

AGREEMENT BETWEEN

THE TOWN OF LONDONDERRY

AND

**THE AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL
EMPLOYEES**

~ ~ COUNCIL 93 ~ ~

(L.A.E.A.- Public Safety)

JULY 1, 2025 THROUGH JUNE 30, 2028

Table of Contents

	<u>Page</u>
ARTICLE 1: PARTIES TO THE AGREEMENT	3
ARTICLE 2: PURPOSE	3
ARTICLE 3: RECOGNITION	3
ARTICLE 4: DEFINITIONS.....	3
ARTICLE 5: NON-DISCRIMINATION	4
ARTICLE 6: MANAGEMENT RIGHTS.....	4
ARTICLE 7: ASSOCIATION OFFICERS	4
ARTICLE 8: MEMBERSHIP	4
ARTICLE 9: NO STRIKE	5
ARTICLE 10: PROMOTIONAL PROBATIONARY PERIOD	5
ARTICLE 11: LAYOFF/RECALL.....	5
ARTICLE 12: SCHEDULED WORK WEEK AND HOURS	6
ARTICLE 13: RECRUITMENT/PROMOTIONS	7
ARTICLE 14: COMPENSATION AND PERFORMANCE BASED PAY PLAN.....	8
ARTICLE 15: HOLIDAYS	10
ARTICLE 16: VACATIONS.....	10
ARTICLE 17: SICK LEAVE	12
ARTICLE 18: PERSONAL LEAVE	14
ARTICLE 19: BEREAVEMENT LEAVE.....	15
ARTICLE 20: MILITARY LEAVE	15
ARTICLE 21: JURY DUTY.....	15
ARTICLE 22: INSURANCE	16
ARTICLE 23: WORKERS' COMPENSATION	18
ARTICLE 24: CLOTHING.....	18
ARTICLE 25: EDUCATIONAL INCENTIVE.....	18
ARTICLE 26: CERTIFICATION INCENTIVES.....	19
ARTICLE 27: OUTSIDE WORK DETAILS.....	20
ARTICLE 28: DISCIPLINE AND TERMINATION FOR CAUSE.....	20
ARTICLE 29: GRIEVANCE PROCEDURE.....	20
ARTICLE 30: FAMILY AND MEDICAL LEAVE	21
ARTICLE 31: ACCRUAL OF SICK AND VACATION TIME WHILE ON LEAVE	21
ARTICLE 32: DURATION OF AGREEMENT	21
ARTICLE 33: MUTUAL AGREEMENT	21
ARTICLE 34: SEVERABILITY	21
APPENDIX A: SALARY AND WAGE SCHEDULE	
APPENDIX B: PERFORMANCE EVALUATION FORM	
APPENDIX C: MEMBERSHIP APPLICATION	
APPENDIX D: MEMBERSHIP REJECTION STATEMENT	

ARTICLE 1: PARTIES TO THE AGREEMENT

This agreement between the Town of Londonderry, New Hampshire (hereinafter "The Town"), and AFSCME Council 93 (LAEA – Public Safety) (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:

Fire Assistant Chief
Fire Battalion Chief
Fire Battalion Chief of Operations**
Fire Deputy Chief
Fire Executive Assistant
Fire Marshal and/or Division Chief of Fire Prevention

**Except as otherwise specified in this Agreement with regard to schedule and overtime (Article 12), promotions (Article 13), holidays (Article 15), and the Salary Schedule in Appendix A, reference to "Battalion Chief" shall include the Battalion Chief of Operations. References to Battalion Chief of Operations refer only to that position.

ARTICLE 4: DEFINITIONS

1. AGREEMENT: Herein refers to this agreement between the Town of Londonderry, New Hampshire, and AFSCME Council 93 (LAEA – Public Safety)
2. ANNIVERSARY DATE: An employee’s anniversary date is defined as the date when the employee entered the full-time service of the Town as provided on the Town’s personnel record.
3. ASSOCIATION: Hereinafter refers to the AFSCME Council 93 (LAEA – Public Safety)
4. DEPARTMENT: A functional division of the Town.
5. EMPLOYEE: Hereinafter used, refers to members of the Association.
6. PROBATIONARY EMPLOYEE: A newly hired employee working during an identified period whose ability to perform the responsibilities of his/her newly appointed position employees.
7. PROBATIONARY PERIOD: A probation period shall be six (6) months and may be extended for an additional six (6) months by the employee’s department head from the date of appointment to a position.

8. FULL TIME: Employees who have successfully completed a probationary period and are assigned to a weekly work schedule of 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, Chapter Chairs, Steward, Alternate Steward and Secretary/Treasurer.
2. The Association shall advise the Town of the names of the employees holding any office in the Association, as noted above.
3. Association Officers shall be permitted to process grievances during their scheduled tours of duty, provided that such grievance can be processed so as not to interfere with the normal operations of the Town and/or department, and further, the amount of time in which the officers are engaged in such activity is reasonable.

ARTICLE 8: MEMBERSHIP

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.

Each member of the bargaining unit who, on the effective date of this Agreement, is a member of the Union, and each employee who becomes a member of the bargaining unit and the union after that date shall continue his/her membership in the Union during the duration of this agreement.

Employees who declined membership in the Union will be required to declare, in writing, their rejection using the "Membership Rejection Statement" attached to this document in Appendix D, which outlines

certain benefits that will not be available to the non-member, as well as cost and fees the non-member may be required to pay for access to the Union representation.

The exclusive representative may require a non-member to pay for the reasonable cost and fees, including arbitrator fees and related attorney fees for grieving or arbitrating a matter arising under an agreement negotiated pursuant to this section and brought at the non-members request.

The exclusive representative may require non-members to pay any anticipated proportional cost and fees prior to a grievance or arbitration hearing. Failure to pay costs and fees shall relieve the exclusive representative of further responsibility to the non-member regarding the matter.

An exclusive representative's duty of fair representation to a public employee who is in the bargaining unit shall be limited to the negotiation and enforcement of the terms of the agreements with the public employer.

This Article 8 and the appendices referenced therein are for informational purposes and the Town will not be held liable for any disputes arising from said Article and appendices. Should there be a dispute between an employee and the Union over the matter of deduction, the Union agrees to defend and hold the Town harmless in any such dispute.

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 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 usual be as follows:

Fire Assistant Chief	Mon – Fri 8:00 – 4:00	40
Fire Battalion Chief*	24 On/24 Off/24 On/120 Off	42
Fire Battalion Chief of Operations*	Mon – Fri 8:00 – 4:00	40
Fire Deputy Chief	Mon – Fri 8:00 – 4:00	40
Fire Executive Assistant*	Mon – Fri 8:30 – 5:00	40
Fire Marshal and/or Division Chief of Fire Prevention*	Mon – Fri 8:30 – 5:00	40

* Non-Exempt Employees

2. The Association recognizes that the workweek and hours of the employees of the Fire Department must be flexible in order to meet the operational requirements of the 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 thirty (30) minute unpaid lunch break each workday and two fifteen (15) minute paid rest breaks each working day.
4. Non-exempt employees required to work in excess of their normal 40 hour/week work schedule or, in the case of Fire Battalion Chiefs, in excess of their regularly scheduled shifts shall be compensated in wages at a rate of one and one-half times for such extra hours worked.
5. Exempt employees required to attend committee or Council meetings, hearings or another Town activity in excess of forty (40) hours per week 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 sixty (60) 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 forty (40) 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.

6. 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.
7. Non-exempt employees required to attend court during their off-duty hours shall be paid a minimum of three (3) hours at time and one-half at that employee's regular hourly rate, less the witness fee received by such employees.
8. Fire Battalion Chiefs/Fire Marshal/Division Chief of Fire Prevention who work Shift Details shall, for each hour of scheduled special Shift Detail, be paid at the rate of time and one-half of the employee's regular rate of pay. For the purposes of this Agreement, "Shift Details" are defined as those worked by Public Safety employees who are called to work an unscheduled shift.
9. Fire Battalion Chief Shifts will be covered by the Battalion Chief of Operations or shift Battalion Chiefs according to the terms set forth in this paragraph. The Battalion Chief of Operations will cover open shifts of absent shift Battalion Chiefs Monday through Friday during the Battalion Chief of Operations' normal scheduled duty hours, and such hours shall not constitute overtime given they occur during the normal scheduled duty hours of the Battalion Chief of Operations. In the event the Battalion Chief of Operations is not available during their normal hours, a shift Battalion Chief will be hired to cover the time of an absent shift Battalion Chief, with the following exceptions: the Battalion Chief of Operations shall be eligible to cover, as overtime, the hours of an absent shift Battalion Chief which occur: (1) between the end of the Battalion Chief of Operations' normally scheduled workday on Fridays through 8:00 PM on Sundays, or on a holiday (as those holidays are specified in Article 15) through 8:00 PM on such holiday; and/or (2) during extenuating circumstances if ordered by, and in the sole discretion of, the Fire Chief. All Battalion Chiefs, including the Battalion Chief of Operations, will be on one overtime list. Any open shift will be offered as overtime to the Battalion Chief (including the Battalion Chief of Operations, assuming eligibility under the parameters set forth in this paragraph) by seniority with the lowest amount of hours until filled. The list will reset to zero on January 1st of each year. Any new shift Battalion Chief promoted into the unit will carry their total overtime hours from their previous collective bargaining unit to avoid having that person start with zero (0) hours. At no time will a shift Battalion Chief be hired to cover the Battalion Chief of Operations' position should the Battalion Chief of Operations be absent.

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

bargaining unit for three (3) years.

4. The Deputy Fire Chief will be chosen by a resume review and interview process as determined by the Fire Chief, Human Resources Director, and/or his/her designees.

ARTICLE 14: COMPENSATION AND PERFORMANCE BASED PAY PLAN

1. The Salary and Wage Schedule effective July 1, 2025, July 1, 2026 and July 1, 2027 shall be as provided in Appendix A.

2. As to cost-of-living increases:

Effective July 1, 2025 (FY26) all members of the unit shall receive a cost-of-living adjustment of 2.5%.

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 1.0% nor greater than 2.25%.

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 1.0% nor greater than 2.0%.

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

- 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 shall not change a member's anniversary date for purposes of calculating leave accrual. The evaluation shall become the basis for any available merit eligibility, and a determinant of unsatisfactory or substandard job performance.

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

- 1.1 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 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 84 th calendar month	10.66
Completion of 85th calendar month through completion of 120 th calendar month	11.33
Completion of 121st 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.

1.2 Fire Battalion Chiefs:

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

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

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

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

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

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

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

2. A newly hired (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.

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

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

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

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

- 4.a In the event termination of employment is the result of the employee's death, his/her beneficiaries shall be entitled to receive compensation in accordance with the above-stated accrual schedule.
5. Notification of absence shall be given as early as possible on the first day of absence. If such notification is not made, such absence may, at the discretion of the Department Head, be applied to absence without pay.
 6. If an employee has no sick leave credits, an absence shall be charged at the discretion of the Department Head to absence without pay or vacation leave. If vacation leave is to be used, the employee must first approve of its use.
 7. Any non-work-related accident or illness in excess of fifteen (15) consecutive calendar days shall be treated in accordance with ARTICLE 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 involving extenuating circumstances. Such leave shall be requested in writing through the appropriate channels to the Department Head. The Department Head shall submit a recommendation to the Town Manager whose decision shall be final and binding.
2. When unpaid leaves of absence exceed sixty (60) days, seniority will cease to accumulate for the additional leave period beyond sixty (60) days.
3. Any employee who accepts employment or conducts a business during a leave of absence shall be immediately terminated unless such activities had been previously approved by the Department Head.
4. Employees shall be granted one (1) paid personal day per fiscal year at their standard daily rate. Scheduling shall be with the approval of the Department Head and may be taken in one-half ($\frac{1}{2}$) 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 two (2) shifts for 42 hour employees and (3) shifts for 40 hour employees with pay between the date of death and the date of the funeral inclusive shall be granted to an employee in the event of the death of his/her:

Spouse/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, one (1) additional shift for 42-hour employees and 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 two (2) shifts for 42-hour employees and (3) shifts for 40-hour employees of paid leave in the event of a serious life-threatening illness of a member of that employee's immediate family; however, the granting of any such leave shall be at the sole discretion of the Department Head and the Department Head's refusal to grant any such leave shall not be subject to the grievance or arbitration provisions set forth in ARTICLE 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:

\$875 single coverage / \$1,750 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 \$875 for single coverage and \$1,750 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-Term Disability 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 (16th) day of such illness or accident with a maximum benefit period of twenty-six (26) weeks at 66 2/3% of the employee's basic weekly earnings to a 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 Medicomp 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.

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 in the Town's opinion that financial or service considerations make such a change, 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.

8. 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: CERTIFICATION INCENTIVES

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

Firefighter - Level 1	\$100 Annually	EMT	\$500 Annually
Firefighter - Level 2	\$200 Annually	EMT D	\$250 Annually
Firefighter - Level 3	\$300 Annually	EMT I or EMT A	\$250 Annually
Driver/Pump Operator	\$200 Annually	EMT P (Exempt)	\$1,000 Annually
Fire Officer 1	\$500 Annually	EMT P (Non-Exempt)	\$750 Annually
Fire Officer 2	\$500 Annually	Fire Plans Examiner*	\$250 Annually
Career Level	\$100 Annually		
Instructor	\$200 Annually		

*This incentive is available only to the position of Fire Marshal and/or Division Chief of Fire Prevention.

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

EMT D	\$250 Annually	EMT P (Exempt)	\$1,000 Annually
EMT I or EMT A	\$250 Annually	EMT P (Non-Exempt)	\$750 Annually
Firefighter - Level 3	\$300 Annually	Fire Plans Examiner*	\$250 Annually
Driver/Pump Operator	\$200 Annually		
Fire Officer 1	\$500 Annually		
Fire Officer 2	\$500 Annually		
Instructor	\$200 Annually		

*This incentive is available only to the position of Fire Marshal and/or Division Chief of Fire Prevention.

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

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

ARTICLE 27: OUTSIDE WORK DETAILS

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

ARTICLE 28: DISCIPLINE AND TERMINATION FOR CAUSE

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

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

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

ARTICLE 29: GRIEVANCE PROCEDURE

1. Definition

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

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

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

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

3. If the employee is not satisfied with the Department Head's decision, he/she may file, within 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 30: FAMILY AND MEDICAL LEAVE

The Town will abide by FMLA and State laws, rules, and regulations.

ARTICLE 31: ACCRUAL OF SICK AND VACATION TIME WHILE ON LEAVE

1. An employee who is receiving wage replacement through short-term disability, workers' compensation or New Hampshire Paid Family Medical will continue to accrue vacation time and sick time.

2. 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.

3. 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 32: 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 33: 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 34: 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




Ryan Lones, AFSCME 5/15/25
Date



Brian Johnson, President 05/15/25
Date

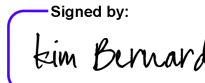


Bob Kerry, Secretary/Treasurer 5/15/25
Date



Kirsten Hildonen, Chapter Chair 5/15/25
Date

TOWN

Signed by:


70BE993F6BB2456...
Town Manager (Acting) 5/19/2025
Date

LAEA Public Safety Salary Ranges - 7/1/25 - 6/30/28

EFFECTIVE 7/1/25 – 6/30/26	MINIMUM	MAXIMUM
Assistant Fire Chief	\$100,755.20	\$126,505.60
Fire Battalion Chief	\$91,859.04	\$110,117.28
Fire Deputy Chief	\$99,694.40	\$120,036.80
Fire Executive Assistant	\$51,251.20	\$71,344.00
Fire Marshall/Div. Chief of Fire Protection	\$81,993.60	\$103,916.80

EFFECTIVE 7/1/26 – 6/30/27	MINIMUM	MAXIMUM
Assistant Fire Chief	\$105,164.80	\$132,038.40
Fire Battalion Chief	\$95,877.60	\$114,922.08
Fire Deputy Chief	\$104,062.40	\$125,278.40
Fire Executive Assistant	\$53,497.60	\$74,464.00
Fire Marshall/Div. Chief of Fire Protection	\$85,571.20	\$108,451.20

EFFECTIVE 7/1/27 – 6/30/28	MINIMUM	MAXIMUM
Assistant Fire Chief	\$109,574.40	\$137,592.00
Fire Battalion Chief	\$99,918.00	\$119,748.72
Fire Deputy Chief	\$108,430.40	\$130,540.80
Fire Executive Assistant	\$55,744.00	\$77,729.60
Fire Marshall/Div. Chief of Fire Protection	\$89,169.60	\$113,006.40

The Battalion Chief of Operations shall have \$5,000 added to his/her base salary (to be included in his/her hourly rate) while occupying that role.

LAEA Public Safety

PERFORMANCE EVALUATION

Employee Name: _____	Evaluator Name: _____
Title: _____	Review Period: _____
Department: _____	Date: _____

Members of the association shall be evaluated by their immediate supervisor at least once annually. This evaluation shall take place on or about the date of hire (or if promoted from within, the promotion date into their current position in the Association). 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, leadership, 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.

**LAEA Public Safety
PERFORMANCE EVALUATION**

SECTION I

CRITERIA:	

CRITERIA:	

**LAEA Public Safety
PERFORMANCE EVALUATION**

CRITERIA:	

CRITERIA:	

**LAEA Public Safety
PERFORMANCE EVALUATION**

CRITERIA:	

SECTION II

PROGRESS TOWARD GOALS SET DURING LAST PERFORMANCE EVALUATION:

**LAEA Public Safety
PERFORMANCE EVALUATION**

SECTION III

Achievements:

- 1. _____
- 2. _____
- 3. _____

Areas of improvement:

- 1. _____
- 2. _____
- 3. _____

Goals:

- 1. _____
- 2. _____
- 3. _____

Recommended merit increase: _____%

**AFSCME
STRONG**

AFSCME Council 93

Yes! I am AFSCME Strong.
I want a strong voice at work and in my community

Yes, sign me up to:

- Talk to colleagues at work about AFSCME
- Make phone calls to AFSCME members for campaigns
- Knock AFSCME member doors during campaigns

Membership Application

American Federation of State, County and Municipal Employees Membership and Authorization for Dues Deduction

I hereby apply for membership in Council 93 (hereafter "Union") and I agree to abide by its Constitution and Bylaws. I authorize the Union and its successor or assignee to act as my exclusive bargaining representative for purposes of collective bargaining with respect to wages, hours and other terms and conditions of employment with my Employer.

Effective immediately, I hereby voluntarily authorize and direct my Employer to deduct from my pay each pay period, regardless of whether I am or remain a member of the Union, the amount of dues certified by the Union, and as they may be adjusted periodically by the Union, and to authorize my Employer to remit such amount monthly to the Union.

This voluntary authorization and assignment shall remain in effect in accordance with the applicable collective bargaining agreement. If the applicable collective bargaining agreement or state statute does not address revocation, then this voluntary authorization and assignment shall be irrevocable, regardless of whether I am or remain a member of the Union, for a period of one year from the date of execution or until the termination date of the collective bargaining agreement (if there is one) between the Employer and the Union, whichever occurs sooner, and for year to year thereafter unless I give the Employer and the Union written notice of revocation not less than ten (10) days and not more than twenty (20) days before the end of any yearly period, or in accordance with state statute. The applicable collective bargaining agreement is available for review, upon request. This card supersedes any prior check-off authorization card I signed.

I recognize that my authorization of dues deductions, and the continuation of such authorization from one year to the next, is voluntary and not a condition of my employment.

In order to comply with Internal Revenue Service rulings, be advised that your membership dues are not deductible for federal income tax purposes. However, they may be tax deductible as ordinary and necessary business expenses.

New Member

PLEASE PRINT LEGIBLY.

Re-commit

291 _____
Local Number Employer

Last Name First Name M.I.

Street Address Apt. No.

City State ZIP Code

SSN (last four digits) Employee ID # Job Title

Cell Phone Personal E-mail Address

By providing my cell phone number, I understand that AFSCME and its affiliates may use automated calling technologies and/or text message me on my cell phone on a periodic basis. Carrier message and data rates may apply to such texts.

Signature Date

Contribution Form

AFSCME PEOPLE
Become a PEOPLE MVP for \$8.35/ month (\$100 annually)



I hereby authorize my employer and associated agencies to deduct, each pay period, the amount certified as a voluntary contribution to be paid to the treasurer of American Federation of State, County and Municipal Employees PEOPLE, AFSCME, AFL-CIO, P.O.

Deduction Per Pay Period		
<input type="checkbox"/> \$5	<input type="checkbox"/> \$10	<input type="checkbox"/> \$15
<input type="checkbox"/> Other \$ _____ each pp		
Circle jacket size. S M L XL 2XL Other _____		
For Office Use Only		
<input type="checkbox"/> JACKET RECEIVED		

Box 65334, Washington, D.C. 20035-5334, to be used for the purpose of making political contributions and expenditures. My contribution is voluntary, and I understand that it is not required as a condition of membership in any organization, or as a condition of continued employment, and is free of reprisal. I understand that any contribution guideline is only a suggestion and I am free to contribute more or less than that amount and will not be favored or disadvantaged due to the amount of my contribution

or refusal to contribute, and that I may revoke this authorization at any time by giving written notice.

Signature Date

In accordance with the federal law, AFSCME PEOPLE will accept contributions only from members of AFSCME and their families. Contributions from other persons will be returned. Contributions or gifts to AFSCME PEOPLE are not deductible as charitable contributions for federal income tax purposes.

PLEASE PRINT LEGIBLY.

Last Name First Name M.I.

Street Address Apt. No.

City State ZIP Code

SSN (last four digits) Employee ID # Occupation

Local Number Employer

Cell Phone Home Phone

By providing my cell phone number, I understand that AFSCME and its affiliates may use automated calling technologies and/or text message me on my cell phone on a periodic basis. Carrier message and data rates may apply to such texts.

Personal E-mail Address

American Federation of State, County & Municipal Employees, Council 93, AFL-CIO

77 Sundial Ave, Suite 104W • Manchester, NH 03103 • Phone: (603) 606-6723

Website: www.afscme93.org

Membership Rejection Statement

I hereby decline membership in AFSCME Council 93, Local 291, I acknowledge and agree to the following:

1. I have been offered the opportunity to join AFSCME as a dues paying member by signing the attached membership application, but have declined to do so, and as a full dues paying member of the Union in good standing, I would be entitled to full representation at no additional cost to me.
2. If I seek to have the Union represent me in any future proceedings, I shall pay AFSCME the full cost of any representation services that I receive. An initial deposit of one thousand dollars (\$1,000.00) for retainer of services will be submitted along with any supporting documentation to the AFSCME Staff Representative, AFSCME Council 93, 77 Sundial Ave Suite 104W, Manchester, NH 03103. This retainer shall be used to pay for initial steps required for representation, attorney services, support services, their expenses, arbitration, arbitrator's services and/or fees, plus any other expenses the Union may rightfully charge for including but not limited to postage, photocopies, duplication of audio or video files, storage disks, transcriptions, etc.
3. Failure to notify the Union in writing of your desire to be represented by the Union, shall constitute a waiver of Union representation.
4. If the cost of representation, as outlined below in the fee schedule, exceeds the one thousand dollar (\$1,000.00) deposit, I agree to pay the balance owed as billed by AFSCME, prior to proceeding with the investigation or to the next progressive step in the grievance procedure. If the undersigned fails to comply with the payment of any/all fees within fifteen (15) days of being invoiced by the Union, I understand that the grievance shall be withdrawn. The contractual grievance procedure time frames shall not be extended pending payment of said invoice.
5. If the cost of representation, as outlined below, is less than the one thousand dollar (\$1,000.00) retainer, the unused portion shall be returned to the undersigned.
6. Pursuant to the Parties Collective Bargaining Agreement, AFSCME is the only party that can appeal a grievance to arbitration.
7. The Union reserves the right to review any and all grievances filed for arbitration, and all grievances shall be subject to the same internal review process as a full dues paying member of the Union.

Fee Schedule as of July 2017*:

Attorney	-	\$250.00/hour plus expenses
Staff Representative	-	\$125.00/hour plus expenses
Research Fees	-	\$100.00/hour plus expenses
Support Services	-	\$75.00/hour
Arbitration	-	<u>All</u> costs incurred in arbitration including but not limited to filing fees and expenses

Please print the following information:

Name: _____

Street: _____ City: _____ State: _____ Zip: _____

Job Title: _____ Employer: _____ Work Location: _____

Signature: _____ Date: _____

**This fee schedule is subject to review and change at anytime*