	\$23.04	\$24.03	\$25.06	\$26.14	\$27.26	\$28.51
Police Department Facilities Manager	\$26.49	\$27.88	\$29.31	\$30.84	\$32.45	\$34.14	\$35.91	\$37.78	\$39.74

HIGHWAY	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
C - 1. Truck Driver	\$21.69	\$22.79	\$23.94	\$25.15	\$26.45	\$27.78	\$29.21	\$30.70	\$32.49
C - 2. Equipment Operator	\$23.80	\$25.03	\$26.35	\$27.70	\$29.15	\$30.67	\$32.26	\$33.94	\$35.69
C - 3. Mechanic/Equipment Operator	\$24.25	\$25.50	\$26.84	\$28.21	\$29.68	\$31.22	\$32.84	\$34.55	\$36.37
C - 4. Assistant Foreman	\$24.78	\$26.03	\$27.37	\$28.74	\$30.21	\$31.75	\$33.37	\$35.07	\$37.14
C - 5. Foreman	\$26.49	\$27.88	\$29.31	\$30.84	\$32.45	\$34.14	\$35.91	\$37.78	\$39.74

**AFSCME LOCAL 1801
FY25 - 2.0% COLA - 7/1/24**

CLERICAL	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
Department Assistant	\$20.66	\$21.28	\$21.90	\$22.57	\$23.25	\$23.94	\$24.68	\$25.42	\$26.18
Clerk's Assistant	\$21.69	\$22.32	\$22.98	\$23.70	\$24.40	\$25.08	\$25.89	\$26.66	\$27.50
Payroll Clerk, Acct. Payable Clerk, Land Use Assist.	\$23.02	\$23.74	\$24.43	\$25.14	\$25.93	\$26.64	\$27.50	\$28.28	\$29.26

MAINTENANCE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
Custodian	\$20.72	\$21.61	\$22.53	\$23.50	\$24.51	\$25.56	\$26.66	\$27.81	\$29.08
Police Department Facilities Manager	\$27.02	\$28.44	\$29.90	\$31.46	\$33.10	\$34.82	\$36.63	\$38.54	\$40.53

C - 1. Truck Driver	\$22.12	\$23.25	\$24.42	\$25.65	\$26.98	\$28.34	\$29.79	\$31.31	\$33.14
C - 2. Equipment Operator	\$24.28	\$25.53	\$26.88	\$28.25	\$29.73	\$31.28	\$32.91	\$34.62	\$36.40
C - 3. Mechanic/Equipment Operator	\$24.74	\$26.01	\$27.38	\$28.77	\$30.27	\$31.84	\$33.50	\$35.24	\$37.10
C - 4. Assistant Foreman	\$25.28	\$26.55	\$27.92	\$29.31	\$30.81	\$32.39	\$34.04	\$35.77	\$37.88
C - 5. Foreman	\$27.02	\$28.44	\$29.90	\$31.46	\$33.10	\$34.82	\$36.63	\$38.54	\$40.53