

**AGREEMENT BETWEEN**

**THE TOWN OF LONDONDERRY**

**AND**

**THE LONDONDERRY ASSOCIATION OF  
POLICE SUPERVISORS**

**JULY 1, 2025 THROUGH JUNE 30, 2028**

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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 Association of Police Supervisors (hereinafter “The Association”) is made and entered into on the \_\_\_\_ day of \_\_\_\_\_.

**ARTICLE 2: PURPOSE**

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

**ARTICLE 3: RECOGNITION**

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

- |                                 |                              |
|---------------------------------|------------------------------|
| Deputy Police Chief             | Police Executive Assistant   |
| Paralegals                      | Police Lieutenants           |
| Police Administrative Secretary | Public Safety IT Coordinator |
| Police Captains                 |                              |

**ARTICLE 4: DEFINITIONS**

1. AGREEMENT: Herein refers to this agreement between the Town of Londonderry, New Hampshire, and Londonderry Association of Police Supervisors.
2. ANNIVERSARY DATE: An employee’s anniversary date is defined as the date when the employee entered the full-time service of the Town as provided on the Town’s personnel record.
3. ASSOCIATION: Hereinafter refers to the Londonderry Association of Police Supervisors.
4. DEPARTMENT: A functional division of the Town.
5. EMPLOYEE: Hereinafter used, refers to members of the Association.
6. PROBATIONARY EMPLOYEE: A newly hired employee working during an identified period whose ability to perform the responsibilities of his/her newly appointed position employees.
7. PROBATIONARY PERIOD: A probation period shall be six (6) months and may be extended for an additional six (6) months by the employee’s department head from the date of appointment to a position.
8. FULL TIME: Employees who have successfully completed a probationary period and are assigned to a weekly work schedule of forty (40) or more hours.
9. REGULAR PART-TIME: Employees who have successfully completed a probationary period and are assigned to a regular workweek less than forty (40) hours herein.

10. SENIORITY: The length of full-time service with the Town, beginning with the employee's anniversary date.
11. SENIORITY BY RANK/POSITION: Shall be determined by the employee's date of promotion and/or assignment to his/her current duties for the purposes of determining seniority and/or assignment to his/her current rank for the purposes of determining the senior ranking employee.

**ARTICLE 5: NON-DISCRIMINATION**

The Town and the Association agree not to discriminate against a member of the unit because of race, creed, color, sex, age, national origin, religion, marital status, sexual orientation, gender identity, disability or membership in the Association and further agree not to infringe upon any member's freedom of religion pursuant to Article 5 of the New Hampshire State Constitution

**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-A:1.

**ARTICLE 7: ASSOCIATION OFFICERS**

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

**ARTICLE 8: MEMBERSHIP**

This Article 8 involves only the relationship between the Association and its members. The Town takes no position on any statement in this Article 8. The Town requires only that all newly hired employees are provided a copy of this Article 8 when asked to join the Association.

The Association requires that an employee who joins the Association after the signing of this Agreement shall remain a member of the Association during the terms of this Agreement period. An employee may withdraw from the Association within 30 days of the end of each contract year in writing to the Town and Association.

It is the Association's position that the negotiation for and administration of the Agreement entail expenses which appropriately should be shared by all Employees who are beneficiaries of the Agreement. To this end, if an Employee in the bargaining unit does not want to be a member of the Union, he/she must sign a statement to that effect. The Association requires that the Employee shall also acknowledge and agree that if

representation by the Union is requested by the Employee, the Employee will be required to pay the union all expenses to the extent permissible by applicable law, prior to any representational duties taking place.

This Article 8 is for informational purposes and the Town will not be held liable for any disputes arising from said paragraphs.

**ARTICLE 9: NO STRIKE**

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

**ARTICLE 10: PROMOTIONAL PROBATIONARY PERIOD**

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

**ARTICLE 11: LAYOFF/RECALL**

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

Employees shall lose seniority and shall not 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 12: SCHEDULED WORK WEEK AND HOURS**

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

Deputy Police Chief	Police	M-F 8:00 AM - 4:00 PM	40
Paralegals*	Police	M-F 8:30 AM – 5:00 PM	40
Police Administrative Secretary*	Police	M-F 8:30 AM - 5:00 PM	40
Police Captains	Police	M-F 8:00 AM - 4:00 PM	40
Police Executive Assistant*	Police	M-F 8:30 AM - 5:00 PM	40
Police Lieutenants*	Police	S-S 12 Week Rotating Schedule	40
Public Safety IT Coordinator	Police	M-F 8:00 AM – 4:00 PM	40

\* Non-Exempt Employees

2. The Association recognizes that the workweek and hours of the employees of the Police Department must be flexible in order to meet the operational requirements of their department. Accordingly, the Department Head and any member who works a weekday schedule may mutually agree to a schedule which differs from the normal work schedule set forth in paragraph 1. of this Article.
3. Non-exempt employees shall be granted a one-half hour lunch break each workday and two fifteen-minute rest breaks each working day.
4. Employees shall have a normal workweek of five (5) eight-hour days, followed by two (2) days of rest which might not be consecutive, depending on the emergency needs of the Department.
5. Non-exempt employees required to attend meetings, hearings, or another Town activity or who are otherwise required to work in excess of the normal work schedule due to operational requirements of their Department, shall be compensated in wages at a rate of one and one-half times for such extra hours worked, or subject to the mutual agreement of the Department Head and the employee, be granted compensatory time ("Comp Time") at the rate of time and one-half (1.5) hours. With regard to Comp Time, the following rules shall apply:
  - a. Comp Time may be accrued to a maximum balance of 42 hours. When an employee uses a certain number of hours of Comp Time as time off, said number of hours shall be deducted from his/her Comp Time balance, and he/she may then subsequently re-earn, over time, the same amount of Comp Time up to 42 hours. Any hours worked in excess of the employee's maximum Comp Time balance must be compensated as overtime.
  - b. All Comp Time hours earned must be approved by the employee's supervisor and recorded on a weekly basis. If the employee and supervisor do not mutually agree that the time shall be credited as Comp Time, it will be paid as overtime for that pay period. The Town and/or applicable Department will provide a mechanism through which Comp Time shall be recorded and approved.

- c. Use of Comp Time shall be by mutual agreement of the employee and the Department Head.
  - d. Any unused Comp Time balance shall be paid at termination of employment, whether such termination is voluntary or involuntary.
6. Exempt employees required to attend committee or Council meetings, hearings or another Town activity in excess of their normal work schedule shall be permitted to accrue administrative time off (“Admin Time”) in an amount equivalent to the time spent in such meetings, hearings or other Town activities, up to a maximum of eighty (80) hours of Admin Time per fiscal year. Except for emergency situations, Admin Time shall be scheduled subject to the needs of the Department with forty-eight (48) hours advance notice. Employees may exercise the option to cash out a maximum of sixty (60) hours of Admin Time per fiscal year during the last pay period in June. Admin Time may not be carried over from one fiscal year to another, and any Admin Time balance remaining at the end of a fiscal year will re-set to zero (0) as of July 1.
  7. Non-exempt employees who return to work prior to the next normal shift for attendance at Board or Commission meetings, for which the employee’s job description requires their attendance, shall be compensated for the actual hours worked, or, if the meeting’s duration is less than three (3) hours, the employee may perform meeting-related duties after the meeting. The amount of time worked under these circumstances, including the meeting, shall not exceed a total of three (3) hours. Employees shall be compensated at the rate of time and one-half for all time actually worked.
  8. Non-exempt employees required to attend court during their off-duty hours shall be paid a minimum of three (3) hours at time and one-half at that employee’s regular hourly rate, less the witness fee received by such employees, or compensatory time at the rate of one and one-half the time spent in court inclusive of the statutory witness fee.
  9. Police Lieutenants, Police Captains and Deputy Chief scheduled for Shift Details shall be paid at the rate of time and one-half of the employee’s regular rate of pay. Scheduled Shift Details shall be offered on a rotation list of Police Lieutenants followed by Police Captains on a seniority basis within their respective grades. The list, once started, shall continue ad infinitum, for the balance of this contract. The determination of the need for and scheduling of special Shift Details shall be at the sole discretion of the Chief of Police or his designee, as the needs of the agency require.

**ARTICLE 13: RECRUITMENT/PROMOTIONS**

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

**ARTICLE 14: COMPENSATION AND PERFORMANCE BASED PAY PLAN**

1. The Salary and Wage Schedules effective July 1, 2025, July 1, 2026 and July 1, 2027 are provided in Appendix A.

2. As to cost-of-living increases:

2.1 Effective July 1, 2025 there shall be no cost-of-living increase or merit increase for members of the unit for FY26.

2.2 Effective July 1, 2026 (FY27) all members of the unit 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 less than 1.5% nor greater than 3.0%.

2.3 Effective July 1, 2027 (FY28) all members of the unit 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 less than 1.5% nor greater than 2.5%.

3. Starting salaries may vary according to the credit given by the Town for relevant training, education and experience in excess of the minimum normally required for employment in each class and rank as determined by the functional Department Head and/or the employee's Department Head or immediate supervisor.

4. PERFORMANCE PAY PLAN

\*For year 1 of the agreement only, employees of the association will not be eligible for a merit increase.

4.1 Plan Administration:

4.1.a. Each employee of the Association shall be evaluated at least once annually no later than August 31 of each fiscal year by their immediate supervisor, with any merit award effective as of September 1 of each fiscal year. This provision shall extend to performance review only and should not change a member's anniversary date for purposes of calculating leave accrual. The evaluation shall become the basis for any available merit eligibility, and a determinant of unsatisfactory or substandard job performance.

Evaluations under this paragraph shall be completed in writing using the applicable performance evaluation form provided in Appendix B, or in a narrative form that follows the instructions set forth in the coverage page of the evaluation form.

4.1.b. The supervisor will rate the employee's performance based on five performance dimensions that will be selected from those listed in the instructions on the evaluation form.

The supervisor will provide feedback on progress made toward the previous year's goals (if applicable), document significant achievements, list areas of improvement, and provide a list of goals for the employee to work toward in the coming performance year.

The supervisor should indicate the recommended increase as set forth in the table below:

Outstanding	3.0%
Exceeds Expectations	2.5%
Meets Expectations	1.5%
Does Not Meet Minimum Requirements	0.0%

The supervisor should review the evaluation with the employee, and the employee may add comments.

The evaluation should be signed by the employee, the supervisor, and the Town Manager prior to being submitted to the Human Resources department for processing.

- 4.1.c. Interim evaluations may be conducted at any time during the evaluation year as necessary due to unsatisfactory or substandard job performance, as evidenced by a “Does Not Meet Minimum Requirements” ranking. All such cases must be documented, including identification of the performance deficiency, a specific plan and timetable for achievement of a rating of at least “Meets Expectations” and a statement of disciplinary action imposed, if any.
- 4.1.d. Employees are encouraged to maintain records of performance incidents throughout the evaluation year for use in supporting the yearly evaluation and all discussions up to and including appeals.
- 4.1.e. Evaluations are to be as objective in nature as possible and may be appealed but are not subject to the grievance procedure.
- 4.1.f. Overall responsibility for administration of the program shall be vested with the Town Manager.
- 4.2.a. 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 4.1a and in 4.2 above, for his/her “evaluation results.”
- 4.2.b. Appeals: In the event an employee is not in agreement with his/her immediate supervisor’s evaluation, he/she may appeal the evaluation to the Town Manager. The decision of the Town Manager shall be non-grievable.

**ARTICLE 15: HOLIDAYS**

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

New Year’s Day	Thanksgiving Day
President’s Day	Day After Thanksgiving Day
Memorial Day	1/2 Day on December 24
Independence Day	Christmas Day
Labor Day	1/2 Day on December 31
Columbus Day	Floating Holiday*
Veteran’s Day	

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

2. If a non-exempt employee is required to work due to operational requirements on a holiday which is his/her scheduled day off, the employee shall be compensated with compensatory time off or pay, at the rate of one and one-half times his or her base hourly rate for all hours worked that day.
3. 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.
4. 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.
5. 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 16: VACATIONS**

1. 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 ACURAL 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 <sup>th</sup> calendar month through completion of 48 <sup>th</sup> calendar month	8.00
Completion of 49 <sup>th</sup> calendar month through completion of 60 <sup>th</sup> calendar month	8.66
Completion of 61 <sup>st</sup> calendar month through completion of 84 <sup>th</sup> calendar month	10.66
Completion of 85 <sup>th</sup> calendar month through completion of 120 <sup>th</sup> calendar month	11.33
Completion of 121 <sup>st</sup> calendar month through separation	14.00

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

2. A newly hired (as opposed to newly promoted into the unit) employee will not be permitted to schedule vacation during his/her six (6) month Probationary Period and will not be eligible to any vacation accrual payout upon separation if employment is terminated during the Probationary Period. Upon the successful completion of probation, the employee may, with the Department Head’s approval, use up to five (5) working days (or shifts) of the first year’s vacation accrual.
3. With Department Head approval, an employee may take vacation accrued in advance of the schedule provided in Section 1.
4. Employees may carry over accrued vacation as long as the total carry over and current year’s eligibility does not exceed two (2) times the yearly total to which the employee is entitled.
5. In instances of conflict in scheduling vacations, the rule of departmental seniority within the bargaining unit shall govern. The number of persons who may take a vacation at any one time shall be determined at the sole discretion of the Department Head.
6. When a non-probationary (i.e, non-newly hired) employee terminates his/her employment with the Town for any reason other than cause, he/she shall be compensated for 100% of all accrued vacation, provided that the employee has given at least two (2) weeks’ advance notice of his/her intent to terminate employment with the Town.
7. The provisions of this Article shall apply to Regular Part-Time employees on a pro-rata basis
8. 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

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

**ARTICLE 17: SICK LEAVE**

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

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

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

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

4. At the time of voluntary termination of employment or layoff, an employee shall be entitled to receive compensation as follows (assuming he/she has the following accruals on the books at the time of separation):

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

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

5. Notification of absence shall be given as early as possible on the first day of absence. If such notification is not made, such absence may, at the discretion of the Department Head, be applied to absence without pay.
6. If an employee has no sick leave credits, an absence shall be charged at the discretion of the Department Head to absence without pay or vacation leave. If vacation leave is to be used, the employee must first approve of its use.
7. Any non-work-related accident or illness in excess of fifteen (15) consecutive calendar days shall be treated in accordance with ARTICLE 22 - INSURANCE, Section 4 - Short Term Disability; however, an employee may elect to use accrued sick time to supplement any STD payments to maintain his/her full wages during the term of disability until all such accrued sick leave has been exhausted. 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.
8. Employees who are re-employed following an absence of not more than one year shall be credited with their remaining unused sick leave, exclusive of payment made in accordance with Section 4 of this ARTICLE, as of their termination date provided that the absence was due to an involuntary layoff.
9. Sick leave abuse shall constitute grounds for disciplinary action.
10. Regular Part-Time employees shall be eligible for provisions of this Article on a pro-rata basis.
11. Any portion of accrued leave payable which would result in a supplemental assessment by NHRS to the Town shall be made 121 days following the last day of employment.

**ARTICLE 18: PERSONAL LEAVE**

1. Employees who have completed their probation may apply for and be granted an unpaid leave of absence for personal reasons. Such leave shall be requested in writing through the appropriate channels to the Department Head. The Department Head shall submit a recommendation to the Town Manager whose decision shall be final and binding.
2. When unpaid leaves of absence exceed sixty (60) days, seniority will cease to accumulate for the additional leave period beyond sixty (60) days.
3. Any employee who accepts employment or conducts a business during a leave of absence shall be immediately terminated unless such activities had been previously approved by the Department Head.
4. Employees shall be granted two (2) paid personal day(s) per fiscal year at their standard daily rate. Scheduling shall be with the approval of the Department Head and may be taken in one-half ( $1/2$ ) day increments. There shall be no carry-over of personal days from one fiscal year to the next, and any unused personal day shall not be paid upon separation, regardless whether the separation is voluntary or involuntary

**ARTICLE 19: BEREAVEMENT LEAVE**

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

Spouse/Partner	Brother/Stepbrother	Son/Stepson	Grandmother	Uncle
Father	Brother-In-Law	Son-In-Law	Grandfather	Aunt
Father-In-Law	Sister/Stepsister	Daughter/Stepdaughter	Grandchild	Nephew
Mother	Sister-In-Law	Daughter-In-Law		Niece
Mother-In-Law				

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

3. Employees may be granted (3) shifts for 40-hour employees of paid leave in the event of a serious life-threatening illness of a member of that employee’s immediate family; however, the granting of any such leave shall be at the sole discretion of the Department Head and the Department Head’s refusal to grant any such leave shall not be subject to the grievance or arbitration provisions set forth in ARTICLE 29 - GRIEVANCE PROCEDURE.

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

**ARTICLE 20: 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 upon satisfactory evidence of such service and pay provided to the employee’s immediate supervisor.

**ARTICLE 21: JURY DUTY**

1. An employee who is called as a juror shall assign payment received by the employee for such jury service to the Town (“sign over” the checks to the Town) and the employee will receive their regular rate of pay (budgeted wage less normal deductions, not including overtime) for such service, except that in no event shall an employee be expected to assign an amount in excess of his/her regular rate of pay.
2. Employees who are called to jury duty and are excused from jury duty for a day or any portion thereof during their normal work schedule shall be required to report to their regular work assignment as soon as is reasonably possible after being excused.
3. Satisfactory evidence of such jury service must be submitted to the employee’s immediate supervisor.

**ARTICLE 22:            INSURANCE**

1.A. Effective July 1, 2025, and in years one and two of the agreement the Town shall contribute towards the cost of health insurance selected by the eligible Full-Time employee as follows: 100% of the premium for Lumenos - High-Deductible Health Plan for single, two-person or family coverage. Effective July 1, 2027 in year three of the agreement, the Town shall contribute towards the cost of health insurance selected by eligible regular full-time employee as follows: 95% of the premium for Lumenos High Deductible Health Plan for single, two-person or family coverage, with the regular full-time employee contributing the remaining 5% of the applicable premium. In the event an 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 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.

1. C. Subject to the provisions of paragraphs 1.E and 1.F below, the Town shall offer Members who opt out of the Town's health insurance plan a buyout of health insurance premiums of \$12,000.00 per year (\$1,000 per monthly payment) for the family plan, \$10,000.00 (\$833.33 per monthly payment) for the 2-person plan, and \$5,000.00 (\$416.67 per monthly payment) for the single person plan for all Members. In the event that the Town's avoided cost for insurance is less than the above amounts, these amounts will be reduced to the avoided cost to the Town. In no event shall the payment in lieu of receiving health insurance coverage exceed the amounts shown above.

Buyout payments shall be divided into equal installments and paid in such installments during each regular pay period. If a Member's status of qualification changes after they are receiving the insurance buyout (i.e., family plan, 2-person plan or single plan), the Member shall be eligible to receive the appropriate amount whether it is an increase to the family or 2-person plan or a decrease to the 2-person or single plan.

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

1.D 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.

1.E. 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.

2. Dental Insurance: The Town agrees to provide, at no cost to employees, dental insurance through Northeast Delta Dental, Option III (or comparable coverage mutually agreed upon),

Coverage A - 100%, Coverage B - 80%, Coverage C - 50%, with \$25/\$75 deductible and \$1,000 maximum per year or equal coverage for single, two-person, or family membership.

3. Life Insurance and Disability: 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.
4. Short and Long-Term Disability:
  - 4.1 The Town shall provide, at no expense to employees, short-term disability insurance covering non-work-related accidents and illness to commence on the sixteenth (16<sup>th</sup>) day of such illness or accident with a maximum benefit period of twenty-six (26) weeks at 66 2/3% of the employee's basic weekly earnings to a weekly maximum benefit of seven hundred fifty dollars (\$750).
  - 4.2 The Town shall provide, at no expense to employees, long term disability insurance covering non-work-related accidents or illness to commence after the twenty-sixth (26) week of such accident or illness at 66 2/3% of the employee's basic monthly earnings, up to a monthly maximum benefit of \$6,000.00.

5. Indemnification of Association Members:

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

6. Flexible Benefit Plan:

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

7. Retiree Medical Insurance

New Hampshire RSA 100-A:50 requires every political subdivision of the State to permit its employees upon retirement to continue to participate in the same group health plan coverage as is provided to active employees. The Town complies with this RSA.

Medicare eligible Retirees and Medicare eligible spouses and dependents of Retirees may enroll in the Medicare III Plan Without Prescription Coverage (MCNRX) or the Medicare Advantage Prescription Drug Plan (MAPD).

Each political subdivision, as employer, may require a Retiree to pay any part or all of the cost of the Retiree's participation in the Retiree health plan including the Medicare supplemental plans. The Town of Londonderry requires that Retirees pay 100% of the premium for all health plans offered.

8. It is expressly agreed by the parties to this Agreement that the Town may, in its sole discretion, obtain benefits set forth below from a different source(s) provided the benefits are comparable with the benefits presently provided.
9. Regular Part-Time Employees do not participate in the Town's health, dental, or other insurance benefits outlined in this Article.

**ARTICLE 23: WORKERS' COMPENSATION**

1. All employees of the Town who are injured or incur a job-related illness while in the performance of their duties shall receive any difference between their Workers' Compensation award and their base pay while on injury/illness for a period of twelve (12) months from date of such injury or illness. Following the period of twelve (12) months, employees may utilize any accrued vacation, sick leave, or personal days to cover any differential between their workers' compensation benefits and their regular base pay subject to all applicable deductions. The employee shall be responsible for payment of any contractual deduction (e.g., health insurance); failure to meet such payment for such obligations shall result in cancellation of the applicable benefit.
2. If an employee is denied benefits, he/she must repay the Town for all compensation received by virtue of payments provided under Paragraph 1, and repayment shall be made in accordance with applicable law.

**ARTICLE 24: CLOTHING**

1. If Association members are required to wear a uniform, the Town will provide the initial uniform issue to those employees. The uniform shall be specified by the Department Head, who shall maintain a list of approved uniform clothing items.
2. Employees required to wear a uniform shall receive an annual uniform allowance of eight hundred dollars (\$800.00) per year for the purposes of purchasing and maintaining required uniforms. Civilian employees not required to wear an official uniform shall receive an annual clothing allowance of three hundred fifty dollars (\$350.00) per year for the purposes of purchasing and maintaining occasional-wear official department clothing. All such clothing allowances shall be paid in the second pay period of July as a lump sum through payroll and are subject to applicable taxes and withholding. Employees with less than one (1) year of service shall receive the aforementioned uniform allowance on a pro-rata basis. The parties agree, as a material term of this Agreement, that the member is fully responsible for his/her uniform and its appearance.

**ARTICLE 25: EDUCATIONAL INCENTIVE**

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

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

3. Employees shall receive tuition reimbursement for courses taken in a job-related degree program, certificate program or any other program approved by their department head 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. The union, in its discretion as to order (whether it be first come-first served or another method of the union's choosing), shall submit tuition reimbursement requests to the Town (along with proof of required grade as set forth above), and reimbursement shall be made directly to the employee. If tuition reimbursement exceeds the IRS calendar year limit for any one individual (currently, \$5,250/year), such tuition reimbursement may be taxable to the employee; such determination will be made on a case-by-case basis in accordance with IRS regulations. The Town shall provide tuition reimbursement for association members up to a total of Eight Thousand Dollars (\$8,000) per contract year, with said monies to be divided among its association members however the union directs the Town to do so. In the event that any portion of the Eight Thousand Dollars (\$8,000) pot is not disbursed in any contract year, such balance shall be carried over to the next contract year, except that in no event shall a combined carry-over and current contract year appropriation exceed Ten Thousand Dollars (\$10,000)."

**ARTICLE 26: OUTSIDE WORK DETAILS**

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

**ARTICLE 27: DISCIPLINE AND TERMINATION FOR CAUSE**

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

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

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

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

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

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

3. If the employee is not satisfied with the Department Head's decision, he/she may file, within five (5) working days following the Department Head's decision, a written appeal with the Town Manager, who shall hold an informal hearing with the affected employee, a representative of the Association, and the Department Head, within thirty (30) working days of the receipt of the appeal, and provide a written decision within seven (7) working days after the hearing.

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

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

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

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

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

**ARTICLE 29: FAMILY AND MEDICAL LEAVE**

The terms of the Town's FMLA Policy in effect as of the date of this Agreement are hereby incorporated herein.

**ARTICLE 30: ACCURAL 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).

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 31: DURATION OF AGREEMENT**

This Agreement shall be in full force and effect on July 1, 2025 at 12:00 AM and shall expire on midnight, June 30, 2028.

**ARTICLE 32: MUTUAL AGREEMENT**

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

**ARTICLE 33: SEVERABILITY**

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

**ASSOCIATION**

Signed by:  
Alvin Bettencourt 3/13/2025  
DA94266349FD4B5...  
**President** **Date**

**TOWN**

Signed by:  
Kim Bernard 3/13/2025  
70BE993F6BB2456  
**Town Manager** **Date**

**LAPS Salary Ranges 7/1/25 - 6/30/28**

<b>EFFECTIVE 7/1/25 - 6/30/26</b>	<b>MINIMUM</b>	<b>MAXIMUM</b>
Paralegal	\$60,008.00	\$74,360.00
Police - Administrative Secretary	\$55,016.00	\$66,830.40
Police - Captain	\$100,006.40	\$143,894.40
Police - Deputy Chief	\$105,019.20	\$151,236.80
Police - Executive Assistant	\$60,008.00	\$75,420.80
Police - Lieutenant	\$97,510.40	\$123,177.60
Public Safety IT Coordinator	\$90,001.60	\$118,768.00

<b>EFFECTIVE 7/1/26 - 6/30/27</b>	<b>MINIMUM</b>	<b>MAXIMUM</b>
Paralegal	\$61,817.60	\$76,606.40
Police - Administrative Secretary	\$56,680.00	\$68,848.00
Police - Captain	\$103,022.40	\$148,220.80
Police - Deputy Chief	\$108,180.80	\$155,792.00
Police - Executive Assistant	\$61,817.60	\$77,688.00
Police - Lieutenant	\$100,443.20	\$126,880.00
Public Safety IT Coordinator	\$92,705.60	\$122,345.60

<b>EFFECTIVE 7/1/27 - 6/30/28</b>	<b>MINIMUM</b>	<b>MAXIMUM</b>
Paralegal	\$63,377.60	\$78,540.80
Police - Administrative Secretary	\$58,115.20	\$70,574.40
Police - Captain	\$105,601.60	\$151,944.00
Police - Deputy Chief	\$110,905.60	\$159,702.40
Police - Executive Assistant	\$63,377.60	\$79,643.20
Police - Lieutenant	\$102,960.00	\$130,062.40
Public Safety IT Coordinator	\$95,035.20	\$125,424.00

## PERFORMANCE EVALUATION FORM

Members of the association shall be evaluated by their immediate supervisor at least once annually. This evaluation shall take place no later than August 31st of each fiscal year, with any merit award effective as of September 1st of each fiscal year. The evaluation shall become the basis for any available merit eligibility.

### INSTRUCTIONS:

1. In **SECTION I** the supervisor should provide feedback on five applicable performance dimensions. These dimensions shall be determined by the supervisor and may include the following: work quality, communications, problem solving, collaboration, decision-making, planning and organization, adaptability, leadership, flexibility, handling stress, innovation, initiative, technical knowledge, or any criteria that is pertinent to the employee's position.  
*\*All employees in the same position shall be evaluated on the same performance criteria.*  
*\*\*Supervisors will inform employees of the five criteria their position will be rated on in advance of the start of the performance period, or when the employee is hired into or promoted into a position.*
2. In **SECTION II** the supervisor should provide feedback on the progress made toward goals set in the prior year's performance evaluation, if applicable.
3. In **SECTION III** the supervisor should list significant achievements, list areas of improvement and provide a list of goals for the employee to work toward in the coming performance year. The supervisor should indicate the recommended merit increase. Employees shall be eligible for an annual merit increase as set forth in the applicable collective bargaining agreement.
4. The supervisor should review the evaluation with the employee.
5. In **SECTION IV** the employee may add comments.
6. In **SECTION V** the evaluation should be signed by the employee, supervisor, and Town Manager.

**SECTION I**

CRITERIA:	

CRITERIA:	

CRITERIA:	

CRITERIA:	

<b>CRITERIA:</b>	

**SECTION II**

<b>PROGRESS TOWARD GOALS SET DURING LAST PERFORMANCE EVALUATION:</b>

**SECTION III**

**Achievements:**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

**Areas of improvement:**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

**Goals:**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

Recommended merit increase: \_\_\_\_\_%

*\*See merit increase rating table in CBA.*

