

AGREEMENT BETWEEN THE

***TOWN OF
LONDONDERRY***

and the

***LONDONDERRY ADMINISTRATIVE
EMPLOYEES ASSOCIATION
(L.A.E.A.)***

For the Period

JULY 1, 2003 through JUNE 30, 2006

***Final Draft
Prepared 12/10/03***

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ATTACHMENT A: SUPERVISORY PERFORMANCE EVALUATION

ARTICLE 1: PARTIES TO THE AGREEMENT

This agreement between the Town of Londonderry, New Hampshire (hereinafter “The Town”), and the Londonderry Administrative Employees Association (hereinafter “The Association”) is made and entered into on the ____ day of _____.

ARTICLE 2: PURPOSE

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

ARTICLE 3: RECOGNITION

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

Police Captains	Fire Department Captains	Highway Superintendent
Police Lieutenants	Town Accountant	Systems Administrator
Police Administrative Secretary	Assistant Building Inspector	Waste Water Technician
Fire Department Deputy Chief	Assistant Assessor	Junior Engineer
Fire Marshall	Solid Waste Coordinator/ Administrative Assistant	Bookkeeper/Payroll & Benefits Specialist
Executive Secretary	Assistant Town Planner	Code/Zoning Enforcement Officer
Appraiser	Assistant Public Works Director	Welfare Case Technician
Admin. Support Specialist		

ARTICLE 4: DEFINITIONS

1. AGREEMENT: Herein refers to this agreement between the Town of Londonderry, New Hampshire, and the Londonderry Administrative Employees Association.
2. ANNIVERSARY DATE: An employee’s anniversary date is defined as the date when the employee entered the full time service of the Town as provided on the Town’s personnel record.
3. ASSOCIATION: Hereinafter refers to the Londonderry Administrative Employees Association.
4. DEPARTMENT: A functional division of the Town.
5. EMPLOYEE: Hereinafter used, refers to members of the Association.
6. PROBATIONARY EMPLOYEE: A newly-hired employee working during an identified period whose ability to perform the responsibilities of his/her newly appointed position employees.
7. PROBATIONARY PERIOD: A probation period shall be six (6) months and may be extended for an additional six (6) months by the employee’s department head from the date of appointment to a position.
8. FULL TIME: Employees who have successfully completed a probationary period and are assigned to a weekly work schedule of thirty-five (35) or more hours.

9. REGULAR PART TIME: Employees who have successfully completed a probationary period and are assigned to a regular work week less than thirty-five (35) hours herein.
10. SENIORITY: The length of full time service with the Town, beginning with the employee's anniversary date.
11. SENIORITY BY RANK/POSITION: Shall be determined by the employees date of promotion and/or assignment to his/her current duties for the purposes of determining and/or assignment to his/her current rank for the purposes of determining the senior ranking employee.

ARTICLE 5: NON DISCRIMINATION

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

ARTICLE 6: MANAGEMENT RIGHTS

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

ARTICLE 7: ASSOCIATION OFFICERS

1. The Association Officer and Representatives shall be: The President, Chief Steward, Steward and an Alternate Steward.
2. The Association shall advise the Town of the names of the employees holding any office in the Association, as noted above.
3. Association Officers shall be permitted to process grievances during their scheduled tours of duty, provided that such grievance can be processed so as not to interfere with the normal operations of the Town and/or department, and further, the amount of time in which the officers are engaged in such activity is reasonable.

ARTICLE 8: MEMBERSHIP

An employee who joins the Association after the signing of this Agreement shall remain a member of the Association as a condition of continued employment during the terms of this Agreement period.

Any employee who discontinues his/her membership or chooses not to join the Association, shall pay an agency fee in the amount of 50% of the current Association dues, as a condition of continued employment during the terms of this Agreement.

Any employee who is not a full dues paying Association member during the term of this Agreement, shall be charged with an additional agency fee of 50% of all costs associated with the representation of their position and/or grievances or unfair labor practices filed by the Association on behalf of said employee, as a condition of continued employment. Said costs shall include the following, but is not limited to: legal fees, filing fees, telephone, postage, copying, travel expenses and any other fees determined by Association Officers to be associated costs of representation.

ARTICLE 9: NO STRIKE

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

ARTICLE 10: PROMOTIONAL PROBATIONARY PERIOD

1. Employees promoted to a higher rank or position shall serve a promotional probationary period as defined in Article 4: Definitions. During an employee's promotional probationary period, the employee's performance shall be critiqued at least twice, bringing to the employee's attention positive performance as well as suggestions for improvement. A written summary of the critique shall be provided to the employee.
2. Upon successful completion of the promotional probationary period, the employee shall be unconditionally appointed to the promotional position. An employee who, during or at the conclusion of the promotional probationary period, whose performance and/or conduct is deemed unsatisfactory by the department head, shall return to his/her previous position at the same rank, grade and rate of compensation prior to qualification for probationary promotional appointment. Nothing in this section shall be interpreted to limit the department head from imposing other appropriate disciplinary action for unsatisfactory performance or conduct.

ARTICLE 11: LAYOFF/RECALL

1. When it is necessary to reduce the number of employees within a department, layoffs will be made within the overall affected department(s) on the basis of seniority by rank/position; ie: the last employee hired to their range/position within the affected department(s) shall be the first laid-off.
2. Qualified and available full time employees within eighteen (18) months from the date of lay-off shall be reinstated before new employees are hired. They shall be recalled in reverse order of their layoff to positions within range and/or classification or to positions for which they are otherwise qualified.
3. In the event an employee is recalled to full time employment, seniority shall again begin to accumulate to the employee's seniority at the time of lay-off. Any benefits paid at the time of lay-off shall not be paid again. The employee shall be placed at the step in the appropriate salary range closest to his/her salary at the time of lay-off.

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

- A. Discharge
- B. Voluntary Quit, Resignation, or Retirement

ARTICLE 12: SCHEDULED WORK WEEK AND HOURS

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

<u>Position</u>	<u>Schedule</u>	<u>Hours/Week</u>
Deputy Fire Chief	M-F 8:00 AM - 4:00 PM	40
Fire Captains	24/72	42
Fire Marshall	M-F 8:00 AM - 4:00 PM	40
Police Captain	M-F 8:00 AM - 4:00 PM	40
Police Lieutenants	S-S 12 Week Rotating Schedule	40
Police Administrative Secty*	M-F 8:30 AM - 5:00 PM	40
Highway Superintendent	M-F 7:30 AM - 4:00 PM	40
Town Accountant	M-F 8:30 AM - 5:00 PM	40
Bookkeeper / Payroll & Benefits Specialist *	M-F 8:30 AM - 5:00 PM	40
Asst. Building Inspector*	M-F 8:00 AM - 4:30 PM	40
Asst. Assessor*	M-F 8:30 AM - 5:00 PM	40
Asst. Town Planner*	M-F 8:30 AM - 5:00 PM	40
Systems Administrator*	M-F 8:30 AM - 5:00 PM	40
Admin. Support Specialist	M-F 8:30 AM - 5:00 PM	40
Waste Water Technician*	M-F 8:30 AM - 5:00 PM	40
Solid Waste Coordinator/ Administrative Assistant*	M-F 8:30 AM - 5:00 PM	40
Junior Engineer*	M-F 8:30 AM - 5:00 PM	40
Code Enforcement Officer*	M-Th 8:30AM - 4:30 PM	32
Executive Secretary - *	M-F 8:30 AM - 5:00 PM	40
Appraiser*	M-F 8:30 AM - 5:00 PM	40
Assistant Public Works Director	M-F 8:30 AM - 5:00 PM	40
Welfare Case Technician	M-F 8:30 AM - 5:00 PM	40

* Non Exempt Employees

**Work schedule may vary from the above upon agreement between the employee and the Department Head subject to final approval by the Town Manager.

2. The Association recognizes that the work week and hours of the employees of the Police, Fire, and Highway Departments must be flexible in order to meet the operational requirements of their respective Departments.

3. Non-exempt employees shall be granted a one-half hour lunch break each work day and two fifteen minute rest breaks each working day.

Police Administrative personnel shall have a normal work week of five (5) eight hour days, followed by two (2) days of rest which might not be consecutive, depending on the emergency needs of the Department.

4. Non-exempt employees required to attend meetings, hearings, or other Town activity or are otherwise required to work in excess of the normal work schedule due to operational requirements of their Department shall be compensated in wages at a rate of one and one-half times, or subject to the mutual agreement of the Department Head and the employee, be granted compensatory time at the rate of time and one-half times.

5. Exempt employees required to attend meetings, hearings or other Town activity or are otherwise required to work in excess of the customary work schedule due to operational needs of their Department shall be granted Administrative time off due to extenuating personal needs. except for emergency situations , administrative time shall be scheduled subject to need of the department, with forty-eight (48) hours advance notice and may not exceed one day (shift) consecutively. No aspect of this provision shall be subject to the grievance procedure.
6. Non-exempt employees called back to work after having left the building at the end of their shift or during any other period of off-duty hours will be paid a minimum of three (3) hours at time and one-half at that employee's regular hourly rate, or, subject to the mutual agreement of the Department Head and the employee, be granted compensatory time at the rate of one and one-half times.
7. Non-exempt employees required to attend court during their off-duty hours shall be paid a minimum of three (3) hours at time and one-half at that employee's regular hourly rate, less the witness fee received by such employees, or compensatory time at the rate of one and one-half the time spent in court inclusive of the statutory witness fee.
8. Deputy Fire Chief/Fire Captains/Fire Marshalls who work special shift details shall, for each hour of scheduled special shift detail, be paid effective July 1, 2003, \$40 per hour; effective July 1, 2004, \$41 per hour; effective July 1, 2005, \$42 per hour.
9. Police Lieutenants and Police Captains scheduled for special shift details shall be paid effective July 1, 2003, \$40 per hour; effective July 1, 2004, \$41 per hour; effective July 1, 2005, \$42 per hour. Scheduled shift details shall be offered on a rotation list of Lieutenants followed by Captains on a seniority basis by their respective grades. Determination of the need for and scheduling of special shift details shall be at the sole discretion of the Chief of Police.

ARTICLE 13: RECRUITMENT/PROMOTIONS

1. Positions for all promotional opportunities covered by this agreement shall be posted on departmental bulletin boards for a period of at least fourteen (14) calendar days. The posting shall include the current position description, wage salary range, shift assignment, test procedure and including weight of part of the test (if any). At the Town's discretion, opening may be advertised simultaneously with internal postings.
2. When qualified, based on job descriptions, current employees shall be given first consideration for promotional opportunities.

ARTICLE 14: COMPENSATION AND PERFORMANCE BASED PAY PLAN

1. COMPENSATION - Town Proposal

1.1 The following Salary and Wage Schedule Base is in effect as of July 1, 2003 prior to CPI-U adjustments:

<u>Position</u>	<u>Minimum</u>	<u>Maximum</u>
Town Accountant	\$ 39,473	\$ 53,766
Bookkeeper/Payroll and Benefits Specialist*	\$ 30,585	\$ 40,327
Highway Superintendent	\$49,273	\$ 65,582
Asst. Building Inspector*	\$ 36,173	\$ 50,024
Deputy Fire Chief	\$ 56,955	\$ 70,702
Fire Captain	\$ 50,262	\$ 59,032
Fire Marshall	\$ 52,088	\$ 60,887
Police Captain	\$ 56,955	\$ 70,702
Police Lieutenant	\$ 48,574	\$ 62,051
Police Admin. Secretary *	\$ 26,841	\$ 34,385
Asst. Assessor*	\$ 36,173	\$ 50,024
Asst. Town Planner*	\$ 36,173	\$ 50,024
Systems Administrator*	\$ 36,173	\$ 50,024
Waste Water Technician*	\$ 44,016	\$ 53,943
Solid Waste Coordinator/ Administrative Assistant*	\$ 36,800	\$ 49,202
Admin. Support Specialist	\$ 40,499	\$ 55,164
Junior Engineer*	\$ 36,173	\$ 50,024
Code Enforcement Officer*	\$28,938	\$ 40,019
Executive Secretary - Police*	\$29,891	\$ 38,859
Appraiser*	\$30,585	\$ 40,327
Assistant Public Works Director	\$52,088	\$ 60,887
Welfare Case Technician	\$22,275	\$ 35,416

(The current Welfare Case Technician is compensated above the range for the position, and shall only be eligible for Cost-of-Living Adjustments until such time as the incumbent's compensation falls within the established range.)

*Non-exempt employee
**Based on 32 hour work week

1.2 Effective July 1, 2003 all members of the Association shall receive a cost of living adjustment based upon the Boston Regional Office Consumer Price Index referred to as CPI-U as published by the U.S. Department of Labor, for the twelve (12) month average for the period ending December 31, 2002, except that in no event shall such increase be less than three (3) percent or more than four and one-half (4 ½) percent. The salary and wage schedule ranges shall be adjusted to reflect said increases.

1.3 Effective July 1, 2004 all members of the Association shall receive a cost of living adjustment based upon the Boston Regional Office Consumer Price Index referred to

as CPI-U as published by the U.S. Department of Labor, for the twelve (12) month average for the period ending December 31, 2003, except that in no event shall such increase be less than three (3) percent or more than four and one-half (4 ½) percent. The salary and wage schedule ranges shall be adjusted to reflect said increases.

1.4 Effective July 1, 2005, all members of the Association shall receive a cost of living adjustment based upon the Boston Regional Office Consumer Price Index referred to as CPI-U as published by the U.S. Department of Labor, for the twelve (12) month average for the period ending December 31, 2004, except that in no event shall such increase be less than three (3) percent or more than four and one-half (4½) percent. The salary and wage schedule ranges shall be adjusted to reflect said increases.

1.5 Starting salaries may vary according to the credit given by the Town for relevant training, education and experience in excess of the minimum normally required for employment in each class and rank as determined by the functional department Head and/or the Employees Department Head or Immediate Supervisor.

2. **PERFORMANCE PAY PLAN**

2.1 Plan Administration:

2.1.a Each employee of the Association shall be evaluated at least once annually on or about the date of hire by their immediate supervisor. The evaluation shall become the basis for any available merit eligibility, and a determinant of unsatisfactory or substandard job performance.

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

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

2.1.c Employees are encouraged to maintain records of performance incidents throughout the evaluation year for use in supporting the yearly evaluation and all discussions up to and including appeals.

2.1.d Evaluations are to be as objective in nature as possible and may be appealed, but are not subject to the grievance procedure.

2.1.e Overall responsibility for administration of the program shall be vested with the Town Manager.

2.2 Evaluation Classification Levels:

<u>Evaluation Results</u>	<u>Merit Increase %</u>	
	<u>up to Classification Max. Rate</u>	<u>Over Classification Max. Rate</u>
Outstanding	5%	4.5%
Exceeds Expectations	4%	3.5%
Meets Expectations	3%	2%
Does Not Meet Minimum Requirements	0%	0%
Unsatisfactory	0%	0%

2.3 Evaluation Conditions:

- 2.3.a To achieve an overall evaluation result at a designated level, an employee must be evaluated as having achieved that rating or a higher rating on at least one half (1/2) of his/her applicable rating categories. An employee evaluated as “Outstanding” on one half (1/2) or more of his/her applicable rating categories, except as otherwise provided below, will be considered as “Outstanding” and shall receive a merit increase as provided above. An employee evaluated as at least “Exceeds Expectations” on one half (1/2) or more of his/her applicable rating categories, except as otherwise provided below, will be evaluated as “Exceeds Expectations” and receive a merit increase as provided above.
- 2.3.b In the event a rating category is not applicable to an employee’s job position, it should be so noted and not used in determining the employee’s evaluation result.
- 2.3.c Each category rating must be supported by specific details.
- 2.3.d In no event shall an employee rated as “Needs Improvement” in any category be eligible for a merit raise increase in excess of that provided for “Exceeds Expectations” regardless of overall rating score.
- 2.3.e Each category rating of “Does Not Meet Minimum Standards” must be supported by specific details and plan and time table, determined mutually by the employee and his/her supervisor, to achieve a rating of at least “Meets Expectations”. Failure to achieve an evaluation of at least “Meets Expectations” as provided in the plan and time table will result in disciplinary action.
- 2.3.f An employee rated as “Unsatisfactory” in any category will not be eligible for a merit increase in excess of that provided for “Meets Expectations” or if rated as “Unsatisfactory” in two or more categories will not be eligible for a merit increase; these provisions shall apply regardless of overall rating score and each such category rating must be supported by specific details and a plan and time table to achieve a rating of at least “Meets Expectations”. Failure to achieve a rating of at least “Meets Expectations” as provided in the plan and time table will result in additional disciplinary action up to and including termination.
- 2.3.g In the year that an employee achieves the maximum wage/salary rate for his/her

classification, such employee shall receive any differential “between his/her evaluation results” and the maximum wage/salary for his/her classification in a lump sum award on a pro-rata basis, in accordance with the “over classification max rate.” Thereafter, an employee will be eligible for a lump sum award annually, as provided in 2.1a and in 2.2 above, for his/her “evaluation results.”

2.3.h Appeals: In the event an employee is not in agreement with his/her immediate supervisor’s evaluation, he/she may appeal the evaluation through progressive supervisory levels up to the Town Manager. Decision of the Town Manager shall be binding.

ARTICLE 15: HOLIDAYS

1. Except as provided in 1.a, the following twelve (12) paid holidays shall be granted to Association members:

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

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

1.a Fire Captains shall not be eligible to the ½ day on December 24 or the ½ day on December 31.

2. If a non-exempt employee is required to work on a holiday which is his/her scheduled day off due to operational requirements, the employee shall be compensated with compensatory time off or pay, at the rate of one and one-half times in addition to his/her base pay for that day. Fire Captains shall be paid eight (8) hours holiday pay if they are not scheduled to work the holiday, or 12 hours holiday pay if they are scheduled to work the holiday.

3. If an exempt employee is required to work on a holiday, due to operational requirements of the Department, the employee shall be granted compensatory time off.

ARTICLE 16: VACATIONS

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

Length of Continuous Service:	Vacation Accrual Rate (Hours per Month)
Date of Hire to 72nd months of service	6.66
73 rd month through 144th month	10.00
145th month through 180 th month	13.33
181 st month through separation	14.00

1.2 Fire Captains:

- 1.2.a A Fire Captain, upon hire, is entitled to 105 hours of vacation leave per calendar year, accrued at the rate of 8.75 hours per month.
- 1.2.b A Fire Captain, upon completion of his/her sixth year of service, is entitled to 147 hours of vacation leave per calendar year, accrued at the rate of 12.25 hours per month.
- 1.2.c A Fire Captain, upon completion of his/her twelfth year of service, is entitled to 210 hours of vacation leave per calendar year, accrued at the rate of 17.5 hours per month.
- 1.2.d When a Fire Captain is on leave without pay for thirteen (13) or more cumulative shifts in any year, a pro-ratio deduction from vacation leave accrual will be subtracted from the employee's vacation time.
- 1.2.e Vacation credit earned after returning to work from an unpaid leave of absence will not be used to offset the time used as a leave of absence; however, unpaid leave of absence of more than thirteen (13) shifts will not count in calculations of earned vacation time.
- 1.2.f Deputy Fire Chief and Fire Marshal may request up to three (3) days of consecutive vacation with prior notice of twenty-four (24) hours. More than three (3) consecutive days will require one (1) week notice.
- 1.2.g Fire Captains requesting one (1) shift of vacation must give twenty four (24) hours notice. Fire Captains requesting two (2) or more consecutive shift require one (1) week notice.
- 1.2.h All vacations must be approved by the Fire Chief or his designee and are not grievable.
- 1.2.i Upon the death of a Fire Captain who was eligible for vacation, payment shall be made for the vacation credits earned in the year prior to the employee's death but which had not been used in addition to the portion of the vacation credit earned in the year during which the person died.

1.3 Police and Administrative Police Staff:

Length of Continuous Service:	Vacation Accrual Rate (Hours per Month)
Date of Hire to 24 months of service	6.66
25 th month through 36 th month	7.33
37 th month through 48 th month	8.00
49 th month through 60 th month	8.66
61 st month through separation	10.66

And so on, adding one (1) day of vacation for each continuous day of service to a

maximum of twenty one (21) days.

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's approval, use up to five (5) working days (or shifts) of the first year's vacation accrual.
3. With Department Head approval, an employee may take vacation accrued in advance of the schedule provided in Section 1.
4. Employees may carry over accrued vacation as long as the total carry over and current year's eligibility does not exceed two (2) times the yearly total to which the employee is entitled.
5. Vacation time shall be taken according to a sign-up schedule which shall be posted during the calendar month of March. All members shall indicate their schedule of preference. In instances of conflict, the rule of departmental seniority within the bargaining unit shall govern. The number of persons who may take a vacation at any one time shall be determined at the sole discretion of the Department Head.
6. When an employee terminates his/her employment with the Town for any reason other than cause, he/she shall be compensated for 100% of all accrued vacation, provided that the employee has given at least two (2) week's advance notice of his/her intent to terminate employment with the Town.
7. Regular part time employees shall be eligible to provisions of this Article on a pro-rata basis.

ARTICLE 17: SICK LEAVE

1. Except as provided in 1.a, Sick Leave shall accrue at the rate of one (1) day per month. Sick leave shall become due as earned at the end of the month and will accumulate if not used during the current year to maximum of ninety (90) days. Any employee who has accumulated in excess of ninety (90) days upon the effective date of this agreement, shall be grandfathered at that higher rate.
 - 1.a Fire Captains shall be entitled to sick leave at the rate of 100.8 hours per year and will accumulate if not used during the entire year to maximum of seven hundred fifty six (756) hours. Any employee who has accumulated in excess of seven hundred fifty six (756) hours days upon the effective date of this agreement, shall be grandfathered at that higher rate.
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 Employees Department Head or Immediate Supervisor, a doctor's certificate may be required for absence due to illness. When such certificate is required for three or more days of absence, it shall be at the expense of the employee. When a doctor's certificate is required for less than three days, it shall be at the expense of the Town.
3. Sick leave may be used for actual non-work related sickness or injury of the employee. Sick leave, at the discretion of the Department Head, may be granted to an instance of illness of a member of the employee's immediate family, not to exceed five (5) working days per year. For purposes of the Section, immediate family shall be: husband, wife, dependent child or parent of either the employee or employee's spouse.
4. At the time of voluntary termination of employment or layoff, an employee shall be entitled to receive compensation as follows:

YEARS OF SERVICE

1-5
6-10
11-15
16-20
21-25
25+

COMPENSATION

10 DAYS (-HOURS)
20 DAYS (-HOURS)
25 DAYS (-HOURS)
30 DAYS (-HOURS)
50 DAYS (-HOURS)
60 DAYS (-HOURS)

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

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

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

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

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 which in the service to the Town in the line of duty and for which the employee would be entitled to Worker's Compensation benefits.

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

10. Regular part time employees shall be eligible to provisions of this Article on a pro-rata basis.

ARTICLE 18: PERSONAL LEAVE

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

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

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

4. Employees shall be granted one (1) paid personal day per fiscal year at their standard daily rate. Scheduling shall be with the approval of the Department Head and may be taken in one-half (1/2) day increments. There shall be no carry-over of personal days from one fiscal year to the next.

ARTICLE 19: BEREAVEMENT LEAVE

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

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

2. Under extenuating circumstances, two (2) additional days may be granted under Paragraph 1 of this ARTICLE with written approval of the Department Head; such days will be without pay or charged to vacation time or sick leave at the employee's discretion.

3. Employees may be granted three (3) days paid leave in the event of a serious life-threatening illness of a member of that employee's immediate family; granting of any such leave shall be at the sole discretion of the Department Head and the Department Head's refusal to grant any such leave shall not be subject to the grievance or arbitration provisions set forth in ARTICLE 30 - GRIEVANCE PROCEDURE.

4. Regular part time employees shall be eligible to the provisions of this Article on a pro-rata basis.

ARTICLE 20: MILITARY LEAVE

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 21: JURY DUTY

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.

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

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

ARTICLE 22: INSURANCE

1. For employees on roll effective July 1, 2004, the Town shall contribute towards the cost of health insurance at eighty-five percent (85%) of the Blue Choice Plan One with Rider plan 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-five percent (15%) cost share of the Blue Choice Plan. In the event the employee opts for a less expensive plan than the Blue Choice, the Town shall contribute one hundred percent (100%) for such plan for single, two person or family coverage.

For employees hired on or after July 1, 2004, the Town shall contribute towards the cost of health insurance selected by the eligible employee at seventy-five percent (75%) regardless of plan for single, two-person or family coverage, except 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-five percent (25%) cost share of the Blue Choice Plan.

Employees promoted into the unit after June 30, 2004, shall retain the same level of coverage received prior to promotion.

2. Employees on roll effective July 1, 2004, and participating in buyout: 50% of cost Blue Choice-One premium for single, two (2) person or family coverage as applicable adjusted for 15% cost share so long as the employee maintains "buyout" status:

Employees hired after July 1, 2004, employees on roll July 1, 2004 and opting for "buyout" for the first time and employees who change from "buyout" status shall receive 50% of the single person premium cost (adjusted for cost share based on 1. above) of the plan in which the employee was enrolled up to a maximum of \$2,500.00. If not previously enrolled in a plan the employee "buyout" will be at 50% of premium cost up to a maximum of \$2,500.00 adjusted for the 15% or 25% cost share as applicable for single person coverage for the least expensive plan.

Employees promoted into the unit after June 30, 2003, shall retain the same level of coverage received prior to promotion or transfer unless their status changes in such case they shall receive "buyout" as provided in the above paragraph.

3. Dental Insurance:

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

4. Life Insurance and Disability:

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

5. Short and Long Term Disability:

- 5.1 The Town shall provide, at no expense to employees, short-term disability insurance covering non-work related accidents and illness to commence on the fifteenth (15) day of such illness or accident with a maximum benefit period of twenty-six (26) weeks at 66 2/3% of the employee's basic weekly earnings to a maximum of seven hundred fifty dollars (\$750).

- 5.2 The Town shall provide , at no expense to employees, long term disability insurance covering non-work related accidents or illness to commence in the twenty-sixth (26) week of such accident or illness at seventy percent (70%) of the employee's basic monthly earnings.

6. Indemnification of Association Members:

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

7. Flexible Benefit Plan:

7.1 Employees shall be eligible to participate in the Town's Flexible Benefit Plan eligibility for health insurance and a health insurance buyout as provided in Sections 1 and 2 of this Article. Each Plan Year shall extend from July 1, through June 30 of each year for the life of the contract. Personal election forms and options for each Plan Year shall be published sufficiently in advance of July 1 of each year to provide for employee enrollment / changes / cancellation.

8. Medi-Comp III:

8.1 The Town shall provide Medi-Comp III coverage, at the employees expense, to employees who, upon reaching sixty-five (65) years of age and qualifying for retirement under the rules and regulations of the New Hampshire Retirement System, retire from employment with the Town provided that such employees have worked for the Town for a minimum of ten (10) years.

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

ARTICLE 23: WORKERS' COMPENSATION

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

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

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

ARTICLE 24: CLOTHING

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

2. For Police Department employees, replacement will be on an as-needed basis. The Town also agrees for Police Department employees, to clean uniforms, except shirts.

3. Police Department members are not required to wear plain clothes.

4. Fire Association members, effective on the signing of the Agreement, and each successive fiscal year thereafter, will be provided an "on account" amount of Four Hundred Dollars (\$400) for each member of the unit, each year, for the purpose of replacing damaged, worn, and unserviceable clothing. Other items deemed necessary to perform the job may be purchased with the clothing allowance, subject to approval by the Fire Chief.

5. Any clothing provided by the Town, including boots, other than police or fire uniforms that do not bear the Town logo and can be worn off duty are subject to Federal Income Tax.

ARTICLE 25: EDUCATIONAL INCENTIVE

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

2. Any employee hired on or after July 1, 1994 who achieves a Master's or Doctorate degree in a directly function-related curriculum as determined by the functional Department Head shall receive a one-time lump sum award of \$500 for each such degree, except that there shall be no multiple awards for multiple degrees.

3. Employees shall receive actual tuition payments for courses passed 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 on a first come first served basis up to a total of Five Thousand Dollars (\$5,000) per contract year for all association members; excepting that in the event that any portion of the Five Thousand Dollars (\$5,000) is not disbursed in any contract year, such balance shall be carried over to the next contract year, except that in no event shall a combined carry-over and current contract year appropriation exceed Ten Thousand Dollars (\$10,000).

ARTICLE 26: CERTIFICATION INCENTIVES

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

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

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

EMT D	\$250 annually
EMT I	\$250 annually
Firefighter - Level 3	\$300 annually
Driver/Pump operator	\$200 annually
Fire Officer 1	\$500 annually
Fire Officer 2	\$500 annually
Instructor	\$200 annually

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

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

ARTICLE 27: OUTSIDE WORK DETAILS

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

ARTICLE 28: DISCIPLINE AND TERMINATION FOR CAUSE

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

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

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

ARTICLE 29: GRIEVANCE PROCEDURE

1. Definition

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

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

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

3. If the employee is not satisfied with the Department Head’s decision, he/she may file, within three (3) working days following the Department Head’s decision, a written appeal with the Employees Department Head or Immediate Supervisor or his/her designated representative, who shall hold an informal hearing with the affected employee, a representative of the Association, and the Department Head, within five (5) working days of the receipt of the appeal, and provide a written decision within five (5) working days.

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

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

ARTICLE 30: FAMILY AND MEDICAL LEAVE

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 to 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 Employees Department Head or Immediate Supervisor. 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 Employees Department Head or Immediate Supervisor 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 (½) 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 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 (½) usage required for a type C FMLA leave.

When an employee requests any leave of absence which qualifies as leave under the FMLA, the Employees Department Head or Immediate Supervisor 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. 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.

4. 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.

5. 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.

6. 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 31: DURATION OF AGREEMENT

This agreement shall be in full force and effect when enacted and shall expire on midnight, June 30, 2006.

ARTICLE 32: MUTUAL AGREEMENT

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

ARTICLE 33: SEVERABILITY

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

ASSOCIATION

TOWN

President **Date**

Town Manager **Date**

Chief Steward **Date**

Steward **Date**

Alternate Steward **Date**

**TOWN OF LONDONDERRY
PERFORMANCE EVALUATION
LAEA**

Employee: _____ **Date of Hire:** _____

Title: _____ **Anniversary Date:** _____

Appraisal Period From: _____ **To:** _____ **Date of Appraisal:** _____

INSTRUCTIONS

1. The Employees Department Head or Immediate Supervisor shall advise the employee two weeks in advance of the upcoming appraisal and give the employee a performance evaluation form to complete the self-rating section independently.
2. The Employees Department Head or Immediate Supervisor shall complete each item on the form and attach additional sheets if necessary. The employee shall complete the self-rating in Sections I & II and provide the Employees Department Head or Immediate Supervisor with a copy prior to the appraisal interview (Section IV).
3. In Section I, the employee and the Employees Department Head or Immediate Supervisor shall independently rate the employee's performance in each of the performance dimensions.

Consider each performance dimension separately and do not allow your rating on one dimension to influence your judgment on others. For each, provide specific examples or critical incidents of performance to explain and support your ratings.

4. In Section II, the employee and the Employees Department Head or Immediate Supervisor shall list, comment on and independently evaluate progress made on the objectives decided upon by the employee and Employees Department Head or Immediate Supervisor in the previous appraisal interview which the employee was held accountable for during this appraisal period.
5. Section III: should be used for the Employees Department Head or Immediate Supervisor's comments on the employee's performance, for example: Outstanding achievements, strengths, weaknesses, unique capabilities, developmental needs and overall work product.
6. In Section IV, the employee and the Employees Department Head or Immediate Supervisor shall meet and discuss differences in perceptions in Sections I & II.
7. Section V shall be completed at a meeting of the employee and Employees Department Head or Immediate Supervisor. The participants shall discuss and list mutual objectives to be accomplished during the ensuing year. If possible, the criteria by which each objective will be measured shall also be listed.
8. The employee shall use Section VI to make desired comments concerning the evaluation and sign and date the form.

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

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

RATING SCALE

1) **Does Not Apply**

2) **Does Not Meet Minimum Requirements** -- Results show deficiencies which seriously interfere with the attainment of the principal responsibilities of the job.

Needs Improvement

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

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

5) **Meets Expectations** -- Results show job responsibilities are being performed competently.

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

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

APPRAISAL OF PERFORMANCE

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

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

**EXEMPT EMPLOYEE
PERFORMANCE DIMENSIONS**

Employee

Supervisor

1. COMMUNICATIONS

Comments: ADM – _____

EMP – _____

2. ABILITY TO ANALYZE AND SOLVE PROBLEMS

Comments: ADM – _____

EMP – _____

3. DECISION MAKING

Comments: ADM – _____

EMP – _____

4. PLANNING & ORGANIZATION

Comments: ADM – _____

EMP – _____

5. MANAGEMENT CONTROL

Comments: ADM – _____

EMP – _____

6. LEADERSHIP

Comments: ADM – _____

EMP – _____

**EXEMPT EMPLOYEE
PERFORMANCE DIMENSIONS**

7. INTERPERSONAL SENSITIVITY

Comments: ADM – _____

EMP – _____

8. FLEXIBILITY AND INNOVATION

Comments ADM – _____

EMP – _____

9. HANDLING STRESS

Comments: ADM – _____

EMP – _____

10. TECHNICAL KNOWLEDGE

Comments: ADM – _____

EMP – _____

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

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

	ADM	EMP
1) _____	_____	_____

Rating:

Comments: _____

**EXEMPT EMPLOYEE
PERFORMANCE DIMENSIONS**

2) _____

Rating:

Comments: _____

3) _____

Rating:

Comments: _____

4) _____

Rating:

Comments: _____

5) _____

Rating:

Comments: _____

6) _____

Rating:

Comments: _____

7) _____

Rating:

**EXEMPT EMPLOYEE
PERFORMANCE DIMENSIONS**

Comments: _____

8) _____

Rating:

Comments: _____

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

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

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

EXEMPT EMPLOYEE
PERFORMANCE DIMENSIONS

1) _____

2) _____

3) _____

4) _____

5) _____

6) _____

7) _____

8) _____

VI. EMPLOYEE'S COMMENTS (OPTIONAL):

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

SIGNATURE OF EMPLOYEE: _____ **DATE:** _____

VII. RECOMMENDATION FOR MERIT INCREASE:

_____ Grant merit increase as scheduled.

**EXEMPT EMPLOYEE
PERFORMANCE DIMENSIONS**

_____ Delay merit increase _____ days pending further evaluation.

_____ Deny merit increase for this evaluation period.

SIGNATURE OF DEPARTMENT HEAD OR IMMEDIATE SUPERVISOR

_____ **DATE:** _____

APPROVAL OF TOWN MANAGER: _____ **DATE:** _____

EXEMPT EMPLOYEE
PERFORMANCE DIMENSIONS

COMMUNICATIONS

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

Is able to persuade, summarize and justify ideas.

Actively listens.

Accepts and offers constructive criticism.

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

ABILITY TO ANALYZE AND SOLVE PROBLEMS

Understands and correctly interprets situations.

Correctly identifies problems and their causes.

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

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

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

Uses common sense and discretion.

DECISION MAKING

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

Identifies possible alternative solutions and chooses the appropriate one.

Realizes possible ramifications and impact of each decision.

Makes timely decisions.

PLANNING AND ORGANIZATION

Sets realistic goals and objectives and establishes logical priorities so as to maximize staff and material

EXEMPT EMPLOYEE
PERFORMANCE DIMENSIONS

resources to increase efficiency.

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

MANAGEMENT CONTROL

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

Coordinates and delegates work within the department.

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

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

Works towards affirmative action goals.

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

Optimizes productivity within financial resources.

LEADERSHIP

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

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

Is assertive, impartial and shows good initiative.

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

Displays loyalty to the organization and dedication to the job.

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

Promotes a positive personal, professional and organizational image.

INTERPERSONAL SENSITIVITY

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

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

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

EXEMPT EMPLOYEE
PERFORMANCE DIMENSIONS

Maintains an open and approachable manner.

Is able to separate personal feelings from business matters.

FLEXIBILITY AND INNOVATION

Is open minded and able to adapt to changing circumstances.

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

Displays originality and resourcefulness.

HANDLING STRESS

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

Is able to persevere and defend solutions under adverse conditions.

Maintains a high level of motivation.

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

TECHNICAL KNOWLEDGE

Level of technical skill is consistent with present job requirements.

Keeps abreast of technical and legal developments in the field.

NON-EXEMPT EMPLOYEE PERFORMANCE EVALUATION

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

1. DEPENDABILITY

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

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

Comments:

2. DISCRETION:

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

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

Comments:

NON-EXEMPT EMPLOYEE PERFORMANCE EVALUATION

3. PUBLIC CONTACT:

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

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

Comments:

4. INITIATIVE:

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

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

Comments:

5. COOPERATION:

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

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

Comments:

NON-EXEMPT EMPLOYEE PERFORMANCE EVALUATION

6. JOB KNOWLEDGE:

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

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

Comments:

7. PLANNING:

Effectively plans work; controls workload well.

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

Comments:

8. SAFETY:

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

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

NON-EXEMPT EMPLOYEE PERFORMANCE EVALUATION

9. TECHNICAL PROFICIENCY:

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

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

Comments:

10. DECISION MAKING:

Makes sound decisions which provide basis for quality service.

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

Comments:

11. SUPERVISOR'S SUMMARY:

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

Comments:

SUPERVISOR'S SIGNATURE - DATE

NON-EXEMPT EMPLOYEE PERFORMANCE EVALUATION

EMPLOYEE'S COMMENTS:

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

SIGNATURE OF EMPLOYEE: _____ **DATE:** _____

RECOMMENDATION FOR MERIT INCREASE:

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

SIGNATURE OF DEPARTMENT HEAD OR IMMEDIATE SUPERVISOR

_____ ***DATE*** _____

APPROVAL OF TOWN MANAGER: _____ **DATE:** _____

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