

AGREEMENT BETWEEN THE
TOWN OF
LONDONDERRY

and the

LONDONDERRY EXECUTIVE
EMPLOYEES ASSOCIATION

(L.E.E.A.)

For the Period

July 1, 2020 through June 30, 2025

Londonderry Executive Employees Association (LEEA)
July 1, 2020 through June 30, 2025

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ARTICLE 1: PARTIES TO THE AGREEMENT

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

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 employees, excluding new hires during their probationary period:

Police Chief	Director of Finance
Police Prosecutor	
Fire Chief	Senior Affairs Director
Administrative Services Director	Town Assessor
Director of Planning and Economic Development	Chief Building Inspector
Director of Public Works and Engineering	
Director of Community Development	Director of Cable & Technical Operation
Recreation Director	

ARTICLE 4: DEFINITIONS

AGREEMENT: Herein refers to this agreement between the Town of Londonderry, New Hampshire, and the Londonderry Executive Employees Association.

ANNIVERSARY DATE: An employee’s anniversary date is defined as the date when the employee entered the Association by virtue of hire or promotion into the Association.

ASSOCIATION: Hereinafter refers to the Londonderry Executive Employees Association.

DEPARTMENT: A functional division of the Town.

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

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

PROBATIONARY PERIOD: A probation period shall be six (6) months and may be extended for an additional six (6) months by the Town Manager from the date of appointment to a position.

FULL TIME EMPLOYEES: Employees who have successfully completed a probationary period and are normally assigned work of at least forty (40) hours per week.

REGULAR PART TIME EMPLOYEES: Employees who have successfully completed a probationary period and are normally assigned work of less than forty (40) hours per week. Regular part-time employees that are normally assigned twenty (20) hours or more work per week may receive fringe benefits prorated for their normal hours worked at the sole discretion of the Town Manager or as otherwise mandated by law. Regular part time employees that are normally assigned less than twenty (20) hours per week shall not receive pro-rated fringe benefits, other than those mandated by law. Part Time employees that are not normally assigned a regular work week shall not receive fringe benefits, other than those mandated by law.

TEMPORARY EMPLOYEES: Employees that are filling positions designated by the Town as “Temporary” for a predetermined length of time. Temporary employees do not receive fringe benefits, other than those mandated by law.

SENIORITY: The length of full-time service with the Town, beginning with the employee’s hire date (as opposed to date of entry into the Association by virtue of promotion or as a new hire).

ARTICLE 5: NON-DISCRIMINATION

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

ARTICLE 7: ASSOCIATION OFFICERS

The Association Officer and Representatives shall be: The President, Vice President, Secretary and Treasurer.

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

Association Officers shall be permitted to process grievances during their scheduled hours 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: 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 9: PROMOTIONAL PROBATIONARY PERIOD

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.

Upon successful completion of the promotional probationary period, the employee shall be unconditionally appointed to the promotional position. An employee who, during or at the conclusion of the promotional probationary period, whose performance and/or conduct is deemed unsatisfactory by the Town Manager, 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 Town Manager from imposing other appropriate disciplinary action for unsatisfactory performance or conduct.

ARTICLE 10: LAYOFF/RECALL

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; i.e.: the last employee hired within the affected department(s) shall be the first laid-off. When it is necessary to reduce a position as provided in Article 3 Recognition, the incumbent shall be laid-off.

Within eighteen (18) months from the date of any lay-off, a qualified and available full-time employee who was laid-off shall be reinstated to the position from which he/she was laid-off or to another Association position for which he/she is otherwise qualified before a new employee is hired.

In the event a laid-off employee is recalled to full-time employment, such employee's seniority shall be re-instated to his/her seniority acquired as of the date of layoff. Any benefits paid at the

time of layoff shall not be paid again. The reinstated employee shall be placed at the same salary paid at the time of layoff.

Employees shall lose seniority and shall no longer be eligible for reinstatement under this Article if they have left the Town's employment for any of the following reasons: disciplinary discharge, voluntary quit/resignation or retirement.

ARTICLE 11: SCHEDULED WORK WEEK AND HOURS

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

Full-time employees will work Monday through Friday normally 40 hours per week. Regular Part-time employees will work their regularly scheduled normal work week as determined by the Town.

The Town Council wishes to acknowledge the special public service rendered by its top Management Team. The Town expects employees in this Association to translate policies into appropriate, effective and credible programs. Employees define service programs, design program methods, organize subordinates into effective work units, administer ongoing problems, and apply the full range of modern management techniques. In managing they sustain the ethical standards and responsible government practices which make municipal government the uniquely respected level of government.

Employees in this Association speak directly for the Town government and thus have a decisive effect on how the Town is judged. The public's view of the Town's ethical and administrative standards results from observation of the conduct and problem-solving abilities of these employees in their extensive and influential public contacts.

In maintaining the Town's efficiency and reputation, Association members work whatever extra hours are required for appearances before the Town Council, Town Boards and Commissions, citizens' groups, and intergovernmental bodies; for maintenance of essential services during emergencies; and for accomplishment of work assignments which often impose irregular hours and time expenditures far in excess of the conventional 40-hour work week. Employees required by their job functions to work in excess of their normal work week shall not refuse to work such required time, except for good cause.

Recognizing that employees in this Association must often work in excess of the conventional 40-hour work week, the Town allows such employees to accumulate Administrative Time ("Admin Time") in an amount equivalent to the excess hours required by their job functions for appearances before the Town Council, Town Boards and Commissions, citizens' groups, and intergovernmental bodies and for maintenance of essential services during emergencies as follows:

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Regular Full-Time Employees hired or promoted into the Association prior to 7/1/20 shall be permitted to accumulate up to eighty (80) hours of Admin Time per fiscal year and, in the event an employee has not used the Admin Time to which he/she is entitled during a fiscal year, may exercise the option to cash out a maximum of sixty (60) hours per fiscal year during the last pay period in June. Regular Part-Time Employees hired or promoted into the Association prior to 7/1/20 shall be permitted to accumulate up to sixty (60) hours of Admin Time per fiscal year and, in the event an employee has not used the Admin Time to which he/she is entitled during a fiscal year, may exercise the option to cash out a maximum of forty (40) hours per fiscal year during the last pay period in June.

Regular Full-Time Employees hired or promoted into the Association on or after 7/1/20 shall be permitted to accrue Admin Time up to a maximum of forty (40) hours per fiscal year and, in the event an employee has not used the Admin Time to which he/she is entitled during a fiscal year, may exercise the option to cash out a maximum of forty (40) hours of such Admin Time per fiscal year during the last pay period in June. Regular Part-Time Employees hired or promoted into the Association on or after 7/1/20 shall be permitted to accrue Admin Time equivalent to the number of hours they work in one week (i.e., a 32-hour/week position may accrue up to 32 hours of Admin Time) per fiscal year, and, in the event an employee has not used the Admin Time to which he/she is entitled during a fiscal year, may exercise the option to cash out the same amount of hours set forth above during the last pay period in June.

Regardless of the employee's hire or promotion date into the Association, any Admin Time remaining at the end of the fiscal year may not be carried over into the next year, and each employee's Admin Time balance will reset to zero as of July 1 of each fiscal year.

ARTICLE 12: PROMOTIONS

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, salary range, and test procedure. The opening may be advertised simultaneously with internal postings.

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

ARTICLE 13: COMPENSATION

1. COMPENSATION

- 1.1 The Salary and Wage schedule in effect as of July 1, 2020 (FY21) is attached hereto as Attachment A.
- 1.2 Effective July 1, 2020, the cost of living increase for all members of the Association shall be 2.0%, which is already included in the Salary and Wage

schedule in Attachment A hereto.

- 1.3 Effective July 1, 2021, the cost of living increase shall be 2.0%. The minimum and maximum of the salary ranges for all positions in the Association shall be adjusted by the COLA on July 1, 2021.
- 1.4 Effective July 1, 2022, and each subsequent year of this Agreement, all members of the Association shall receive a cost of living adjustment based upon the Boston Regional Office Consumer Price Index referred to as CPI-U as published by the U.S. Department of Labor, for the twelve (12) month average for the period ending December 31 of the preceding year, except that in no event shall such increase be greater than two percent (2.0%) and if the adjustment would be negative, no such adjustment shall occur. The minimum and maximum of the salary ranges shall be adjusted each fiscal year by the COLA applicable to each fiscal year for all positions except the following: Police Chief, Fire Chief, Director of Public Works & Engineering, and Prosecutor.
- 1.5 Starting salaries may vary according to the credit given by the Town for relevant training, education and experience in excess of the minimum normally required for employment in each class and rank as determined by the town Manager.

2. PERFORMANCE PAY PLAN

2.1 Plan Administration:

- 2.1.a Each employee of the Association shall be eligible for a merit increase based on an annual evaluation. Any merit increase resulting from such evaluation shall become effective on July 1st of each fiscal year. Evaluations shall be completed in writing using the applicable Employee Evaluation Form provided in Attachment B. The employee shall complete and submit the employee's portion of the Employee Evaluation Form to his/her supervisor not less than thirty (30) days prior to July 1 of each fiscal year. The immediate supervisor shall meet with the employee as soon as practicable after receipt of the self-evaluation for the sole purpose of reviewing the Employee Evaluation form and determine the amount of the merit increase. The focus of the annual self-evaluation shall be the employee's effective discharge of his/her duties.
- 2.1.b Interim evaluations may be conducted at any time during the evaluation year as necessary due to the employee's supervisor deeming the employee's performance unsatisfactory. All such cases must be documented, including identification of the performance deficiency, a specific plan and timetable for achievement of a satisfactory evaluation.

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- 2.1.c Employees are encouraged to maintain records of performance incidents throughout the evaluation year for use in supporting the yearly evaluation and all discussions up to and including appeals.
- 2.1.d Evaluations are to be as objective in nature as possible and may be appealed, but are not subject to the grievance procedure.
- 2.1.e Overall responsibility for administration of the program shall be vested with the Town Manager.

2.2 Evaluation Classification Levels:

Employees hired by the Town before July 1, 2013 and who are Association members as of June 30, 2020 shall be eligible for an annual merit increase of up to 5% (4.5% if the merit raise would put the employee's current salary above the maximum salary for his/her range, and the amount of the merit increase in excess of said maximum shall be paid as a lump sum ("max over merit")).

Employees hired by the Town on or after July 1, 2013 but prior to July 1, 2020 and who are current Association members as of June 30, 2020 shall be eligible for an annual merit increase of up to 3%.

Employees hired or promoted into the Association on or after July 1, 2020 shall be eligible for an annual merit increase of up to 3%.

ARTICLE 14: HOLIDAYS

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

New Year's Day	Memorial Day	Veteran's Day
Presidents Day	Independence Day	Thanksgiving Day
The Day after Thanksgiving	Labor Day	½ day on December 24
Columbus Day	½ day on December 31	
Christmas Day	Martin Luther King Day-or Floating Holiday*	

Regular Part-Time employees receive holiday pay on a pro-rata basis for any holidays that fall on one of their regularly scheduled workdays. For example, assume a Regular Part-Time employee works 6 hours/day on Mon/Wed/Friday, and a holiday falls on a Monday. Said employee would be paid 6 hours holiday pay for that Monday. If the holiday falls on a Tuesday or Thursday, said employee would not be paid holiday pay for that holiday."

If an employee in the Association is required to work on a holiday, the employee shall be allowed to take a mutually agreed upon discretionary day off within three months of the holiday

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missed. The Town shall not deny mutual agreement with an individual's request to take discretionary time off, except for good cause.

*The floating holiday is "use it or lose it" during each fiscal year. Any unused floating holiday will not be paid out upon separation, regardless whether the separation is voluntary or involuntary.

An employee on unpaid personal leave of absence, long-term disability leave, unpaid FMLA leave and/or unpaid disciplinary leave will not receive holiday pay while on leave.

ARTICLE 15: VACATIONS

Vacation accruals (for the previous month) are granted after the conclusion of each calendar month. Employees shall accrue vacation time on the following schedule:

LENGTH OF CONTINUOUS SERVICE	VACATION ACCRUAL RATE (HOURS PER MONTH)
DOH (date of hire) through end of employee's first calendar month	6.66*
Completion of 2nd calendar month through the end of the 24th calendar month	6.66
Completion of 25th calendar month through completion of 36th calendar month	7.33
Completion of 37 th calendar month through completion of 48th calendar month	8.00
Completion of 49 th calendar month through completion of 60 th calendar month	8.66
Completion of 61 st calendar month through completion of 72 nd calendar month	10.66
Completion of 73 rd calendar month through completion of 84 ^{thh} calendar month	11.33
Completion of 85 th calendar month through completion of 96 th month	12.00
Completion of 97 th calendar month through completion of 108 th month	12.66
Completion of 109 th calendar month through completion of 120 th calendar month	13.33
Completion of 121 st calendar month through separation	14.66

*Newly hired employees will be granted a pro-rated vacation accrual based upon the number of

days worked in their first month.

Starting vacation time may vary based on years of service credit given by the Town for relevant training, education and experience in excess of the minimum normally required for employment.

A newly-hired employee will not be permitted to schedule vacation during his/her six (6) month Probationary Period unless approved by the Town Manager and will not be eligible to any payout of vacation accrual if his/her employment is terminated during the Probationary Period unless approved by the Town Manager prior to separation.

With Department Head approval, an employee may take vacation accrued in advance of the schedule provided above.

Employees may carry over accrued vacation as long as the total carry over and current year's eligibility does not exceed two times (2) the yearly total to which the employee is entitled.

When an employee terminates his/her employment with the Town for any reason other than cause, he/she shall be compensated for 100% of all accrued vacation, provided that the employee has given at least two (2) week's advance notice of his/her intent to terminate employment with the Town. The Town Manager is authorized to waive or otherwise reduce the minimum advance notice requirement.

If an employee covered by this contract is eligible for fifteen (15) or more days of vacation during the current service year, such employee shall have the option of being paid for vacation time up to five (5) days as follows: during the month of December, an employee may elect to receive a cash payment of up to five (5) vacation days ("Vacation Cash Out"), with said vacation days to be earned during the following calendar year (the "Accrual Year"). Said Vacation Cash Out election shall be irrevocable and will be paid in the pay period which contains December 1 of the Accrual Year, assuming said employee was still employed by the Town as of December 1 of the Accrual Year and assuming said employee has the requisite number of days he/she elected for Cash Out on the books as of December 1 of the Accrual Year.

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

ARTICLE 16: SICK LEAVE

Sick Leave shall accrue at the rate of one (1) day (8 hours for Full-Time employees, and pro-rated for Regular Part-Time employees) per month. Sick Leave may accumulate to a maximum of one hundred and twenty-five (125) days for all members of the Association if hired by the Town after June 30, 2003 and before July 1, 2013. Sick leave may accumulate to a maximum of thirty (30) days for all members of the Association hired on or after July 1, 2013. All members hired by the Town before June 30, 2003 shall be "Grandfathered" with unlimited accumulation of sick leave.

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The Town shall have the right at all times to investigate any sickness claimed by an employee. At the discretion of the Department Head or Town Manager, a doctor's certificate may be required for absence due to illness. When such certificate is required for three or more days of absence, it shall be at the expense of the employee. When a doctor's certificate is required for less than three days, it shall be at the expense of the Town. If the absence is for a qualifying reason under the Family Medical Leave Act (FMLA), the provisions of the Town's FMLA policy shall control.

Sick leave may be used for actual non-work-related sickness or injury of the employee. Sick leave may be used for an instance of illness of a member of the employee's immediate family. For purposes of the Section, immediate family shall be: husband, wife, child or parent of either the employee or employee's spouse. If the absence is for a qualifying reason under the Family Medical Leave Act (FMLA), the provisions of the Town's FMLA policy shall control.

Employees that leave the employment of the Town for any reason, other than cause, shall be eligible for a maximum payment of their accumulated sick leave up to the following schedule:

All employees hired into or promoted into the Association before July 1, 2013:

1-5 years of service to the Town	10 days
6-10 years of service to the Town	27 days
11-15 years of service to the Town	45 days
16-20 years of service to the Town	60 days
Over 20 years of service to the Town	90 days

All employees hired into or promoted into the Association on or after July 1, 2013:

1-5 years of service to the Town	5 days (40 hours)
6-10 years of service to the Town	10 days (80 hours)
11-15 years of service to the Town	12.5 days (100 hours)
Over 15 years of service to the Town	30 days (240 hours)

An employee may not receive payment for more sick leave than she or he has accumulated at the time of termination.

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

Notification of absence shall be given as early as possible on the first day of absence.

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

leave has been exhausted. If the absence is for a qualifying reason under the Family Medical Leave Act (FMLA), the provisions of the Town's FMLA policy shall control.

ARTICLE 17: PERSONAL LEAVE

Employees who have completed their probation may apply for and be granted unpaid leave of absence for personal reasons. Such leave shall be requested in writing through the appropriate channels to the Town Manager who shall make a final determination as to whether or not the leave will be granted. The decision of the Town Manager shall not be grievable.

Employees shall be granted two (2) paid personal days per fiscal year at their standard daily rate. Scheduling shall be with the approval of the Town Manager 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, and any unused personal day(s) shall not be paid upon separation, regardless whether the separation is voluntary or involuntary.

ARTICLE 18: BEREAVEMENT LEAVE

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

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

Under extenuating circumstances, two (2) additional days may be granted under Paragraph 1 of this ARTICLE with written approval of the Town Manager.

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 Town Manager.

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

ARTICLE 19: MILITARY LEAVE

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

ARTICLE 20: JURY DUTY

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

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.

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

ARTICLE 21: INSURANCE

Health Insurance:

1a. Effective July 1, 2020, the Town shall contribute towards the cost of health insurance selected by an eligible Regular Full-Time employee as follows:

- The Town shall pay 100% of the premium for Lumenos - High-Deductible Health Plan for single, two-person or family coverage.
- In the event an eligible employee opts for the Blue Choice (POS) Plan, the employee will pay the additional premium cost over and above 100% of the premium cost of the Lumenos plan.
- In the event an eligible employee opts for the Access Blue (HMO) Plan, the Town will contribute 80% of the Access Blue premium for single, two-person or family coverage; the employee will pay the remaining 20% of said premium.

1.B. For eligible Full-Time employees who opt to participate in the Lumenos plan and who are eligible to contribute to an HSA, the Town will contribute, during the first full pay period of July of each fiscal year, the following amounts to the employee’s Health Savings Account:

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

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.

2. If an employee of the Association elects to opt out of the Town-sponsored health insurance, the Town shall pay \$2,500 to the employee as an insurance opt-out payment, regardless whether the employee would have been eligible to elect a single, 2-person or

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family plan. Opt-out payments shall be divided into equal installments and paid in such installments during each regular pay period. In order to opt out of Town-sponsored health insurance, an employee must attest, during open enrollment, to having other insurance coverage for themselves and their covered tax dependents which meets the minimum essential coverage requirements under the Affordable Care Act.

3. If a Full-Time employee in this Association is married to another Full-Time employee of the Town on or after June 30, 2020, the employee with the lower applicable opt-out payment shall receive the opt-out payment.
4. For employee spouses hired on or after July 1, 2020, there shall be no opt-out payment provided to the spouse who is not the primary insurance holder of Town-sponsored health insurance.

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

Short Term Disability: The Town shall provide, at no expense to employees, short-term disability insurance covering non-work related accidents and illness to commence on the fifteenth (15) day of such illness or accident with a maximum benefit period of twenty-six (26) weeks at 66 2/3% of the employee's basic weekly earnings with a maximum weekly benefit of \$1,250.00.

Long Term Disability: The Town shall provide, at no expense to employees, long-term disability insurance covering non-work related accidents and illness to commence after the twenty sixth (26) week of such illness or accident at 66 2/3% of the employee's basic weekly earnings up to a monthly maximum benefit of \$5,500.00.

Liability Insurance: 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 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. 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.

Life Insurance: 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.

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

Regular Part-Time Employees do not participate in the Town's health, dental, or other insurance benefits outlined in this Article.

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 the Town's 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 22: WORKERS' COMPENSATION

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.

ARTICLE 23: CLOTHING/TRAVEL ALLOWANCE

Employees required to wear a uniform, including work boots, shall receive an annual uniform allowance of five hundred dollars (\$500) per fiscal year for the purpose of purchasing and maintaining required uniforms. Such uniform allowance shall be paid in the second pay period of July as a lump sum through payroll and is subject to applicable taxes and withholding. Employees with less than one year of service shall receive the aforementioned uniform allowance on a pro-rata basis.

The Town will reimburse employees at the federal government rate for vehicle usage when personal vehicles are utilized for Town business other than transportation to and from work.

ARTICLE 24: EDUCATIONAL INCENTIVE AND TUITION

Any employee who has 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 weekly installments throughout the year.

Employees shall receive tuition reimbursement for courses passed in a job-related degree program, certificate program or any other program pre-approved by the Town Manager and according to the terms of this paragraph. In order for a course to qualify for reimbursement, an employee must earn a passing grade which shall be evidenced by a report from the school. If tuition reimbursement exceeds the IRS calendar year limit for an individual (currently, \$5,250/year), such tuition reimbursement may be taxable to the employee; such determination will be made on a case-by-case basis in accordance with IRS regulations.

ARTICLE 25: PROFESSIONAL CERTIFICATIONS

The Town will cover the costs of obtaining or maintaining certifications, licensing and professional association membership(s) which are currently paid for as well as the costs of other certification, licensing and professional association membership(s) as may become applicable in the future, so long as such certifications/licensing/memberships remain applicable, are required for their position, and/or are authorized by the Town Manager.

ARTICLE 26: OUTSIDE WORK DETAILS

Compensation and scheduling for Outside Work Details shall be on the same terms, conditions and rate as provided by the Police Department for all other sworn personnel.

ARTICLE 27: DISCIPLINE AND TERMINATION FOR CAUSE

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.

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

ARTICLE 28: 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 discuss the complaint with the Town Manager 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 Town Manager shall give his/her answer within five (5) working days. It is anticipated that nearly all complaints can be resolved informally without a written 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 the Town Manager within ten (10) working days of the incident or the date the employee could reasonably first been made aware of the incident. Within five (5) working days of receipt of the grievance, the Town Manager must set a calendar date for an informal hearing. Said hearing shall be calendared for a date/time no more than thirty (30) calendar days from the date of receipt of the grievance.
3. 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.
 - 3.1 The cost of the arbitrator shall be borne equally by the Town and the Association with each party responsible for its own costs.
 - 3.2 The foregoing time limitations may be extended by mutual agreement of the parties.
 - 3.3 Failure of the grievant to abide by the time limits set out in this article shall result in the grievance being deemed abandoned.
 - 3.4 Failure of the Town to abide by the time limits set out in this article shall result in the grievance being deemed granted.

ARTICLE 29: ACCRUAL OF SICK AND VACATION TIME WHILE ON LEAVE

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

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2. An employee on workers' compensation leave will continue to accrue vacation time and sick time during the period which he/she is receiving workers' compensation payments.
3. An employee on unpaid leave (including unpaid FMLA leave and unpaid disciplinary leave) will NOT accrue vacation time and sick time during such unpaid leave.
4. Employees who are receiving long-term disability payments from the Town's carrier will not accrue vacation time and sick time while on long-term disability leave.

ARTICLE 30: DURATION OF AGREEMENT

This agreement shall commence on July 1, 2020 and shall expire on midnight, June 30, 2025.

ARTICLE 31: 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 32: 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

President

Vice President

Secretary/Treasurer

TOWN

Town Manager

Date Signed: _____

ATTACHMENT A - FY21 SALARY RANGES - LEEA
EFFECTIVE 7/1/20
(inclusive of 2% COLA)

	MIN	MAX
Town Finance Director	\$78,071.02	\$103,523.42
Town Assessor	\$74,745.82	\$100,167.89
Director Public Works & Engineering	\$86,747.90	\$132,600.00
Building Inspector	\$74,745.82	\$99,112.82
Fire Chief	\$86,747.90	\$132,600.00
Administrative Services Director	\$78,071.02	\$103,523.42
Police Chief	\$86,747.90	\$132,600.00
Police Prosecutor	\$62,426.91	\$91,800.00
Dir Planning & Economic Development	\$74,745.82	\$103,523.42
Family Mediation Director	\$22,802.69	\$25,768.18
Director of Cable Services	\$47,080.81	\$67,159.56
Recreation Director	\$22,802.69	\$25,768.18
Director of Senior Affairs	\$44,851.22	\$48,328.00
Director of Community Development	\$79,978.30	\$110,770.88
Director of Cable & Tech Operations	\$55,482.69	\$79,895.70