PELRB

AGREEMENT

BETWEEN

LONDONDERRY LEACH PUBLIC LIBRARY BOARD OF TRUSTEES

AND

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

LOCAL 633 OF NEW HAMPSHIRE
&
LONDONDERRY LEACH LIBRARY ASSOCIATION

July 1, 2008 – June 30, 2013

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An Agreement made between the International Brotherhood of Teamsters, Local 633 of N.H. and Londonderry Leach Library Association (hereinafter called the "Union"), and Londonderry Leach Public Library Board of Trustees, New Hampshire (hereinafter called the "Board").

ARTICLE I: PURPOSE

The objectives of this Agreement are the promotion of harmonious and cooperative relations between the Board, the Union and members thereof; and the establishment of an equitable and peaceful procedure for the resolution of differences arising between them concerning wages, hours and other conditions of employment other than managerial policy within the exclusive prerogative of the public employer as defined in RSA 273-A.

ARTICLE II: RECOGNITION

A. For the purpose of collective negotiations under RSA 273-A, the Board recognizes the International Brotherhood of Teamsters, Local 633, as the exclusive representative of the following personnel:

Librarians, Library Assistants, Library Technicians
Decision No. 2002-030, Certified March 7, 2002

B. Employees certified as public employee members have and shall be protected in the exercise of the right, without fear of penalty or reprisal, to join and assist the Union.

C. The Union agrees to represent all such certified public employee members at the Londonderry Leach Public Library designated above without discrimination and without regard to membership in the Union.

D. Reference to the "Union" as exclusive representative or the unit employees means the International Brotherhood of Teamsters, Local 633, and the Union's representatives unless such Union or persons are authorized to represent the Union either by specific designation or by the terms of this Agreement.

ARTICLE III: NEGOTIATION PROCEDURES

International Brotherhood of Teamsters, Local 633, and the Board agree to enter into collective negotiations in accordance with N.H. RSA 273-A. On or before November, prior to the expiration of the Agreement, this being at least one hundred twenty (120) days prior to the budget submission date, either party may submit to the other written notice of its intention to renegotiate concerning salaries, hours and terms and conditions of employment as defined in RSA 273-A.

ARTICLE IV: AGREEMENT

A. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect. The Parties will meet no later than thirty (30) days after any such holding for the purpose of renegotiating the provision or provisions affected.

B. The Board or its agents shall not discharge or discriminate against any person with respect to promotion, assignment or any other matter because of race, creed, color, age, sex, marital status, sexual orientation, disability, Union membership or legitimate and lawful Union activities, and all persons covered by the terms of this Agreement shall receive equal and full protection thereunder. Neither the Board, its agents, nor any other supervisory personnel, shall discriminate against or discharge any employee solely because he/she has filed or processed any dispute under the Agreement, or instituted any proceeding under the state or federal statute relating to wages, hours or conditions of employment.

C. All lawful Union activities that directly and clearly relate to this Agreement are protected hereunder, and nothing shall be construed to abridge the right of any authorized representative of the Union to communicate with the members of the Board on issues which affect the welfare of Union members provided, however, that every employee of the Department devote one hundred (100%) percent of his/her time to the Library matters while working, unless previously approved in writing by the Library Director.

ARTICLE V: EMPLOYEE DEFINITIONS

A. Employees shall be defined as listed below. When appointed, employees shall be made aware of their status.

1. Probationary: Upon appointment, full-time and part-time employees shall be assigned to a six-month (6) probation period.

The purpose of the initial six month probation period is to assess the employee's performance. Accordingly, the employee may be given a written evaluation at least twice during the probation period. After evaluations are completed, or at any time during the probationary period, the employee may be dismissed at the sole discretion of the Library Director and shall not be grievable. Said dismissal process need not conform to the procedures outlined in Article VII, Disciplinary Proceedings, nor is it subject to the procedures in Article VI, Grievance Procedure.

The Library Director shall approve any extension of the probationary period in cases where the employee's performance falls below expectation. Extensions will be established for a definitive time frame during which the employee will be re-evaluated on

the basis of a written plan for achieving and maintaining a satisfactory performance evaluation.

Successful completion of the probation period will result in the appointment of the employee to regular employment status.

2. Full-Time: Employees who have successfully completed a probationary period and are assigned to a weekly work schedule of at least thirty-five (35) hours.

3. Regular Part-time: Employees who have successfully completed a probationary period and are assigned to a regular work week of less than thirty-five (35) hours and more than twenty-four (24) hours per week. Except as otherwise provided, or expressly provided by Federal or State Laws, herein regular part-time employees shall not be eligible for any benefits provided under this Agreement.

4. Part-time: Employees who are not assigned to a regular work week. Part-time employees are not eligible for benefits under this Policy except as expressly provided by Federal or State Law(s).

5. Temporary: Employees who are employed for a predetermined length of time. Unless specifically noted, temporary employees are not eligible to receive benefits under this Agreement except as expressly provided by Federal or State Law(s).

6. Temporary full-time employee: Temporary full-time employees may be a part-time or regular part-time employee assigned to a temporary full-time assignment. Temporary full-time employees are not eligible for benefits under this Policy. Except regular part-time employees may be eligible for an increase in monthly accruals of vacation and sick time proportionate to the increase in hours.

ARTICLE VI: GRIEVANCE PROCEDURE

A. Definitions:

1. Dispute shall be defined as meaning grievance or disagreement arising out of the application or interpretation of the provisions of this Agreement.

B. Intent:

1. It is the policy of the Board and International Brotherhood of Teamsters, Local 633, to encourage all members of the Library to use informal means of problem resolution.

"Work day" for purpose of the dispute procedure means and shall be determined by using the employee responsible for a specific action with the applicable step procedure.

C. Initiation and Processing:

1. Failure at any step of this procedure to communicate the decision on a dispute within the specified time limits permit the aggrieved person to proceed to the next step. Failure at any step of this procedure to appeal a dispute to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step. If the Board of Trustees does not answer in writing, within the time periods provided, the grievance shall be considered resolved in the employee's and/or the Union's favor.

2. In the event a dispute cannot be resolved informally by discussion with a Supervisor, the following step shall be followed in the order given:

Step 1. The dispute shall be submitted to their immediate supervisor the Assistant Library Director in writing by the employee no later than ten (10) work days after the incident.

The Assistant Library Director shall reply, in writing, within five (5) work days.

Step 2. If the matter remains unresolved, the written grievance may be submitted to the Library Director within five (5) work days. The Library Director shall render his/her decision, in writing, within ten (10) work days of the date the matter was heard.

Step 3. If the matter remains unresolved at Step 2, the written grievance may be submitted to the Chairman of the Board of Trustees within five (5) work days. Within fifteen (15) days following receipt of the appeal the Board of Trustees shall either issue a written decision or schedule a hearing for the next regular scheduled meeting of the Board of Trustees. In the event a hearing is scheduled, a written decision shall be rendered within ten (10) days thereafter.

3. The above times may be mutually extended in writing as may be necessary.

D. The formal presentation of any dispute in writing shall not preclude any informal means of reaching settlement of the dispute.

E. In the event the decision of the Chairman of Board of Trustees is not acceptable, the following procedure will be used to secure the services of an arbitrator:

1. The Union shall, within twenty (20) days, file for arbitration and request the New Hampshire Public Employee Labor Relations Board (PELRB) to submit a potential list of arbitrators. The list shall include a full resume, including personal and professional background and experience, arbitration experience, and per diem expenses.

2. The Parties shall determine, within twenty (20) days of receipt of the arbitrators list, a mutually satisfactory arbitrator. If that is not possible, the PELRB will appoint one.

3. Scheduling of arbitration hearing shall be accomplished by the parties through the arbitrator.

4. The Chairman of Board of Trustees, the Aggrieved and the Union shall receive copies of the arbitrator's report, said report of findings and decisions to be accomplished within thirty (30) calendar days of the completion of the arbitrator's hearing.

5. The arbitrator shall limit himself/herself to the issues submitted to him/her and shall consider nothing else. He/She may add nothing to nor subtract anything from the Agreement between the Parties. The findings and decision of the arbitrator shall be final and binding on the Union, the Aggrieved, and the Board.

6. The Union and the Board agrees that any differences between the Parties on matters relative to this Agreement shall be settled by the means herein provided.

7. The fees and expenses of the arbitrator will be shared by the Parties equally.

ARTICLE VII: DISCIPLINARY PROCEEDINGS

A. 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. Incompetence
2. Improper Behavior In The Line Of Duty
3. Behavior Detrimental To The Library
4. Failure To Carry Out Assigned Duties

The above list is solely meant as a guide, not to preclude other actions on the part of an employee, which are improper or a detriment to Library operations.

B. Discipline will normally be initiated in the following manner as described in Sub-Section C, below, except the sequence need not be followed if an

infraction is sufficiently severe to merit a greater level of discipline up to and including termination.

1. Oral Warning
2. Written Reprimand
3. Suspension
4. Termination

The Library Director shall be made aware of action initiated as outlined in Sub-Section B.2 - Written Reprimand.

C. Disciplinary Steps:

1. ORAL WARNING: The employee's immediate supervisor, the Assistant Library Director shall issue an oral warning within five (5) working days of knowledge of the infraction. The Assistant Library Director shall notify the employee of the nature of the infraction and will offer remedial suggestions; a written record shall be placed in the employee's personnel file.

2. WRITTEN REPRIMANDS: The employee's immediate supervisor, the Assistant Library Director when applicable, shall issue a written reprimand within ten (10) working days of knowledge of the infraction. The reprimand will outline the nature of the infraction and will offer remedial suggestions. A copy of the reprimand will be placed in the employee's personnel file and will remain in the file.

3. SUSPENSION: The employee's immediate supervisor, the Assistant Library Director when applicable, shall recommend to the Library Director, and the Library Director shall recommend to the Board of Trustees, that the employee be suspended, with or without pay. The recommendation shall be made in writing, with a copy forwarded to the employee and to the employee's personnel file within fifteen (15) working days of knowledge of the infraction. The Library Director will meet with the employee, their supervisor, the Assistant Library Director within five (5) working days of receipt of the recommendation and will render a decision within ten (10) working days of that meeting. A copy of the suspension notice will be placed in the personnel file and will remain in the file.

ARTICLE VIII: CONTINUITY OF OPERATIONS

Both parties recognize the desirability of continuous and uninterrupted operation of library services throughout the year, and the avoidance of disputes which threaten to

interfere with such operation. The Union, in consideration of this Agreement and its terms and conditions, shall not engage in or condone any strike, work stoppage or other concerted refusal to perform any assignments on the part of any employee(s) represented herein, nor shall the Board sponsor any lockouts.

ARTICLE IX: MANAGEMENT RIGHTS

The Board shall retain the sole right and authority to operate and direct the affairs of the Library in all its various aspects. Among the rights retained is the Board's right to determine the Library's mission and set standards and service offered to the public; to direct the working forces, to plan, direct, control and determine the operations or services to be conducted in and by the Library or by employees of the Library; to assign and transfer employees; to hire, promote, or demote employees and to suspend, discipline or discharge employees for just cause; to relieve employees due to lack of work or for other legitimate reasons; to make and enforce rules and regulations subject to RSA 273-A; and to change methods, equipment or facilities. Without limiting the preceding and solely as illustration, matters regarding the policies and practices of the Board and Library Director as established by statute, ordinance or regulations shall not be subjects of bargaining under this Agreement. All rights, which ordinarily vest in and are exercised by public employers, except as such are specifically relinquished herein, are reserved to and remain vested by the Londonderry Leach Public Library Board of Trustees.

ARTICLE X: UNION RIGHTS

The Union shall be allowed to use the facilities of the library for meetings concerning matters covered by this Agreement when such facilities are available and such meetings would not conflict with the business of the library. The Library Director shall be notified, within seven (7) days, whenever possible, for available space.

ARTICLE XI: UNION REPRESENTATION

A. The Library shall recognize one (1) steward and one (1) alternate steward duly authorized by the Union and shall investigate and process grievances related to matters covered by this Agreement. Only one (1) steward will be permitted, on duty, time to investigate and process each grievance. The Union shall provide the Library with a notice designating the steward and alternate and keep such notice current by notifying Library Director within ten (10) days of any change.

B. The Steward or his/her alternate, shall be permitted to formally process grievances during his/her regular duty shift, without loss of pay; however, emergency situations, as reasonably determined by the Director, may require that the scheduling of such activities be interrupted or rescheduled in reference to the job duties of the Union steward or his/her alternate.

C. The Library, at the sole discretion of the Library Director, may authorize one (1) day off in any calendar year, without loss of time or pay for the steward, to attend

Union training programs. The Union shall notify the Library Director no less than fourteen (14) days in advance of such proposed training programs.

D. The members of the Union's bargaining committee who are scheduled to work during negotiations, shall be granted time off without loss of pay or benefits for all meetings between the Board and the Union for the purpose of negotiating the terms of an Agreement.

ARTICLE XII: DUES DEDUCTION

A. Upon individual written authorization signed by an employee covered by this Agreement and approved by the Union Steward, the Town agrees to deduct dues weekly in the amount so authorized by the Union, and agrees to remit to said Local Union all such deductions prior to the end of the month for which the deductions are made. Written authorization for same is to be furnished by the employee. No deduction shall be made, which is prohibited by applicable law. However, if any employee has no check coming to him/her, or if the check is not large enough to satisfy the deduction, then no collection shall be made for that payroll period.

B. The Board agrees to deduct a certain specified amount each week from the wages of employees who shall have given the Employer written authorization to make such deductions. The amount so deducted shall be remitted to the New England Teamsters Federal Credit Union once each month. The Employer shall not make deductions and shall not be responsible for remittance to the Credit Union for any deduction for those weeks during which the employee's earnings shall be less than the amount authorized or for those weeks during which the employee has no earnings.

C. The Board agrees to a D.R.I.V.E. check-off for employees. Upon written authorization by the employee, the Town shall deduct certain amounts as specified by the employee on a weekly basis and remit same on a monthly basis to the Local Union's D.R.I.V.E. account. The name of such fund is Granite State Teamsters' D.R.I.V.E. Where laws require written authorization by the employee, same is to be furnished in the form required. No unlawful deductions shall be made.

The Union agrees to indemnify and hold the Board harmless from any claim or liability, which might be incurred by the Board in connection with complying with the provisions of this Article of the Agreement.

ARTICLE XIII: SENIORITY

Seniority for employees governed by this Agreement shall be defined as the last period of regular full-time permanent employment with the Library in the work covered by this Agreement at the Londonderry Leach Public Library within the jurisdiction of the Union.

1. <u>SENIORITY PREFERENCE:</u>

Employees, in order of their seniority and subject to qualification if applicable, shall have preference:

a.) to work opportunity in the event of lay-off for lack of work

b.) to recall to work after lay-off

c.) in selection of vacations from the vacation schedule based on first-come-first-served principle.

2. LAY-OFF/RECALL:

A. When it is necessary to reduce the number of employees, layoffs will be made within departments on the basis of classification seniority and performance within the Department affected.

B. In the event that a recall is necessary, employees shall be recalled in the reverse order of the lay-off process outlined in Subsection A above. Said recall procedure will be used only within six (6) months of the original lay-off.

C. In the event an employee is recalled to full-time employment within six (6) months of lay-off, 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.

3. BREAK IN SENIORITY:

a.) Seniority shall automatically terminate for the following reason:

1. If an employee is discharged;

2. If an employee voluntarily quits;

3. If an employee retires;

4. If an employee has been on lay-off for six (6) months;

5. If, after having been laid off, an employee does not return to work within five (5) working days of notice to do so by personal contact or telephone contact or certified mail sent to the employee's most recent address appearing on the Library records (it shall be every employee's responsibility to provide the Library with his/her current address at all times);

6. If an employee is absent for three (3) consecutive working days without personally notifying the Library;

7. If an employee misrepresents a physical condition or personal situation regarding a leave of absence, or engages in any outside employment while on a medical leave for any illness or injury;

8. If an employee has been absent due to a work related injury for a period of eighteen (18) months.

4. POSTING OF LISTS:

a.) Within thirty (30) days after the signing of this Agreement, a list of employees, arranged in the order of their seniority by classification, shall be posted in a conspicuous place at their place of employment, and a copy furnished to the Union. Claims for corrections to such lists must be made to the Library Director and the Union within ten (10) days after such posting, and after such time the lists will be regarded as corrected. Any dispute, if raised within the ten (10) day period concerning an employee's seniority, shall be referred to the Grievance Procedure as provided herein.

b.) The Union shall be entitled to a seniority by classification list each six (6) months upon request. The Library shall post a seniority list at least once every twelve (12) months.

c.) No employee shall be entitled to a job which he/she cannot or will not properly perform.

5. BULLETIN BOARD:

The Library shall provide a space in the Library for a Union bulletin board. That space must be readily accessible to all members. Only notices that are approved by the Union Representative shall be posted on said bulletin board.

ARTICLE XIV: RECRUITMENT/PROMOTION

A. All available positions shall be posted on departmental bulletin boards for a period of at least fourteen (14) calendar days and as determined by the Library Director, openings may be advertised externally simultaneously with internal posting.

B. When qualified, current employees shall be given consideration for the available position(s).

C. Other tests may be used as part of the selection process.

D. Falsification of application data may be cause for disqualification and/or termination.

Posting jobs and vacancies within the bargaining unit shall be posted on the Union Bulletin Board within ten (10) working days after determining the position will be filled, for Union members to apply only for a period of ten (10) working days prior to the filling of the position. The name of the successful candidate for the position shall be posted for five (5) days after the filling of the position.

ARTICLE XV: MILITARY CLAUSE

Employees enlisting or entering the Military or Naval Service of the United States, pursuant to the provisions of the Selective Service Act of 1948, shall be granted all rights and privileges provided by the Act.

In situations where it is required that an employee fulfill a two-week annual military obligation, the Board 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 XVI: TYPES OF LEAVE

LEAVE OF ABSENCE:

Leave without pay may be granted upon the recommendation of the Library Director and approved by the Board. Leave may be granted without pay for such purposes and under such conditions as deemed in the best interest of the employee and the Library. A leave of absence without pay may be granted with seniority for movement of personnel purposes only. The decision of the Board shall not be grievable.

HOLIDAY/PERSONAL DAYS:

The following twelve (12) paid holidays shall be granted to full-time employees:
President's Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day; ½ day before Christmas; Christmas Day; ½ day before New Year's Day; New Year's Day; and three (3) floating holidays of the employee's choice.

A. The Board of Trustees shall authorize a pro-rata share of holidays to regular part-time employees.

B. If a non-exempt employee is required to work on a holiday, due to operational requirements, the employee shall be compensated with compensatory time off or pay, at the rate of one and one-half times.

C. Floating holidays are instead of holidays on Columbus Day, Day after Thanksgiving, and Martin Luther King Day. A new employee's floating holiday will be based on their hire date in conjunction with these holidays. For example, if an employee starts after Columbus Day, they will be eligible for two (2) floating holidays.

D. 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 Assistant Library Director and may be taken in one-half day (½ day) increments for non-exempt employees only; exempt employees must take full days only to ensure FLSA compliance. There shall be no carry-over of personal days from one fiscal year to the next. Employees are not eligible to receive a payout for personal day upon their termination of employment.

E. There shall be no carry-over of floating holidays from one year to the next. Employees are not eligible to receive a payout for floating holidays upon their termination of employment.

VACATION LEAVE

A. Vacation eligibility shall begin to accrue from the date of hire for full-time 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 61 months of service	6.66
62nd month through 144th month	10.00
145th month through separation	13.33

The Board of Trustees shall authorize vacation time on a pro-rata basis for regular part-time employees.

B. A newly hired employee will not be permitted to schedule vacation during the six (6) month probationary period and will not be eligible for any vacation accrual if employment is terminated during the probationary period. Upon the successful completion of probation, the employee may, with the Library Director's approval, use up to five (5) working days (or shifts) of the first year's vacation accrual.

C. With Library Director approval, an employee may take vacation accrued in advance of the schedule provided in Sub-Section A, above.

D. Employees may carry over accrued vacation as long as the total carry over and current year eligibility does not exceed one and one-half times (1 ½) the yearly total to which the employee is entitled.

E. Vacation time shall be taken according to a department schedule approved by the Library Director.

F. 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. In the event of an employee's death or permanent disability, payment shall be made to the employee's designated beneficiary.

SICK LEAVE:

A. Sick leave shall accrue at the rate of one (1) day per month for a maximum of twelve (12) days per year for full-time employees. Sick leave shall become due as earned at the end of the month and may accumulate if not used during the current year to a maximum of sixty (60) days. The Board of Trustees shall authorize a pro-rata share of sick leave to regular part-time employees.

B. The Library shall have the right at all times to investigate any sickness claimed by an employee. At the discretion of the Library Director, 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 Library.

C.

1. At the time of voluntary termination of employment, an employee shall be entitled to receive compensation for up to ten (10) days of his/her remaining accrued sick leave provided at least two (2) weeks' advance notice is given by the employee.

2. Upon retirement, the employee shall be eligible to receive twenty (20) additional days provided said employee has at least fifty-five (55) days of unused accrued sick leave at the time of retirement.

3. In the event termination of employment shall be the result of an employee's death, his/her beneficiaries shall be entitled to receive compensation up to ten (10) days of his/her remaining accrued sick leave or thirty (30) days in the event the employee was eligible for retirement and had at least fifty-five (55) days of accrued unused sick leave.

D. 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 employee's supervisor, be applied to absence without pay.

E. If an employee has no sick leave credits, an absence shall be charged at the discretion of the employee's supervisor to leave without pay, to absence without pay or other accrued leave. If the latter is used, the employee must first approve of its use. All accrued time must be used prior to leave without pay.

F. Any non-work related accident or illness in excess of fourteen (14) consecutive calendar days shall be treated in accordance with Short Term Disability; however, an

employee may elect to use accrued sick time to offset the Library's insurance to maintain his/her full wages during the term of disability until all such accrued sick leave has been exhausted.

G. 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 Sub-Section C of this Section as of their termination date provided that the absence was due to:

1. illness of the employee and not because of illness of the immediate family;
2. dismissal through no fault or delinquency attributable solely to such employee; or
3. injury while in the service of the Library and in the line of duty and for which the employee would be entitled to receive worker's compensation benefits.

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

I. Employees whose service is terminated shall not be entitled to compensation for sick leave not taken.

JURY DUTY:

A. 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, except to assign an amount, in excess of his/her regular rate of pay.

B. 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. The work day shall not exceed eight (8) hours in total time.

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

BEREAVEMENT LEAVE:

A. Bereavement leave of three (3) working days with pay between the date of death and the date of the funeral inclusive shall be granted to regular full-time and regular part-time employees in the event of death of his/her:

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

B. Under extenuating circumstances, two (2) additional days may be granted under Section A of this Article with written approval of the Library Director; such days will be without pay or charged to vacation time or sick leave at the employee's discretion.

C. 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 Library Director

FAMILY AND MEDICAL LEAVE:

1. General Provisions:

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

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

B. an adoption or foster care placement of a child in order to care for the child (leave must be taken within twelve (12) months of the placement);

C. a serious health condition of the employee's parent, spouse, minor child or adult child when the ill person is not capable of self care and the employee is needed for such care; or

D. a serious health condition of the employee which results in the employee's inability to perform his or her job.

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

leave weeks taken in the twelve (12) month period prior to the beginning of the current FMLA leave (the "Available Leave Weeks").

FMLA leaves for the birth or placement for adoption or foster care of a child, as described in paragraphs (A) and (B) above, must be taken all at once unless otherwise agreed to by the Library Director. 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 Library Director 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 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 time for the fourteen (14) days prior to commencement of Short Term Disability as provided in ARTICLE XIX INSURANCE 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 must utilize accrued leave to cover any period of otherwise unpaid leave following the two week mandatory use of vacation/personal time described above. For a type C FMLA leave the employee must use any accrued 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 Library Director 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 Library 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 Library 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 Library 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 Library may require a second medical opinion and periodic recertifications at its own expense. If the first and second opinions differ, the Library, at its own expense, may require the binding opinion of a third health care provider, approved jointly by the Library and the employee.

4. Notification and Reporting Requirements:

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

5. Procedures:

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

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

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

In addition, for purposes of FMLA leave to care for a child, spouse, or parent, the certificate should give an estimate of the amount of time that the employee is

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

6. Coordination with Maternity Leave:

The Library 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 time before taking any unpaid leave. However, maternity leaves are not limited by any measure other than the period of medical disability.

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

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

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

ARTICLE XVII: ACADEMIC REIMBURSEMENT

A. Subject to departmental budget restrictions, employees may request reimbursement for the cost of tuition for job-related course(s) taken at their own initiative.

B. Employees must make the request prior to registering for the course. The request shall be submitted to the Library Director or his/her designee outlining: institution offering the course; course content; cost; and benefit to the employee and the Library.

C. The Library Director will review the request and approve if appropriate.

D. In order to receive reimbursement for the course, the employee must submit documentation of achieving a passing grade of "C" or better for undergraduate courses and a grade of "B" or better for graduate courses, and a receipt for the cost of the course.

E. Reimbursement shall be approved by the Library Director for job oriented courses over and above an employee's job classification.

F. Any employee receiving academic reimbursement who terminates employment shall be obligated to repay the Library for any academic reimbursements received during the eighteen (18) months preceding termination. Repayment will be affected by payroll deduction from the final paycheck and/or any accrued eligibility for vacation or sick time.

ARTICLE XVIII: HOURS OF WORK AND OVERTIME

A. Departmental workweek schedules shall be approved by the Library Director.

B. In the event that overtime is required, eligible non-exempt employees shall be compensated at the rate of one and one-half (1½) times their hourly salary for all hours worked in excess of forty hours per week. If overtime is required, the Library Director will ask for volunteers to work additional hours. In the event that there are no volunteers, the Library Director will schedule an employee to work. Overtime scheduling will be at the sole discretion of the Library Director. The decision of the Library Director shall not be grievable.

C. Bereavement leave shall be considered time worked for the purpose of this section.

Sick and Vacation leave shall not be considered time worked for the purposes of this section unless an eligible non-exempt employee is required to work due to the operational needs of the Library.

D. Compensatory time may be granted to non-exempt employees with the approval of the Library Director and in accordance with the Fair Labor Standards Act.

ARTICLE XIX: BENEFITS

GROUP HEALTH INSURANCE:

1. For employees on roll effective July 1, 2003, the Library shall contribute towards the cost of health insurance selected by the eligible employee at eighty-five percent (85%) of the Blue Choice Plan One with Rider for single, two-person or family coverage. In the event an employee opts for a plan with more comprehensive coverage than Blue Choice-Plan One with Rider, the employee will pay the additional premium cost over and above the fifteen percent (15%)

cost share of the Blue Choice Plan. In the event an employee opts for a plan with less comprehensive coverage and/or cost than Blue Choice, the Library will pay one hundred percent of the premium for single, two-person or family coverage. For employees hired after July 1, 2003, the Library shall contribute 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.

2. Employees on roll on effective July 1, 2003, upon satisfactory evidence that he/she has health insurance coverage through a spouse or other family member's policy and participating in buyout shall be compensated the following amounts per annum, payable in equal installments per pay period:

	Single	Two Person	Family
Beginning July 1, 2008	$2,500	$4,235	$6,244
Beginning July 1, 2009	$2,500	$2,736	$5,744
Beginning July 1, 2010	$2,500	$2,500	$4,244
Beginning July 1, 2011	$2,500	$2,500	$3,244
Beginning July 1, 2012	$2,500	$2,500	$2,500

Employees hired after July 1, 2003, and opting for "buyout" for the first time and employees who change from "buyout" status to "coverage" status and then opt to return to "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-adjusted up to 15% or 25% cost share as applicable for single person coverage for the least expensive plan up to a maximum of $2,500.00.

3. Life and Disability: Provided through the New Hampshire Municipal Association Insurance Trust in an amount equivalent to a bargaining unit member's annual salary, with benefits for dismemberment and loss of sight.

4. Part-time employees not entitled to health insurance coverage may opt to purchase medical insurance coverage during the designated enrollment period at their own expense at the Town's group rate.

MED-COMP III

The Library shall provide Medi-Comp III coverage, at the employee's expense, to regular full-time and regular part-time employees who, upon reaching sixty-five (65) years of age and qualifying for retirement under the rules and regulations of the New Hampshire

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

DENTAL INSURANCE

The Library agrees to provide, at no cost to employees, dental insurance through Northeast Delta Dental Option III; coverage offered shall be single, two-person or family membership:

1. coverage A - 100%,
2. coverage B - 80%,
3. coverage C - 50% with $25/$75 deductible and $1,000 maximum per year or equal.

LIFE INSURANCE

Life Insurance shall be provided through the N.H. Municipal Association Insurance Trust (NHMA) in an amount equivalent to the employee's salary to a maximum of $50,000.00, with benefits for dismemberment and loss of sight.

SHORT TERM DISABILITY

The Library shall provide at no expense to employees Short-Term Disability Insurance covering non-work related accident and illness to commence on the fifteenth (15th) day of such illness or accident with a maximum benefit period of twenty-six (26) weeks at 66 2/3% of the employees basic weekly earnings to a maximum of seven-hundred fifty dollars ($750).

LONG TERM DISABILITY

The Library shall provide, at no expense to employees, long term disability insurance covering non-work related accidents or illnesses to commence on the twenty-sixth (26th) week of such illness or accident at sixty-six and two-thirds (66 2/3) percent of the employee's basic monthly earnings at the time of disability.

LIABILITY INSURANCE

1. The Library shall indemnify and save harmless any employee covered by this Plan and acting within the scope of his or 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 or 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.

2. The Library 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 Section is contingent upon the employee's cooperation with the Library in the defense of any action brought against the employee and/or the Library.

ARTICLE XX: CONFERENCES

Attendance at professional conferences shall be at the sole discretion of the Library Director.

New Hampshire Library Association membership dues are to be paid for the professional staff positions requiring an MLS degree.

ARTICLE XXI: COMPENSATION AND WAGES

1. Wage Rates

Wage rates effective July 1, 2008, prior to any cost of living adjustment shall be as provided in Attachment 1.

Employees whose salary exceeds the max rate for their position based on the wage schedule shall be "red circled" and shall not be eligible for a COL adjustment or merit increase until such time as the wage schedule adjusted for COL exceeds their "red circle" rate.

The wage structure shall be adjusted for, and eligible employees shall receive, cost of living adjustments (not to exceed the maximum rate for their position) as follows:

A. Effective July 1, 2008, by the Boston Area Consumer Price Index referred to as the CPI-U based on the twelve (12) month average for the period ending December 31 of the prior year, but not less than three percent (3.0%) or more than four and one-half percent (4.5%).

B. Effective July 1, 2009, by the Boston Area Consumer Price Index referred to as the CPI-U based on the twelve (12) month average for the period ending December 31 of the prior year, but not less than three percent (3.0%) or more than four and one-half percent (4.5%).

C. Effective July 1, 2010, by the Boston Area Consumer Price Index referred to as the CPI-U based on the twelve (12) month average for the period ending December 31 of the prior year, but not less than three percent (3.0%) or more than four and one-half percent (4.5%).

D. Effective July 1, 2011, by the Boston Area Consumer Price Index referred to as the CPI-U based on the twelve (12) month average for the period ending December 31 of the prior year, but not less than three percent (3.0%) or more than four and one-half percent (4.5%).

E. Effective July 1, 2012, by the Boston Area Consumer Price Index referred to as the CPI-U based on the twelve (12) month average for the period ending December 31 of the prior year, but not less than three percent (3.0%) or more than four and one-half percent (4.5%).

2. Performance Pay Plan

1. Plan Administration:

1.a Each employee shall be eligible for a merit increase based on annual* evaluations based on the date of their appointment to their current grade within their existing job position by his/her immediate supervisor to determine merit eligibility.

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

1.b Interim evaluations may be conducted at any time during the evaluation year as necessary due to an employee being "Unsatisfactory." 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 "Acceptable Performance" and a statement of disciplinary action imposed, if any.

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.

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

1.e Overall responsibility for administration of the program shall be vested with the Library Director.

2. Evaluation Classification Levels:

	Merit Increase %
Up to Classification Classification Evaluation Results	***Over***

	Max. Rate	***Max. Rate***
Outstanding	5%	4.5%
Exceeds Standards	4%	3.5%
Acceptable Performance	3%	2.0%
Needs Improvement	0%	0%
Unsatisfactory	0%	0%

3. Evaluation Conditions:

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 (½) of his/her applicable rating categories. An employee evaluated as "Outstanding" on one half (½) 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 Standards" on one half (½) or more of his/her applicable rating categories, except as otherwise provided below, will be evaluated as "Exceeds Standards" and receive a merit increase as provided above.

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.

3.c Each category rating must be supported by specific details.

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 Standards" regardless of overall rating score.

3.e Each category rating of "Needs Improvement" 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 "Acceptable Performance." Failure to achieve an evaluation of at least "Acceptable Performance" as provided in the plan and timetable will result in disciplinary action.

3.f An employee rated as "Unsatisfactory" in any category will not be eligible for a merit increase in excess of that provided for "Acceptable

Performance" 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 "Acceptable Performance." Failure to achieve a rating of at least "Acceptable Performance" as provided in the plan and timetable will

result in additional disciplinary action up to and including termination.

3.g In no event shall an employee receive a merit increase resulting in a base wage rate in excess of the maximum wage range for his/her job position. 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 1.1.a and in section 2 above, for his/her "evaluation result."

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 Board of Trustees. Decision of the Board of Trustees shall be binding.

4. If any employee is fulfilling the duties of a higher job classification completely, they will be paid the minimum rate of that job grade level, or a 5% increase of their current wage, whichever is greater provided the employee works in the higher classification for ten (10) or more consecutive work days.

5. Compensatory Over-time - Employees have a choice of pay or compensatory time-off, which can be used at member's choice (to be used by end of the fiscal year or payment made).

ARTICLE XXII: WORKER'S COMPENSATION

All employees of the Library who are injured or incur a job related illness while in the performance of their duties, may utilize accrued sick leave, vacation, or personal days to cover any difference between workers' compensation payment and their regular weekly base rate (exclusive of overtime).

ARTICLE XXIII: DURATION

Subject to funding at the 2008 Londonderry Town Meeting, this Agreement shall be effective between the period July 1, 2008 through June 30, 2013.

Teamsters Local 633	Trustees

Date: March 20, 2008

Date: April 2, 2008

ATTACHMENT 1

Londonderry Leach Library
Salary Ranges (Union positions)
FY 07-08 (7/1/07 – 6/30/08)

Title	Minimum Hourly Rate	Min Yearly Salary*	Maximum Hourly Rate	Max Yearly Salary*
Senior Librarian - Reference	$ 17.28	$ 35,942.40	$ 22.47	$ 46,737.60
Senior Librarian -Tech Srvs	$ 17.28	$ 35,942.40	$ 22.47	$ 46,737.60
Senior Librarian –Children's	$ 17.28	$ 35,942.40	$ 22.47	$ 46,737.60
Librarian - Reference	$ 15.70	$ 32,656.00	$ 21.26	$ 44,220.80
Librarian – Public Services	$ 15.70	$ 32,656.00	$ 21.26	$ 44,220.80
Librarian - Circulation	$ 15.07	$ 31,345.60	$ 18.29	$ 38,043.20
Library Technician	$ 14.42	$ 29,993.60	$ 17.68	$ 36,774.40
Library Assistant	$ 11.77	$ 24,481.60	$ 15.07	$ 31,345.60

* Yearly salary based on 40-hour work week