

AGREEMENT BETWEEN
THE TOWN OF LONDONDERRY
AND

**THE AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL
EMPLOYEES
~ ~ COUNCIL 93 ~ ~**

(LAEA - Unit B - Town Administrative Personnel)

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 AFSCME Council 93 (LAEA – Town Administrative Personnel) (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 Full-Time and Regular Part-Time administrative employees, excluding new hires during their probationary period:

Administrative Support Coordinator	Assistant Director - Recreation	GIS Manager/Planner
Appraiser	Associate Planner	Permit Technician
Assessment Technician	Code Enforcement Officer	Public Works Administrative Assistant
Assistant Assessor	Engineer	Senior Building Inspector/Health/Zoning Officer
Assistant Building Inspector/Deputy Health Officer	Environmental Engineer	Town Planner
Assistant Director - Engineering & Environmental Services	Finance and Payroll Coordinator	Training Coordinator
Assistant Director – Public Information Coordinator	Finance Assistant	

The Town further recognizes that the foregoing positions shall remain part of the Association for the duration of this Agreement.

ARTICLE 4: DEFINITIONS

AGREEMENT: Herein refers to this agreement between the Town of Londonderry, New Hampshire, and AFSCME Council 93 (LAEA – Town Administrative Personnel).

ANNIVERSARY DATE: An employee’s anniversary date is defined as the date when the employee entered the Full-Time service (or, in the case of Regular Part-Time employees, part-time service) of the Town as provided on the Town’s personnel record

ASSOCIATION: Hereinafter refers to the AFSCME Council 93 (LAEA – Town Administrative Personnel).

DEPARTMENT: A functional division of the Town.

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

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

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.

FULL-TIME: Employees who have successfully completed a probationary period and are assigned to a weekly work schedule of forty (40) or more hours.

REGULAR PART-TIME: Employees who have successfully completed a probationary period and are assigned to a regular work week less than forty (40) hours herein.

SENIORITY: The length of full-time service with the Town, beginning with the employee's anniversary date.

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 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-A1.

ARTICLE 7: ASSOCIATION OFFICERS

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

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

Association Officers shall be permitted to process grievances during their scheduled work hours, 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 slowdown, withholding of services, or any curtailment of work, or restriction or interference with the operation of the Town of Londonderry; and the Town agrees not to engage in any lock-out.

ARTICLE 10: PROMOTIONAL PROBATIONARY PERIOD

Employees promoted to a higher rank or position shall serve a promotional probationary period as defined in Article 4: Definitions. During an employee's promotional probationary period, the employee's performance shall be critiqued at least twice, bringing to the employee's attention positive performance as well as suggestions for improvement. A written summary of the critique shall be provided to the employee.

Upon successful completion of the promotional probationary period, the employee shall be unconditionally appointed to the promotional position. An employee who, during or at the conclusion of the promotional probationary period, whose performance and/or conduct is deemed unsatisfactory by the 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 range and/or classification or to positions for which they are otherwise qualified.
3. In the event an employee is recalled to full-time employment, 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 re-instated employee shall be placed in the appropriate salary range closest to his/her salary at the time of lay-off.
4. Employees shall lose seniority and shall no longer be eligible for reinstatement under this Article if they have left the Town’s employment for any of the following reasons: disciplinary discharge, voluntary quit/resignation, or retirement.

ARTICLE 12: SCHEDULED WORK WEEK AND HOURS

1. The normal work schedule and hours for positions recognized in Article 3 shall be as follows.

POSITION	DEPARTMENT	HOURS/WEEK
Administrative Support Coordinator	Town Manager	40
Appraiser	Assessing	40
Assessment Technician*	Assessing	Part-Time or 40
Assistant Assessor	Assessing	40
Assistant Building Inspector/Deputy Health Officer*	Building	40
Assistant Director - Engineering and Environmental Services	Engineering & Environmental Services	40
Assistant Director – Public Information Coordinator	Cable	40
Assistant Director – Recreation	Recreation	28
Associate Planner*	Planning	40
Code Enforcement Officer*	Building	TBD, Part-Time
Engineer	Engineering & Environmental Services	40
Environmental Engineer	Engineering & Environmental Services	40
Finance and Payroll Coordinator*	Finance	40

Finance Assistant*	Finance	40
GIS Manager/Planner	Planning	40
Permit Technician*	Building	40
Public Works Administrative Assistant*	Public Works	40
	Engineering & Environmental Services	
Senior Building Inspector/Health/Zoning Officer*	Building	40
Town Planner	Planning	40
Training Coordinator*	Cable	40

Town Hall Departments will close at 5:00 PM; however, the building may remain open after hours to accommodate nightly meetings, work sessions, etc.

*** Non-Exempt Employees**

Full-time positions generally work normal business hours of Monday – Friday, 8:30 – 5:00, subject to the Town’s operational needs.

Daily scheduled start and end times may be mutually agreed to by the employee, department head and Union, and are subject to approval by the Town Manager.

The schedule for part-time positions will be mutually agreed upon by the employee, the Union and the department head, subject to approval by the Town Manager.

2. The Association recognizes that the work week and hours of the employees of the Public Works and Engineering and Environmental Services Departments must be flexible in order to meet the operational requirements of the Department.
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 full working day.
4. Non-exempt employees who work in excess of 40 hours per week shall be compensated in wages at a rate of one and one-half times, or subject to the mutual agreement of the Department Head and the employee, be granted compensatory time at the rate of time and one-half times.
5. Exempt employees required to attend meetings, hearings or another Town activity or who are otherwise required to work in excess of the customary work schedule due to operational needs of their Department shall be granted administrative time off in an amount equal to the time worked. Employees may exercise the option to cash out a maximum of forty (40) hours per fiscal year during the last pay period in June or, for part-time employees, a pro-rata number of hours corresponding with their normal weekly work schedule, and any administrative time balance resets to zero (0) as of July 1 of each new fiscal year.

6. 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.

ARTICLE 13: RECRUITMENT/PROMOTIONS

Positions for all promotional opportunities covered by this agreement shall be posted on departmental bulletin boards for a period of at least fourteen (14) calendar days. The posting shall include the current position description, 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.

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 LAEA TAP Salary and Wage Schedules effective July 1, 2025, July 1, 2026 and July 1, 2027 shall be as provided in Appendix A.
 - 1.2 Effective July 1, 2025 (FY26), all members of the unit shall receive a two-and three-quarter percent (2.75%) cost-of-living adjustment.
 - 1.3 Effective July 1, 2026 (FY27) and 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 one percent (1.0%) nor greater than two-and-one-half percent (2.5%).
 - 1.4 Starting salaries may vary according to the credit given by the Town for relevant training, education and experience in excess of the minimum normally required for employment in each class and rank as determined by the functional department Head and/or the Employees Department Head or Immediate Supervisor.

PERFORMANCE PAY PLAN:

SECTION 2: PERFORMANCE PAY PLAN

2.1 Plan Administration:

- 2.1.a. Each employee of the Association shall be evaluated at least once annually on or about the date of hire (or if promoted from within, the promotion date into their current position in the Association) by their immediate supervisor. The evaluation shall become the basis for any available merit eligibility, and a determinant of unsatisfactory or

substandard job performance.

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

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	0.00%

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.

- 2.1.b Interim evaluations may be conducted at any time during the evaluation year as necessary due to unsatisfactory or substandard job performance, as evidenced by a "Does Not Meet Minimum Requirements" ranking. All such cases must be documented, including identification of the performance deficiency, a specific plan and timetable for achievement of a rating of at least "Meets Expectations" and a statement of disciplinary action imposed, if any.
- 2.1.c Employees are encouraged to maintain records of performance incidents throughout the evaluation year for use in supporting the yearly evaluation and all discussions up to and including appeals.
- 2.1.d Evaluations are to be as objective in nature as possible and may be appealed but are not subject to the grievance procedure.
- 2.1.e Overall responsibility for administration of the program shall be vested with the Town

Manager.

2.2.a An employee who has achieved the maximum wage/salary rate for his/her classification, shall receive any differential between the maximum wage/salary for his/her classification and his/her annual evaluation results in a lump sum award (i.e., “merit over max”).

2.2.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	½ Day on December 24
Independence Day	Christmas Day
Labor Day	½ Day on December 31
Columbus Day	Floating Holiday*
Veteran’s Day	

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

2. If a non-exempt employee is required to work due to operational requirements on a holiday which would otherwise be 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 for hours worked on such holiday (in addition to the holiday pay he/she would otherwise receive for that holiday at his/her base rate).
3. 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 equivalent to the amount of time the employee was required to work on said holiday.
4. 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.
5. 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.

6. An employee on an 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 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 37th calendar month through completion of 48th calendar month	8.00
Completion of 49th calendar month through completion of 60th calendar month	8.66
Completion of 61st calendar month through completion of 84th calendar month	10.66
Completion of 85th calendar month through completion of 120th 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 employed in their first month. In the event that an employee's termination/separation date occurs prior to the conclusion of a calendar month, said employee will be granted his/her pro-rated vacation accrual based upon the number of days worked during that calendar month.

2. A newly hired (new to Town) employee will not be permitted to schedule vacation during his/her six (6) month Probationary Period and will not be eligible for any payout of vacation accrual if his/her 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. All members shall indicate their schedule of preference for vacation within their Department. In instances of conflict, the rule of departmental seniority within the bargaining unit shall govern. The number of persons who may take a vacation at any one time shall be determined at the sole discretion of the Department Head.
6. For employees employed as of June 30, 2020: Upon separation for any reason other than cause and provided the employee has given the Town at least 2 weeks' notice of his/her departure, said employees will be compensated for 100% of all accrued vacation.
7. For employees hired on or after July 1, 2020: When a non-probationary employee (non-newly hired) employee terminates his/her employment with the Town for any reason other than cause, he/she shall be compensated for up to ten (10) days of vacation accruals (provided he/she has such accruals on the books at the time of separation) if he/she has given the Town at least two (2) weeks' notice of his/her departure.
8. The provisions of this Article shall apply to Regular Part-time Employees on a pro-rata basis.
9. 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.
10. If an NHRS spiking assessment is in effect at the time of a member's retirement, then any payment of accrued vacation leave will be made 121 days following the last day of employment.

ARTICLE 17: SICK LEAVE

Except as provided in 1.a, Sick Leave for Regular Full-Time Employees shall accrue at the rate of one (1) day (8 hours) per month, and the accrual of Sick Leave shall be pro-rated for Regular Part-Time Employees. (By way of example, a Regular Part-Time Employee who works 20 hours/week (50% of a 40-hour work week) will accrue pursuant to a 50% accrual plan (4 hours/month).

- 1.a 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 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.
- 1.b 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 maximum thirty (30) days. Any employee who has accumulated in excess 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 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 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: 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. For employees hired prior to July 1, 2020: the Town will take a snapshot of each such employee's accrued sick time on the books as of June 30, 2020 ("Snapshot Value"). When a non-probationary employee (non-newly hired) employee terminates his/her employment with the Town for any reason other than cause, and assuming he/she has given the Town at least two (2) weeks' notice of his/her departure, he/she shall be compensated for his/her Snapshot Value of sick time accruals (provided he/she has such accruals on the books at the time of separation) according to the following schedule (with the understanding that the employee is entitled to compensation for the higher number, whether that be his/her Snapshot Value or his/her payout according to the following schedule):

<u>YEARS OF SERVICE</u>	<u>COMPENSATION</u>
1 – 10	12 DAYS (96 HOURS)
11 - 15	12.5 DAYS (100 HOURS)Ov
Over 15	30 DAYS (240 HOURS)

Any such sick time payout upon separation shall be pro-rated for Regular Part-Time Employees.

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

5. For employees hired on or after July 1, 2020: There shall be no payout of accrued sick time hours upon separation.
6. 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.

7. If an employee has no sick leave accruals, an absence shall be charged at the discretion of the Department Head to absence without pay or vacation leave. If the latter is used, the employee must first approve of its use.
8. Any non-work-related accident or illness in excess of fifteen (15) consecutive calendar days shall be treated in accordance with ARTICLE 23 - INSURANCE, Section 5 - Short Term Disability; however, an employee may elect to use accrued sick time to offset the Town's insurance to maintain his/her full wages during the term of disability until all such accrued sick leave has been exhausted. If the absence is for a qualifying reason under the Family Medical Leave Act (FMLA), the provisions of the Town's FMLA policy shall control.
9. 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 providing that the absence was due to: (a) illness of the employee and not because of illness of the immediate family; (b) dismissal through no fault or delinquency attributable solely to such employee; or (c) injury which in the service to the Town in the line of duty and for which the employee would be entitled to Workers' Compensation benefits. Sick leave abuse shall constitute grounds for disciplinary action.
10. If an NHRS spiking assessment is in effect at the time of a member's retirement, then any payment of accrued leave time will be made 121 days following the last day of employment.

ARTICLE 18: ACCRUAL OF SICK AND VACATION TIME WHILE ON LEAVE

1. An employee who is receiving wage replacement benefits through short-term disability, workers' compensation or New Hampshire Paid Family Medical Leave will continue to accrue vacation time and sick time.
2. An employee on solely 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 19: PERSONAL LEAVE

1. Employees who have completed their probation may apply for and be granted a personal 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.

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

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

2. Employees shall be granted two (2) paid personal days per fiscal year at their standard daily rate. Scheduling shall be with the approval of the Department Head and may be taken in one-half ($\frac{1}{2}$) day increments.

Personal days are “use it or lose it” during each fiscal year. Any unused personal days will not be paid out upon separation, regardless whether the separation is voluntary or involuntary. The provisions of this paragraph shall apply to Regular Part-Time employees on a pro-rata basis.

ARTICLE 20: BEREAVEMENT LEAVE

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

Spouse/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				

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

Employees may be granted three (3) days’ paid leave in the event of a serious life-threatening illness of a member of that employee’s immediate family; granting of any such leave shall be at the sole discretion of the 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 28 - GRIEVANCE PROCEDURE.

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

ARTICLE 21: 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 22: JURY DUTY

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

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

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

ARTICLE 23: INSURANCE

1. Effective July 1, 2025, the Town and Full-Time employees shall share the cost of health insurance premiums as follows:

For the Lumenos High-Deductible plan:

FY 2026: Employee pays 4% of the premium cost for the applicable coverage; Town pays the remaining 96%.

FY 2027: Employee pays 4% of the premium cost for the applicable coverage; Town pays the remaining 96%.

FY 2028: Employee pays 5% of the premium cost for the applicable coverage; Town pays the remaining 95%.

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 as follows:

FY 2026 – FY 2028: \$1,000 for single coverage / \$2,000 for two-person or family coverage

For the Access Blue Plans:

In the event an employee opts for a plan other than Lumenos, the employee will pay the additional premium cost for such alternative plan over and above the amount of the premium cost borne by the Town for the applicable equivalent Lumenos plan (i.e., whether it be single, 2-person, or family coverage) during that fiscal year.

2. Opt-Out Payment: Regular Full-Time employees who are eligible for, and opt not to subscribe to, a town sponsored health insurance plan shall receive an opt-out amount of (a) \$5,000 for a regular full-time employee opting out of single coverage; (b) \$10,000 for a regular full-time employee opting out of two-person coverage; and (c) \$12,000 for a regular full-time employee opting out of family coverage per fiscal year. 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. Said payment shall be divided into equal installments and paid to eligible employees in such installments during each regular pay period. If a Full-Time employee in this Association is married to another Full-Time employee of the Town as of June 30, 2020, the employee with the lowest applicable opt-out payment shall receive the opt-out payment. In order to opt out of Town-sponsored health insurance, an employee must attest, during open enrollment, to having other insurance coverage for themselves and their covered tax dependents which meets the minimum essential coverage requirements under the Affordable Care Act.

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

4. Life Insurance and Disability:

Life Insurance:

4.1 The Town shall provide, at no expense to employees, life insurance equal to one (1) year's salary up to a maximum of \$50,000, with benefits for dismemberment.

Short and Long-Term Disability:

4.2 The Town shall provide, at no expense to employees, short-term disability insurance covering non-work-related accidents and illness to commence on the sixteenth (16th) day of such illness or accident with a maximum benefit period of twenty-six (26) weeks at 66 2/3% of the employee's basic weekly earnings to a maximum of seven hundred fifty dollars (\$750).

4.3 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 max of six thousand dollars (\$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 or other act resulting in accidental injury to a person or accidental damage to or destruction of property, and (b) Any act or omission constituting a violation of civil rights of any person under Federal Law if such act or omission was not committed with malice. The Town shall supply the employee with counsel or, if there is a legal conflict of interest, pay his or her reasonable attorney's fees. The operation of this paragraph is contingent upon the employee's cooperation with the Town in the defense of any action brought against the employee and/or the Town.

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 Sections 1 and 2 of this Article. Each Plan Year shall extend from July 1, through June 30 of each year for the life of the contract. Personal election forms and options for each Plan Year shall be published sufficiently in advance of July 1 of each year to provide for employee enrollment / changes / cancellation.

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 Medcomp 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. The Town reserves the right to make changes in the insurance carriers, claims administrator organization, or method of providing Insurance-Supplementary Compensation at any time that financial or service considerations make such a change, in the Town's opinion, advisable, providing such change shall not increase cost to the employee by means of deductibles, co-payments and that the overall benefits structure shall be comparable to the plan replaced, except as otherwise provided for in this Article.

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

ARTICLE 24: WORKERS' COMPENSATION

1. All employees covered by this Agreement 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 receives workers' compensation benefits for any time period for which he/she has also received pay from the Town in the form of accrued hours or regular pay, he/she must repay the Town for any "overpayment" in accordance with applicable law.

ARTICLE 25: CLOTHING

If the performance of their job duties requires Association members to wear protective or other required clothing including but not limited to hard hats, safety shoes/boots, retroreflective clothing/outerwear, gloves, etc., the individual Association member, with Department Head approval, shall purchase the required items and

upon the presentation of receipt(s), shall be reimbursed by the Town for such expense(s).

ARTICLE 26: 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 interval installments throughout the year.
2. Any employee 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 Association, 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) tuition reimbursement 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 27: DISCIPLINE AND TERMINATION FOR CAUSE

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

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

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

ARTICLE 28: GRIEVANCE PROCEDURE

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. 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 schedule 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: STAND-BY PAY

1. With the approval of the Town Manager and implementation by the Department Head, certain exempt employees in this Association may be designated to be on "Stand-By Duty", during which times they must be available for immediate communication from their Department and available to report to work upon immediate notice during what would otherwise be their weekend and holiday off-duty hours. Employees who are designated to be on Stand-By Duty shall be compensated at the rate of twenty dollars (\$20.00) per day for their Stand-By Duty days of Saturdays, Sundays and Holidays.
2. For the purpose of this Article, a Stand-By Duty day shall mean twenty-four (24) consecutive hours of duty time on a weekend or Holiday when an employee is not assigned to work pursuant to his/her normal work schedule but instead is on Stand-By Duty. The Stand-By Duty rate shall be paid for all Stand-By Duty days regardless

whether the employee on Stand-By Duty is called in and reports to work on such Stand-By Duty days.

ARTICLE 30: FAMILY AND MEDICAL LEAVE

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

ARTICLE 31: MATERNITY/PATERNITY LEAVE

The Town will abide by FMLA and State laws, rules and regulations pertaining to maternity/paternity leave policies.

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 at 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

 5/15/23
Ryan Lones, AFSCME Date

 5/15/25
Brian Johnson, President Date

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

 5/15/25
Kirsten Hildonen, Chapter Chair Date

TOWN

Signed by: Kim Bernard 5/19/2025
70BE993F6BB2456...
Town Manager (Acting) Date

LAEA TAP Salary Ranges - 7/1/25 - 6/30/26

TITLE	MINIMUM	MAXIMUM
Administrative Support Coordinator	\$68,640.00	\$89,752.00
Appraiser*	\$53,892.80	\$74,235.20
Assessment Technician*	\$48,068.80	\$65,249.60
Assistant Assessor	\$64,064.00	\$88,025.60
Assistant Building Inspector/Deputy Health Officer*	\$58,281.60	\$79,788.80
Assistant Director - Engineering & Environmental Services	\$89,502.40	\$113,401.60
Assistant Director - Public Information Coordinator	\$58,281.60	\$79,788.80
Assistant Recreation Director - PT**	\$33,269.60	\$48,994.40
Associate Planner*	\$58,344.00	\$85,363.20
Code Enforcement Officer * - PT**	\$38,321.92	\$53,886.56
Engineer	\$73,923.20	\$100,318.40
Environmental Engineer	\$80,995.20	\$115,502.40
Finance and Payroll Coordinator	\$51,438.40	\$72,508.80
Finance Assistant	\$50,523.20	\$65,520.00
GIS Manager/Comprehensive Planner	\$80,995.20	\$103,688.00
Permit Technician*	\$49,982.40	\$72,529.60
Public Works Administrative Assistant*	\$49,982.40	\$72,529.60
Senior Building Inspector/Health Zoning Officer*	\$64,417.60	\$90,417.60
Town Planner	\$82,056.00	\$107,348.80
Training Coordinator*	\$46,030.40	\$62,462.40

*Non-Exempt position.

**Range is based on part-time, 28-hour/week schedule.

LAEA TAP Salary Ranges - 7/1/26 - 6/30/27

TITLE	MINIMUM	MAXIMUM
Administrative Support Coordinator	\$70,699.20	\$92,456.00
Appraiser*	\$55,515.20	\$76,481.60
Assessment Technician*	\$49,524.80	\$67,225.60
Assistant Assessor	\$65,998.40	\$90,667.20
Assistant Building Inspector/Deputy Health Officer*	\$60,049.60	\$82,201.60
Assistant Director - Engineering & Environmental Services	\$92,206.40	\$116,812.80
Assistant Director - Public Information Coordinator	\$60,049.60	\$82,201.60
Assistant Recreation Director - PT**	\$34,274.24	\$50,464.96
Associate Planner*	\$60,112.00	\$87,942.40
Code Enforcement Officer * - PT**	\$39,472.16	\$55,517.28
Engineer	\$76,148.80	\$103,334.40
Environmental Engineer	\$83,428.80	\$118,976.00
Finance and Payroll Coordinator	\$52,998.40	\$74,692.80
Finance Assistant	\$52,041.60	\$67,496.00
GIS Manager/Comprehensive Planner	\$83,428.80	\$106,808.00
Permit Technician*	\$51,500.80	\$74,713.60
Public Works Administrative Assistant*	\$51,500.80	\$74,713.60
Senior Building Inspector/Health Zoning Officer*	\$66,352.00	\$93,142.40
Town Planner	\$84,531.20	\$110,572.80
Training Coordinator*	\$47,424.00	\$64,355.20

*Non-Exempt position.

**Range is based on part-time, 28-hour/week schedule.

LAEA TAP Salary Ranges - 7/1/27 - 6/30/28

TITLE	MINIMUM	MAXIMUM
Administrative Support Coordinator	\$72,467.20	\$94,785.60
Appraiser*	\$56,908.80	\$78,395.20
Assessment Technician*	\$50,772.80	\$68,910.40
Assistant Assessor	\$67,662.40	\$92,934.40
Assistant Building Inspector/Deputy Health Officer*	\$61,568.00	\$84,260.80
Assistant Director - Engineering & Environmental Services	\$94,515.20	\$119,745.60
Assistant Director - Public Information Coordinator	\$61,568.00	\$84,260.80
Assistant Recreation Director - PT**	\$35,133.28	\$51,731.68
Associate Planner*	\$61,630.40	\$90,147.20
Code Enforcement Officer * - PT**	\$40,462.24	\$56,915.04
Engineer	\$78,062.40	\$105,934.40
Environmental Engineer	\$85,529.60	\$121,950.40
Finance and Payroll Coordinator	\$54,329.60	\$76,564.80
Finance Assistant	\$53,352.00	\$69,201.60
GIS Manager/Comprehensive Planner	\$85,529.60	\$109,491.20
Permit Technician*	\$52,790.40	\$76,585.60
Public Works Administrative Assistant*	\$52,790.40	\$76,585.60
Senior Building Inspector/Health Zoning Officer*	\$68,016.00	\$95,472.00
Town Planner	\$86,652.80	\$113,339.20
Training Coordinator*	\$48,609.60	\$65,977.60

*Non-Exempt position.

**Range is based on part-time, 28-hour/week schedule.

LAEA Town Administrative Personnel 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 Town Administrative Personnel
PERFORMANCE EVALUATION**

SECTION I

CRITERIA:	

CRITERIA:	

**LAEA Town Administrative Personnel
PERFORMANCE EVALUATION**

CRITERIA:	

CRITERIA:	

LAEA Town Administrative Personnel PERFORMANCE EVALUATION

CRITERIA:	

SECTION II

PROGRESS TOWARD GOALS SET DURING LAST PERFORMANCE EVALUATION:

LAEA Town Administrative Personnel 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 _____ Town of Londonderry
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

\$5 \$10 \$15

Other \$ _____ each pp

Circle jacket size.
S M L XL 2XL Other _____

For Office Use Only

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*