AGREEMENT BETWEEN THE

TOWN OF LONDONDERRY

and the

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

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

For the Period

JULY 1, 2017 through JUNE 30, 2020

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ARTICLE 1: PARTIES TO THE AGREEMENT

This agreement between the Town of Londonderry, New Hampshire (hereinafter "The Town"), and AFSME Council 93 (LAEA – Public Safety) (hereinafter "The Association") is made and entered into on the 22nd day of June, 2017.

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
Police Lieutenants
Police Exec. Secretary
Police Administrative Secretary
Fire Battalion Chief
Fire Marshal and/or Division Chief of Fire Protection
Fire Exec. Secretary

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

ARTICLE 4: DEFINITIONS

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

2. ANNIVERSARY DATE: An employee's anniversary date is defined as the date when the employee entered the full time service of the Town as provided on the Town's personnel record.

3. ASSOCIATION: Hereinafter refers to the AFSME Council 93 (LAEA – Public Safety)

4. DEPARTMENT: A functional division of the Town.

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

6. PROBATIONARY EMPLOYEE: A newly hired employee working during an identified period whose ability to perform the responsibilities of his/her newly appointed position employees.

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

8. FULL TIME: Employees who have successfully completed a probationary period and are assigned to a weekly work schedule of thirty-five (35) or more hours.

9. REGULAR PART-TIME: Employees who have successfully completed a probationary period and are assigned to a regular workweek 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 employee's date of promotion and/or assignment to his/her current duties for the purposes of determining seniority and/or assignment to his/her current rank for the purposes of determining the senior ranking employee.

ARTICLE 5: NON DISCRIMINATION

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

ARTICLE 6: MANAGEMENT RIGHTS

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

ARTICLE 7: ASSOCIATION OFFICERS

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

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

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

ARTICLE 8: MEMBERSHIP

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 are not limited to the following: 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 whose performance and/or conduct, during or at the conclusion of the promotional probationary period, is deemed unsatisfactory by the department head, shall return to his/her previous position at the same rank, grade and rate of compensation prior to qualification for probationary promotional appointment. Nothing in this section shall be interpreted to limit the department head from imposing other appropriate disciplinary action for unsatisfactory performance or conduct.

ARTICLE 11: LAYOFF/RECALL

1. When it is necessary to reduce the number of employees within a department, layoffs will be made within the overall affected department(s) on the basis of seniority by rank/position; ie: the last employee hired to their range/position within the affected department(s) shall be the first laid-off.

2. 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 usually be as follows:

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

* Non Exempt Employees

2. The Association recognizes that the workweek and hours of the employees of the Police and Fire Departments must be flexible in order to meet the operational requirements of their respective Departments. Accordingly, the Department Head and any member who works a weekday schedule may mutually agree to a schedule which differs from the normal work schedule set forth in paragraph 1. of this Article.

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

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

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

6. Exempt employees required to attend meetings, hearings or another Town activity or who are otherwise required to work in excess of the customary work schedule due to operational needs of their Department shall be granted administrative time off due to extenuating personal needs. Except for emergency situations, administrative time shall be scheduled subject to needs of the Department with forty-eight (48) hours advance notice and may not exceed one day (shift) consecutively. Employees may exercise the option to cash out a maximum of forty (40) hours of administrative time per fiscal year during the first pay period in June.

7. Employees who return to work prior to the next normal shift for attendance at Board or Commission meetings, for which the employee's job description requires their attendance, shall be compensated for the

actual hours worked, or, if the meeting's duration is less than three (3) hours, the employee may perform meeting-related duties after the meeting. The amount of time worked under these circumstances, including the meeting, shall not exceed a total of three (3) hours. Employees shall be compensated at the rate of time and one-half for all time actually worked.

8. Non-exempt employees required to attend court during their off-duty hours shall be paid a minimum of three (3) hours at time and one-half at that employee's regular hourly rate, less the witness fee received by such employees, or compensatory time at the rate of one and one-half the time spent in court inclusive of the statutory witness fee.

9. Fire Battalion Chiefs/Fire Marshal/Division Chief of Fire Prevention who work Shift Details shall, for each hour of scheduled special Shift Detail, be paid at the rate of time and one-half of the employee's regular rate of pay. For the purposes of this Agreement, "Shift Details" are defined as those worked by Public Safety employees who are called to work an unscheduled shift.

10. Police Lieutenants and Police Captains scheduled for Shift Details shall be paid at the rate of time and one-half of the employee's regular rate of pay. Scheduled Shift Details shall be offered on a rotation list of Police Lieutenants followed by Police Captains on a seniority basis within their respective grades. The list, once started, shall continue ad infinitum, for the balance of this contract. The determination of the need for and scheduling of special Shift Details shall be at the sole discretion of the Chief of Police or his designee, as the needs of the agency require.

11. Fire Battalion Chief Shifts will be covered either by the Battalion Chief of Operations or other shift Battalion Chiefs only. The Battalion Chief of Operations will cover open shifts Monday through Friday during their normal scheduled duty hours. In the event the Battalion Chief of Operations is not available during their normal hours or the shift is at night, on the weekends or on holidays, a Battalion Chief will be hired to cover the time. All Battalion Chiefs will be on one overtime list. Any open shift will be offered as overtime to the Battalion Chief by seniority with the lowest amount of hours until filled. The list will reset to zero on January 1st of each year. Any new Battalion Chief promoted into the unit will carry their total overtime hours from their previous collective bargaining unit to avoid having that person start with zero (0) hours.

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, the opening may be advertised simultaneously with internal postings.

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

3. The Battalion Chief of Operations will be chosen by a resume review and interview by the Chief of the Department. To be considered, a candidate must generally have been a Battalion Chief in this bargaining unit for three (3) years.

ARTICLE 14: COMPENSATION AND PERFORMANCE BASED PAY PLAN

1. The Salary and Wage Schedule effective July 1, 2017 shall be as provided in Appendix A, and the salary ranges shall be adjusted in FY19 and FY 20 per the cost of living increases as set forth below in 1.2 and 1.3.

1.1 Effective July 1, 2017 the cost of living increase shall be 2.5% for all members of the unit.

1.2 Effective July 1, 2018 the cost of living increase shall be 2.0% for all members of the unit.

1.3 Effective July 1, 2019 the cost of living increase shall be 2.0% for all members of the unit.

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

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

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

- Evaluations shall be completed by the supervisor or manager in a narrative format. Appendix B need not be used as the supervisor or manager will be writing a narrative type report.
- Performance Dimensions that should be considered within the narratives include the following: Communications, Problem Solving, Decision Making, Planning and Organization, Management Control, Leadership, Interpersonal Sensitivity, Flexibility and Innovation, Handling Stress and Technical Knowledge.
- The following 1 through 5 sections shall be covered to make a completed evaluation:

1. A paragraph documenting the Employee's performance since his/her last evaluation.
2. A paragraph commenting on the previous year's goals.
3. A paragraph listing future goals.
4. If necessary a paragraph addressing any deficiencies and the process to correct them.
5. At the end of the evaluation the evaluation author shall rate the employee as in section 2.2 of this Article titled Evaluation Classification Levels and the appropriate overall rating shall be the basis for any Merit due.

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

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

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

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

2.2 Evaluation Classification Levels:

Evaluation Results	Merit Increase % Max. Rate
Outstanding	3.0%
Exceeds Expectations	2.5%
Meets Expectations	1.5%
Does Not Meet Minimum Requirements	0%
Unsatisfactory	0%

2.3 Evaluation Conditions:

2.3.a For non-exempt employees: To achieve an overall evaluation result at a designated level, an employee must be evaluated as having achieved that rating or a higher rating on at least one half (1/2) of his/her applicable rating categories. An employee evaluated as "Outstanding" on one half (1/2) or more of his/her applicable rating categories, except as otherwise provided below, will be considered as "Outstanding" and shall receive a merit increase as provided above. An employee evaluated as at least "Exceeds Expectations" on one half (1/2) or more of his/her applicable rating categories, except as otherwise

provided below, will be evaluated as "Exceeds Expectations" and receive a merit increase as provided above.

For exempt employees: To achieve an overall evaluation result an employee must be granted the overall rating by his/her supervisor and the rating must be backed up by documentation within the narrative form evaluation, as outlined in section 2.1b. of this Article.

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 timetable, determined mutually by the employee and his/her supervisor, to achieve a rating of at least "Meets Expectations". Failure to achieve an evaluation of at least "Meets Expectations" as provided in the plan and time table will result in disciplinary action.

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 timetable to achieve a rating of at least "Meets Expectations". Failure to achieve a rating of at least "Meets Expectations" as provided in the plan and time table will result in additional disciplinary action up to and including termination.

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. The decision of the Town Manager shall be binding.

ARTICLE 15: HOLIDAYS

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

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

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

2.a If a non-exempt employee is required to work 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.

2.b Fire Battalion Chiefs shall be paid eight (8) hours holiday pay if they are not scheduled to work the holiday, or 12 hours holiday pay if they are scheduled to work the holiday, except for December 24 or 31, whereby Fire Battalion Chiefs shall be paid six (6) hours holiday pay if they are scheduled to work the holiday, or four (4) hours holiday pay if they are not scheduled to work. The Battalion Chief of Operations will not receive holiday pay and will instead receive the day off on the day recognized by the Town as the holiday. If an exempt employee is required to work on a holiday, due to operational requirements of the Department, the employee shall be granted compensatory time off.

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 and shall accrue upon the following schedule:

Length of Continuous Service:	Vacation Accrual Rate (Hours per Month)
Date of Hire to 24 months of service	6.66
25th month through 36th month	7.33
37th month through 48th month	8.00
49th month through 60th month	8.66
61st month through 84th month	10.66
85th month through 120th month	11.33
121st month through separation	14.00

1.2 Fire Battalion Chiefs:

1.2.a A Fire Battalion Chief, upon hire, is entitled to 105 hours of vacation leave per calendar year, accrued at the rate of 8.75 hours per month.

1.2.b A Fire Battalion Chief, upon completion of his/her sixth year of service, is entitled to 147 hours of vacation leave per calendar year, accrued at the rate of 12.25 hours per month.

1.2.c A Fire Battalion Chief, upon completion of his/her twelfth year of service, is entitled to 210 hours of vacation leave per calendar year, accrued at the rate of 17.5 hours per month.

1.2.d When a Fire Battalion Chief 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 The Fire Marshal/Division Chief of Fire Prevention may request up to three (3) days of consecutive vacation with prior notice of twenty-four (24) hours. More than three (3) consecutive days will require one (1) week notice.

1.2.g Fire Battalion Chiefs requesting one (1) shift of vacation must give twenty four (24) hours' notice. Fire Battalion Chiefs requesting two (2) or more consecutive shifts of vacation require one (1) week notice.

1.2.h All vacations must be approved by the Fire Chief or his designee and such decisions are not grievable.

1.2.i Upon the death of a Fire Battalion Chief who was eligible for vacation, payment shall be made to said Fire Battalion Chief's survivors or estate for the vacation credits earned in the year prior to the employee's death but which had not been used in addition to the portion of the vacation credit earned but not used in the year during which Fire Battalion Chief died.

2. A newly hired employee will not be permitted to schedule vacation during his/her six (6) month Probationary Period and will not be eligible to any vacation accrual 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) weeks' advance notice of his/her intent to terminate employment with the Town.

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

8. Any employee eligible to carry over vacation days may opt for payment of up to five (5) vacation days on his/her anniversary date.

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

ARTICLE 17: SICK LEAVE

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

For the duration of the Agreement, employees who have ten (10) years of service and have accumulated at least 30 days of sick leave may cash in up to six (6) sick leave days per fiscal year. The days deducted from the employee's sick leave bank shall be three (3) times the number of days cashed in, and shall be subject to the accrual limitations as set forth in Sections 1 and 1a. of this Article.

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

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

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

2. The Town shall have the right at all times to investigate any sickness claimed by an employee. At the discretion of the Employee's Department Head or Immediate Supervisor, a doctor's certificate may be required for absence due to illness. When such certificate is required for three or more days of absence, it shall be at the

expense of the employee. When a doctor's certificate is required for less than three days, it shall be at the expense of the Town.

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

4. At the time of voluntary termination of employment or layoff, an employee shall be entitled to receive compensation as follows:

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

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

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

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

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

7. Any non-work related accident or illness in excess of fifteen (15) consecutive calendar days shall be treated in accordance with ARTICLE 23 - INSURANCE, Section 5 - Short Term Disability; however, an employee may elect to use accrued sick time to supplement any STD payments to maintain his/her full wages during the term of disability until all such accrued sick leave has been exhausted.

8. Employees who are re-employed following an absence of not more than one year shall be credited with their remaining unused sick leave, exclusive of payment made in accordance with Section 4 of this ARTICLE, as of their termination date provided that the absence was due to: (a) illness of the employee and not because of illness of the employee's immediate family member(s); (b) dismissal through no fault or delinquency attributable solely to such employee; or (c) an injury resulting from 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 for provisions of this Article on a pro-rata basis.

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

ARTICLE 18: PERSONAL LEAVE

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

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

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

4. Employees shall be granted one (1) paid personal day per fiscal year at their standard daily rate. Scheduling shall be with the approval of the Department Head and may be taken in one-half (½) day increments. There shall be no carry-over of personal days from one fiscal year to the next.

ARTICLE 19: BEREAVEMENT LEAVE

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

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

2. Under extenuating circumstances, one (1) shift for 42 hour employees and (2) shifts for 40 hour employees may be granted under Paragraph 1 of this ARTICLE with written approval of the Department Head; however, such shift(s) will be without pay or charged to vacation time or sick leave at the employee's discretion.

3. Employees may be granted two (2) shifts for 42 hour employees and (3) shifts for 40 hour employees of paid leave in the event of a serious life-threatening illness of a member of that employee's immediate family; however, the granting of any such leave shall be at the sole discretion of the Department Head and the Department Head's refusal to grant any such leave shall not be subject to the grievance or arbitration provisions set forth in ARTICLE 30 - GRIEVANCE PROCEDURE.

4. Regular part-part time employees shall be eligible for 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 upon satisfactory evidence of such service and pay provided to the employee's immediate supervisor.

ARTICLE 21: JURY DUTY

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

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

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

ARTICLE 22: INSURANCE

1.A. Effective July 1, 2017, the Town shall contribute towards the cost of health insurance selected by the eligible employee as follows: 100% of the premium for Lumenos - High-Deductible Health Plan for single, two-person or family coverage. In the event an employee opts for 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.

1.B. For employees who opt to participate in the Lumenos plan, the Town shall contribute to the employee's Health Savings Account as follows:

FY2018	$2,500 single coverage / $5,000 two-person or family coverage
FY2019	$1,000 single coverage / $2,000 two-person or family coverage
FY2020	$1,000 single coverage / $2,000 two-person or family coverage

Payments to the Health Savings Account shall be made in the first pay period in July 2017, July 2018, and July 2019. At the expiration of this agreement, and until a subsequent agreement is reached, the Town's HSA contributions will continue at $1,000 for single coverage and $2,000 for two person or family coverage.

1. C. The Town shall offer Members who opt out of the Town's health insurance plan a buyout of health insurance premiums of $10,000.00 per year ($833.33 per monthly payment) for the family plan, $7,600.00 ($633.33 per monthly payment) for the 2-person plan, and $4,000.00 ($333.33 per monthly payment) for the single person plan for all Members hired prior to 7/1/17 who currently receive health insurance from the Town, upon proof of alternative employer-sponsored coverage.

Buyout payments shall be made in equal amounts in the employee's weekly paycheck. If a Member's status of qualification changes after they are receiving the insurance buyout (i.e., family plan, 2-person plan or single plan), the Member shall be eligible to receive the appropriate amount whether it is an increase to the family or 2-person plan or a decrease to the 2-person or single plan.

1.D Members hired after 7/1/17 and current members already opting out of health insurance from the Town shall receive a buyout rate of $3,500 per year ($291.67 per month), upon proof of alternative employer-sponsored coverage. Buyout payments shall be made in equal amounts in the employee's weekly paycheck.

1. Dental Insurance:

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

2. 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 $100,000, with benefits for dismemberment.

3. 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 sixteenth (16th) day of such illness or accident with a maximum benefit period of twenty-six (26) weeks at 66 2/3% of the employee's basic weekly earnings to a 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 after the twenty-sixth (26) week of such accident or illness at 66 2/3% of the employee's basic monthly earnings.

4. 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.

5. 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.

6. Medi-Comp III:

   8.1 The Town shall provide Medi-Comp III coverage, at the employee's expense, to employees who, upon reaching sixty-five (65) years of age and qualifying for retirement under the rules and

regulations of the New Hampshire Retirement System, retire from employment with the Town provided that such employees have worked for the Town for a minimum of ten (10) years.

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

2. If an employee is denied benefits, he/she must repay the Town for all compensation received by virtue of payments provided under Paragraph 1. 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.

ARTICLE 24: CLOTHING

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

2. Employees required to wear a uniform shall receive an annual uniform allowance of eight hundred dollars ($800.00) per year for the purposes of purchasing and maintaining required uniforms. The allowance shall be paid as a lump sum to the member. The parties agree, as a material term of this Agreement, that the member is fully responsible for his/her uniform and its appearance.

3. 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, is 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 Eight Thousand Dollars ($8,000) per contract year for all association members; excepting that in the event that any portion of the Eight Thousand Dollars ($8,000) 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 Officers. Compensation and scheduling for Outside Work Details for Fire Department members shall be on the same terms, conditions, and rates as provided for Fire Fighters.

ARTICLE 28: DISCIPLINE AND TERMINATION FOR CAUSE

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

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

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

ARTICLE 29: GRIEVANCE PROCEDURE

1. Definition

    1.1 A grievance under this article is defined as an alleged violation of any of the provisions of this Agreement, except as provided for in ARTICLE 6 - MANAGEMENT RIGHTS.

    1.2 An employee who has a "complaint" may take up the complaint with his/her immediate supervisor verbally within five (5) working days of the incident or the date the employee could reasonably have first been made aware of the incident, before processing the complaint as a formal grievance. The immediate supervisor shall give his/her answer within five (5) working days. It is anticipated that nearly all complaints can be resolved informally without grievance.

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

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

3. If the employee is not satisfied with the Department Head's decision, he/she may file, within three (3) working days following the Department Head's decision, a written appeal with the Town Manager, who shall hold an informal hearing with the affected employee, a representative of the Association, and the Department Head, within 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 Town Manager, the Association may file, within twenty (20) calendar days, following the receipt of the decision of the Town Manager, a request for arbitration to the New Hampshire Public Employee Labor Relations Board, (PELRB), under its rules and regulations. The decision of the arbitrator shall be final and binding on the parties.

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

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

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

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

ARTICLE 30: FAMILY AND MEDICAL LEAVE

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 to supplement the employee's Short Term Disability payment 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 HR Department, employee's 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 made 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.

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 on July 1, 2017 at 12:00 AM and shall expire on midnight, June 30, 2020.

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

6/22/17
President **Date**

6/23/17
Chief Steward **Date**

6/26/17
Steward **Date**

6/28/17
Alternate Steward **Date**

TOWN

6/22/17
Town Manager **Date**

APPENDIX A: LAEA – PUBLIC SAFETY
SALARY & WAGE SCHEDULE

Effective 7/01/2017

POSITION	MINIMUM	MAXIMUM
Executive Secretary - Police/Fire*	$40,000	$59,500
Fire Battalion Chief	$76,620	$90,000
Fire Marshal/Div. Chief of Fire Protection	$72,000	$87,394
Police Admin. Secretary*	$35,567	$55,136
Police Captain	$77,500	$110,000
Police Lieutenant	$69,500	$99,500

* Non-exempt employee

The Battalion Chief of Operations shall have $5,000 added to their base salary while occupying that role.

Town of Londonderry
Police Evaluation Addendum
AFSCME Council 93 – LAEA – Group A Public Safety

Employee:

Title:

Appraisal Period:

Date of Appraisal (addendum to):

Narrative:

Rate the employee and determine appropriate Merit due.

_____ has achieved the rating of _____ and is due a Merit Increase of ____%.

Employees Comment Section **Any Comments shall be attached.**

I have met with the Employees Department Head or Immediate Supervisor to discuss this performance appraisal. I have also had an opportunity to comment on this appraisal as noted above and I have received a copy of the completed document.

Signature of Employee: _____Date:_____

Signature of Immediate Supervisor: _____Date:_____

Grant merit increase as scheduled. (____%) **Yes** **No**

Delay merit increase _____ days pending further evaluation.

Signature of Department Head: _____Date:_____

Approval of Town Manager: _____Date:_____

APPENDIX B

TOWN OF LONDONDERRY
PERFORMANCE EVALUATION
LAEA – PUBLIC SAFETY

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

Title: _____ **Anniversary Date:** _____

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

INSTRUCTIONS

1. The Employees Department Head or Immediate Supervisor shall advise the employee two weeks in advance of the upcoming appraisal and give the employee a performance evaluation form to complete the self-rating section independently.

2. The Employees Department Head or Immediate Supervisor shall complete each item on the form and attach additional sheets if necessary. The employee shall complete the self-rating in Sections I & II and provide the Employees Department Head or Immediate Supervisor with a copy prior to the appraisal interview (Section IV).

3. In Section I, the employee and the Employees Department Head or Immediate Supervisor shall independently rate the employee's performance in each of the performance dimensions.

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

4. In Section II, the employee and the Employees Department Head or Immediate Supervisor shall list, comment on and independently evaluate progress made on the objectives decided upon by the employee and Employees Department Head or Immediate Supervisor in the previous appraisal interview which the employee was held accountable for during this appraisal period.

5. Section III: should be used for the Employees Department Head or Immediate Supervisor's comments on the employee's performance, for example: Outstanding achievements, strengths, weaknesses, unique capabilities, developmental needs and overall work product.

6. In Section IV, the employee and the Employees Department Head or Immediate Supervisor shall meet and discuss differences in perceptions in Sections I & II.

7. Section V shall be completed at a meeting of the employee and Employees Department Head or Immediate Supervisor. The participants shall discuss and list mutual objectives to be accomplished during the ensuing year. If possible, the criteria by which each objective will be measured shall also be listed.

8. The employee shall use Section VI to make desired comments concerning the evaluation and sign and date the form.

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

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

RATING SCALE

1) **Does Not Apply**

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

Needs Improvement

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

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

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

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

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

APPRAISAL OF PERFORMANCE

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

Ratings:

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

EXEMPT EMPLOYEE
PERFORMANCE DIMENSIONS

Employee **Supervisor**

1. **COMMUNICATIONS**

Comments: **ADM** – _____

_____

_____

EMP – _____

_____

_____

2. **ABILITY TO ANALYZE AND SOLVE PROBLEMS**

Comments: **ADM** – _____

_____

_____

EMP – _____

_____

_____

3. **DECISION MAKING**

Comments: **ADM** – _____

_____

_____

EMP – _____

_____

_____

4. **PLANNING & ORGANIZATION**

Comments: **ADM** – _____

_____

_____

EMP – _____

_____

_____

EXEMPT EMPLOYEE
PERFORMANCE DIMENSIONS

5. **MANAGEMENT CONTROL**

Comments: ADM – _____

_____

_____

EMP – _____

_____

_____

6. **LEADERSHIP**

Comments: ADM – _____

_____

_____

EMP – _____

_____

_____

7. **INTERPERSONAL SENSITIVITY**

Comments: ADM – _____

_____

_____

EMP – _____

_____

_____

8. **FLEXIBILITY AND INNOVATION**

Comments: ADM – _____

_____

_____

EMP – _____

_____

_____

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: _____

_____

_____

_____

2)	_____	____	____

Rating:

Comments: _____

_____

_____

_____

EXEMPT EMPLOYEE
PERFORMANCE DIMENSIONS

3) _____ ____ ____

Rating:

Comments: _____

_____

_____

_____

4) _____ ____ ____

Rating:

Comments: _____

_____

_____

_____

5) _____ ____ ____

Rating:

Comments: _____

_____

_____

_____

6) _____ ____ ____

Rating:

Comments: _____

_____

_____

_____

7) _____ ____ ____

Rating:

Comments: _____

_____

_____

_____

8) _____ ____ ____

Rating:

Comments: _____

_____

_____

_____

EXEMPT EMPLOYEE
PERFORMANCE DIMENSIONS

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

_____

_____

_____

_____

_____

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

_____

_____

_____

_____

_____

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

1) _____

_____

2) _____

_____

3) _____

_____

EXEMPT EMPLOYEE
PERFORMANCE DIMENSIONS

4) _____

_____

5) _____

_____

6) _____

_____

_____

VI. EMPLOYEE'S COMMENTS (OPTIONAL):

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

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

VII. RECOMMENDATION FOR MERIT INCREASE:

_____ Grant merit increase as scheduled.

_____ Delay merit increase _____ days pending further evaluation.

_____ Deny merit increase for this evaluation period.

SIGNATURE OF *DEPARTMENT HEAD OR IMMEDIATE SUPERVISOR*

_____ **DATE:** _____

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

EXEMPT EMPLOYEE
PERFORMANCE DIMENSIONS

COMMUNICATIONS

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

Is able to persuade, summarize and justify ideas.

Actively listens.

Accepts and offers constructive criticism.

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

ABILITY TO ANALYZE AND SOLVE PROBLEMS

Understands and correctly interprets situations.

Correctly identifies problems and their causes.

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

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

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

Uses common sense and discretion.

DECISION MAKING

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

Identifies possible alternative solutions and chooses the appropriate one.

Realizes possible ramifications and impact of each decision.

Makes timely decisions.

EXEMPT EMPLOYEE
PERFORMANCE DIMENSIONS

PLANNING AND ORGANIZATION

Sets realistic goals and objectives and establishes logical priorities so as to maximize staff and material resources to increase efficiency.

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

MANAGEMENT CONTROL

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

Coordinates and delegates work within the department.

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

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

Works towards affirmative action goals.

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

LEADERSHIP

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

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

Is assertive, impartial and shows good initiative.

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

Displays loyalty to the organization and dedication to the job.

Gains the respect, confidence, loyalty and support of others.
Promotes a positive personal. professional and organizational image.

EXEMPT EMPLOYEE
PERFORMANCE DIMENSIONS

INTERPERSONAL SENSITIVITY

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

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

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

Maintains an open and approachable manner.

Is able to separate personal feelings from business matters.

FLEXIBILITY AND INNOVATION

Is open minded and able to adapt to changing circumstances.

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

Displays originality and resourcefulness.

HANDLING STRESS

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

Is able to persevere and defend solutions under adverse conditions.

Maintains a high level of motivation.

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

TECHNICAL KNOWLEDGE

Level of technical skill is consistent with present job requirements.

Keeps abreast of technical and legal developments in the field.

NON-EXEMPT EMPLOYEE PERFORMANCE EVALUATION

TOWN OF LONDONDERRY
PERFORMANCE EVALUATION
LAEA – PUBLIC SAFETY

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

Title: _____ **Anniversary Date:** _____

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

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

1. DEPENDABILITY

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

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

Comments:

2. DISCRETION:

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

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

Comments:

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:

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:

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 _____

EMPLOYEE'S COMMENTS:

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

SIGNATURE OF EMPLOYEE: _____ DATE: _____

RECOMMENDATION FOR MERIT INCREASE:

_____ Grant merit increase as scheduled.

_____ Delay merit increase _____ days pending further evaluation.

_____ Deny merit increase for this evaluation period.

SIGNATURE OF DEPARTMENT HEAD OR IMMEDIATE SUPERVISOR

_____ ***DATE*** _____

APPROVAL OF TOWN MANAGER: _____ DATE: _____