

<p><b>TOWN COUNCIL</b> <b>AGENDA</b> <b>December 5, 2011</b></p>
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The Town Council meeting will be held in the Moose Hill Council Chambers, Town Hall, 268B Mammoth Road, Londonderry. Regular meetings are cablecast live and videotaped for the convenience of our viewers at home. *All regular meetings will be adjourned by 10:00pm unless otherwise notified.*

7:00 PM

I. CALL TO ORDER

II. PUBLIC COMMENT

- A. Bryan Christiansen, Comcast
- B. Richard Bielinski
- C. Lisa Drabik

III. PUBLIC HEARING

- A. Ordinance #2011-11 – Relative to Revisions to the Municipal Code, Title IV, Chapter IV Junk Yards/Dealers; Title IV, Chapter IX-A, Individual Sewage Disposal Systems; Title II, Chapter III, Special Regulations; and Title VI, Chapter IV, Safety Regulations
- B. Ordinance #2011-12 – Relative to an Amendment to the Zoning Ordinance regarding the Demolition Delay Ordinance

IV. OLD BUSINESS

A.

V. NEW BUSINESS

- A. Proposed Collective Bargaining Agreement with AFSCME 1801
- B. Proposed Collective Bargaining Agreement with AFSCME – LAEA Public Safety
- C. Library Technology Plan

VI. APPROVAL OF MINUTES

- A. Minutes of Council's Public Meeting of 11/19/11 and 11/21/11

VII. OTHER BUSINESS:

- A. Liaison Reports
- B. Town Manager Report
- C. Board/Committee Appointments/Reappointments
  - 1) Resignation of Mike Gallagher from an Alternate position on the ZBA
  - 2) Resignation of Vicki Keenan from a Full Member position on the ZBA
  - 3) Resignation of Rosemary Dann from the International Exchange Committee.
  - 4) Appointment of Neil Jackson-Smith as an Alternate Member to the Solid Waste Advisory Committee, term expiration 12/31/12
  - 5) Appointment of Martin Srugis as an Alternate to the Southern NH Planning Commission, term to expire 12/31/12.
  - 6) Re-appointment of Gail Moretti as a Full Member on the Solid Waste Advisory Committee, term expiration 12/31/12
  - 7) Re-Appointment of Deborah Nowicki to the Londonderry International Exchange Committee, tem expiration 12/31/14.

VIII. ADJOURNMENT

IX. MEETING SCHEDULE:

- A. Town Council Budget Public Hearing and Regular Meeting – December 19, 2011, Moose Hill Council Chambers, 7:00 PM
- B. Town Council Bond Hearing and Regular Meeting – December 28, 2011, Moose Hill Council Chambers, 7:00 PM
- C. Town Council Budget Public Hearing – January 12, 2012, Moose Hill Council Chambers, 7:00 PM
- D. Town Council Regular Meeting – January 16, 2012, Moose Hill Council Chambers, 7:00 PM
- E. Deliberative Session, Town Budget – February 6, 2012, Londonderry High School Gymnasium, 7:00 PM
- F. Town Council Regular Meeting – February 9, 2012, Moose Hill Council Chambers, 7:00 PM – *Recommendations on Final Deliberative Session Budget Votes*

## SUPPORTING DOCUMENTATION COUNCIL MEETING OF DECEMBER 5, 2011

### I. CALL TO ORDER

### II. PUBLIC COMMENT

- A. Bryan Christiansen, Comcast– Mr. Christiansen will provide information on Comcast’s conversion of its signal to digital.
  
- B. Richard Bielinski – Mr. Bielinski has requested a meeting with the Council to discuss John Conley assuming the duties of Treasurer upon the resignation of Robert Lincoln.
  
- C. Lisa Drabik – Lisa will request Council consideration to place an article on the ballot to divide the Town into districts for the purpose of electing state representatives. The Secretary of State’s Office advises that the Town may proceed with the concept of the redistricting commission and advise the Legislature of the Town’s actions, as the Legislature is in the process of redistricting in 2012 (and presumably would make Londonderry a single-town district, or have a flatorial seat with Auburn). This matter can be placed before the voters either by a Council vote or citizens’ petition (min. 25 signatures of registered voters).

### III. PUBLIC HEARING

- A. Ordinance #2011-11 - Relative to Revisions to the Municipal Code, Title IV, Chapter IV Junk Yards/Dealers; Title IV, Chapter IX-A, Individual Sewage Disposal Systems; Title II, Chapter - III, Special Regulations; and Title VI, Chapter IV, Safety Regulations – The following revisions are recommended for a public hearing on December 5, 2011:
  - 1) Title IV, Chapter IV – aligns license renewal date with the new statutory date of July 1.
  - 2) Title IV, Chapter IX-A – segregates regulations for individual septic systems from Chapter IX, which is the public sewer system ordinance.
  - 3) Title II, Chapter III – allows the Police Department to establish temporary traffic and parking measures during special events or emergencies.
  - 4) Title VI, Chapter IV – In consultation with the Town’s loss prevention insurance consultants, a complete re-write of the Town’s Safety Manual.

- B. Ordinance #2011-12 – Relative to an Amendment to the Zoning Ordinance regarding the Demolition Delay Ordinance – The Planning Board recommends adopt of a Zoning Ordinance change to increase the age of a structure which falls with the Demolition Delay Ordinance process from 50 to 75 years.

IV. OLD BUSINESS

V. NEW BUSINESS

- A. Proposed Collective Bargaining Agreement with AFSCME 1801 – Staff has completed negotiations with 1801 (DPW, Town Hall support staff) and recommends that the Council approve the attached tentative agreement contingent upon Town Meeting approval of the cost items. Employees have agreed to a three year contract with 0% COLA in FY13. The FY13 cost represents continuation of the step program for those 5 eligible employees (cannot award step increases once the contract expires, therefore it was not included in the FY13 budget proposal).

- B. Proposed Collective Bargaining Agreement with AFSCME – LAEA-Public Safety – Staff has completed negotiations with LAEA-PS (Police and Fire mid-management and staff) and recommends that the Council approve the attached tentative agreement contingent upon Town Meeting approval of the cost items. Employees have agreed to a three year contract with 0% COLA in FY13. The FY13 cost represents an enhancement to the life insurance benefit (\$755.66).

- C. Library Technology Plan – In response to Resolution 2011-15, Library Director Barbara Ostertag-Holtkamp will present information on the Library’s technology initiatives.

VI. APPROVAL OF MINUTES – Minutes of the Council’s Public Meetings of 11/19/11 and 11/21/11.

VII. OTHER BUSINESS -

- A. Liaison Reports –
- B. Town Manager Report –

- C. Board/Committee Appointments/Reappointments -
- A. Resignation of Mike Gallagher from an Alternate position on the ZBA
  - B. Resignation of Vicki Keenan from a Full Member position on the ZBA
  - C. Resignation of Rosemary Dann from the International Exchange Committee.
  - D. Appointment of Neil Jackson-Smith as an Alternate Member to the Solid Waste Advisory Committee, term expiration 12/31/12
  - E. Appointment of Martin Srugis as an Alternate to the Southern NH Planning Commission, term to expire 12/31/12.
  - F. Re-appointment of Gail Moretti as a Full Member on the Solid Waste Advisory Committee, term expiration 12/31/12
  - G. Re-Appointment of Deborah Nowicki to the Londonderry International Exchange Committee, tem expiration 12/31/14.

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- G. Town Council Budget Public Hearing and Regular Meeting – December 19, 2011, Moose Hill Council Chambers, 7:00 PM
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- K. Deliberative Session, Town Budget – February 6, 2012, Londonderry High School Gymnasium, 7:00 PM
- L. Town Council Regular Meeting – February 9, 2012, Moose Hill Council Chambers, 7:00 PM – *Recommendations on Final Deliberative Session Budget Votes*

**FOLLOW-UP FROM COUNCIL'S  
November 21, 2011 MEETING**

ISSUE	ACTION	RESPONSIBILITY
Muni Code Revisions	Schedule public hearing <i>(On 12/5/11 agenda)</i>	Dave

**FOLLOW-UP FROM COUNCIL'S  
November 7, 2011 MEETING**

ISSUE	ACTION	RESPONSIBILITY
Storm Response	Develop after incident review and schedule Public Forum <i>(Forum scheduled for 1/7/12))</i>	Dave/Kevin
Town Common	Develop plan to expand into cleared area <i>(In process)</i>	Dave/Steve
Redistricting	Determine eligibility for Londonderry <i>(SOS advises that Town should proceed if it chooses to, and notify the Legislature of its action as statewide redistricting is underway.)</i>	Dave/SOS

**FOLLOW-UP FROM COUNCIL'S  
October 17, 2011 MEETING**

ISSUE	ACTION	RESPONSIBILITY
Fire Department	a. Determine whether water extensions Can be mandatory <i>(Counsel doubts, absent documented public safety concern, that connection to municipal water can be mandated)</i>	Andre/Bart
	b. Gauge citizen interest to enlarge fire call company <i>(Information received; developing press release)</i>	Kevin/Dave
	c. Present Fire Education program at a TC meeting <i>(In process)</i>	Kevin
R-T-K Emails	Share 91-A restrictions with Board chairs <i>(In process)</i>	Dave/Bart

**FOLLOW-UP FROM COUNCIL'S  
September 19, 2011 MEETING**

ISSUE	ACTION	RESPONSIBILITY
Target Shooting	Determine liability and enforcement for hearing <i>Tabled pending additional information on:</i> <i>a. Attempt to locate suitable location using GIS</i> <i>b. Consider noise pollution</i> <i>c. Establish any connection to increased insurance rates</i> <i>(In process)</i>	Dave/Bill/GIS

Introduced: 11/21/11  
Second Read/Public Hearing: 12/05/11  
Adopted: x/xx/xx

**ORDINANCE 2011-11**  
***AN AMENDMENT TO THE MUNICIPAL CODE,***  
***TITLE IV, CHAPTERS IV and IX-A, TITLE II, CHAPTER III and***  
***TITLE VI, CHAPTER IV***

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***WHEREAS*** the Section 3.10 of the Town Charter requires a decennial revision or codification of the ordinances of the Town; and,

***WHEREAS*** the Town Council established an FY11 Goal to review all town regulations and procedures in an effort to eliminate inefficient processes or regulations; and,

***WHEREAS*** administrative and statutory changes require edits to various Chapters;

***NOW THEREFORE BE IT ORDAINED*** by the Town Council of the Town of Londonderry that the Municipal Code of the Town of Londonderry, Title IV, Chapter IV Junk Yards/Dealers; Title IV, Chapter IX-A, Individual Sewage Disposal Systems; Title II, Chapter III, Special Regulations; and Title VI, Chapter IV, Safety Regulations are hereby amended pursuant to the attached summary.

Sean O'Keefe - Chairman  
Town Council

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Meg Seymour

Town Clerk

(TOWN SEAL)

***A TRUE COPY ATTEST:***  
*xx/xx/xx*



<i>Recommended Revisions to the Municipal Code</i>		
<i>Title/Chapter</i>	<i>Title</i>	<i>Recommended Revisions</i>
IV/IV	Junk Yards/Dealers	Change license renewal date to July 1 to conform to new state law.
IV/IX-A	Individual Sewage Disposal Systems	Codifies regulations for on-site septic systems.
II/III	Traffic Safety Special Regulations	Allows the Police Department to establish temporary traffic and parking measures during special events or emergencies.
VI/IV	Safety Regulations	Complete Re-write of Safety Manual

## CHAPTER IV - JUNK YARDS/DEALERS

### SECTION I PURPOSE

- A. It is the policy of the Town of Londonderry and determined to be in the public interest to provide for effective control of the establishment, use and maintenance of junk yards adjacent to the interstate, federal aid primary, and turnpike systems in order to protect the public investment in such highways, to promote the safety and recreational value of public travel and to preserve the natural beauty.

### SECTION II DEFINITIONS\GOVERNANCE

- A. Definitions and regulations as provided by New Hampshire statute (RSA 236:111 through 236:129 and New Hampshire statute (RSA 322:1) as may be amended from time to time are hereby adopted.

### SECTION III PERMITS/LICENSING

- A. Pursuant to the Londonderry Zoning Ordinance, no new junk yards may be permitted within the confines of the Town.
- B. Established junk yards shall apply for annual licenses ~~on~~ *by* May 30, which shall be valid to the following ~~April~~ *July* 1.
1. The applicant shall complete a Renewal Application for Motor Vehicle Junk Dealers' License and pay the fee set by the Town Council.
  2. The Building/Health Inspector shall receive the application, and physically view the junk yard for compliance with Statute.
  3. The Town Council will review the application, sign it and return it to the Town Clerk for processing.

### SECTION IV FINES

- A. Violations cited by the Building/Health Inspector shall be fined as provided under statute.

## **CHAPTER IX - INDIVIDUAL SEWAGE DISPOSAL SYSTEMS**

### **SECTION I - AUTHORITY**

The enabling legislation is RSA 485-A. Provisions adopted under this section shall be in addition to any requirements imposed by the state for the installation, inspection and maintenance of sewage disposal systems.

The rules and regulations established by the State of New Hampshire Department of Environmental Services, Subsurface Systems Bureau (NH DES) form a part of this regulation to the extent that said regulations are excepted and added to by the provisions of this entire regulation.

### **SECTION II -OBJECTIVE**

To provide regulations for adequate and safe sewage disposal installations which are to be located and constructed so to avoid contaminating any existing or future water source or water supply and to provide for the efficient, effective administration of those regulations.

### **SECTION III - GENERAL**

Individual sewage disposal systems shall consist of a house sewer, septic tank, a distribution box, and acceptable leach field.

### **SECTION IV – DEFINITIONS**

A. “Designer” - shall mean any individual who has demonstrated a sound working knowledge of the procedures and practices required in the site evaluation, design, and operation of subsurface sewage or waste disposal systems, and who holds a current Permitted Designer authorization from the New Hampshire Department of Environmental Services Subsurface Systems Bureau.

B. “Inspector” - shall mean the individual authorized by the Town Council to perform administrative and inspection responsibilities of this section.

## **CHAPTER IX - INDIVIDUAL SEWAGE DISPOSAL SYSTEMS (Cont'd)**

### **SECTION IV - DEFINITIONS (Cont'd)**

C. "Installer" - shall mean any individual or firm responsible for installing the subsurface sewage or waste disposal system in accordance with the intent of the approved plan who holds a current Permitted Installer authorization from the New Hampshire Department of Environmental Services Subsurface Systems Bureau.

D. "Owner" - shall mean the person in whose name the ownership of the property is legally recorded. The authority to perform any of the duties as herein described may be transferred to any other person, provided however, that the responsibility for proper performance of said duties shall remain with the property owner.

E. "Town" shall mean the Town Council of the Town of Londonderry or its appointed inspector. Appeals from the administrative decisions of the inspector shall be made directly to the Town Council.

F. NH DES shall mean the New Hampshire Department of Environmental Services Subsurface Systems Bureau.

### **SECTION V - RESPONSIBILITY**

A. The designer shall be responsible for the accuracy of all technical data and compliance with all design criteria.

B. In the event of any question or dispute, the NH DES shall make the final determination of the accuracy of such data.

### **SECTION VI - LOCATION AND INSTALLATION**

A. Location and installation of the sewage disposal system shall be such that, with reasonable maintenance, it will function in a sanitary manner and will not create a nuisance, health hazard or endanger the safety of any domestic water supply.

B. Consideration shall be given to the size and shape of the lot, slope of natural and finished grade, depth and fluctuation of ground water (all seasons of the year), proximity of existing or future water supplies, onsite structures and possible expansion of the system.

## **CHAPTER IX - INDIVIDUAL SEWAGE DISPOSAL SYSTEMS (Cont'd)**

### **SECTION VII - FEES FOR *PLAN REVIEW*, PERMITS, INSPECTIONS**

A. No sewage disposal system shall be installed, altered or maintained in the Town of Londonderry unless in conformity with these regulations as well as the pertinent regulations of the State of New Hampshire as may exist, be established or amended.

B. The designer must submit four (4) sets of plans for the requested system: Three (3) for the NH DES and One (1) for the Town of Londonderry. Review fee of thirty five dollars (\$35.00) shall accompany each plan submitted. If plans are rejected, no additional fees shall be required for a second review.

C. A permit for the installation and/or alteration of a sewage disposal system must be obtained from the Town of Londonderry—Health Officer, prior to the commencement of any work on a system.

D. A fee of thirty five dollars (\$35.00) shall accompany every application for a permit for the installation and/or alteration of a sewage disposal system.

E. A permit must be obtained before any drinking well is installed, and must be accompanied by a diagram of the location. A fee of thirty five dollars (\$35.00) must accompany each application.

F. The inspector may require inspections during the course of work at the following intervals:

1. House sewer inspection
2. Excavation (Bed Bottom)
3. Leach Field after placement, prior to backfill.

G. Minimum notice of 24 hours shall be given prior to the start of work or to request inspections of any above listed stages.

## **CHAPTER IX - INDIVIDUAL SEWAGE DISPOSAL SYSTEMS (Cont'd)**

### **SECTION VIII –RESPONSIBILITIES**

A. Designer - Responsible for the collection of all necessary technical data relative to any proposed system or alteration; for the design and layout of the systems; for the submitting of all prints and applications as required by the Town of Londonderry and NH DES.

B. Installer - To secure an installation permit and to construct the system or alter an existing system in accordance with all regulations and laws, and to notify the inspector for final inspection before backfilling.

C. Inspector - To maintain a file of all approvals issued by NH DES; to issue permits; to perform any inspections as he deems necessary; to return, within seven (7) days, a copy of the application receipt including any changes to the submitted plans as required or suggested by the inspector; to perform any other duties relative to individual waste disposal systems as specified by the Board of Health.

### **SECTION IX - FINES AND PENALTIES**

A. A penalty in accordance with the provisions of RSA 676:17 shall be imposed upon the applicant for failure to comply with these regulations.

B. Each day of continuing failure to comply, after written notice of the violation(s) shall constitute a new offense.

*~~End of Section~~*

## CHAPTER III - AUTHORITY OF POLICE

### SECTION I POLICE TO DIRECT TRAFFIC

A. It shall be the duty of the Police Department to enforce the provisions of this Code. All sworn officers are authorized to direct all traffic either in person or by means of visible or audible signals in conformance with provisions of this Code; however, in the event of a fire or other emergency to expedite traffic or safeguard pedestrians, officers of the Police, Fire or Highway Department may direct traffic as conditions may require.

~~B. The Chief of Police is empowered to enforce the regulations necessary to make effective the provisions of this Ordinance and to make and enforce temporary regulations to cover emergencies or special conditions.~~

*B. The Chief of Police, or his designee, is empowered to enforce the regulations necessary to make effective the provisions of this ordinance. During special events, such as parade, and the like, or in times of emergency, the police chief, or his designee, may issue special regulations banning or otherwise regulating parking and diverting or otherwise regulating the flow of traffic on certain streets, such regulations to be in effect during the period of emergency or special event.*

### SECTION II EMERGENCY REGULATIONS

A. The Emergency Management Director shall enforce the provisions of this Code and to make and enforce temporary regulations to cover emergencies, special conditions or conditions which require immediate action pursuant to Title IV, Chapter X of the Municipal Code.

B. The provisions of this code regulating the movement, parking and standing of vehicles shall not apply to authorized emergency vehicles while such operation is in the necessary performance of emergency public duties. This exemption shall not protect the driver of any such vehicle from the consequences of a reckless disregard of the safety of others.

### SECTION III OBEDIENCE TO POLICE AND OTHER OFFICERS

A. It shall be unlawful for any person to refuse or fail to comply with any lawful order, signal or direction of a Police Officer, or in an emergency situation, any officer of the Fire or Highway Departments as designated.

**SECTION IV            PUBLIC EMPLOYEES**

- A.     The provisions of this code shall apply to the driver of any vehicle owned by or used in the service of the Federal, State, County or local governments.
- B.     It shall be unlawful for any driver to violate any of the provisions of this Code except as otherwise permitted within.



**ORDINANCE #2011-12**  
***AN AMENDMENT TO THE ZONING ORDINANCE***  
***RELATING TO AN AMENDMENT TO THE DEMOLITION***  
***DELAY ORDINANCE***

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**Introduced: 11/21/11**  
**Second Read/Pub Hrg: 12/5/11**  
**Adopted: x/xx/xx**

***WHEREAS*** the Planning Board has received a request to amend the Demolition Delay Ordinance; and

***WHEREAS*** the requested rezoning would increase the age of a structure subject to the provisions of the ordinance from 50 to 75 years; and

***WHEREAS*** the Planning Board has recommended that the Town Council act favorably upon these requests;

***NOW THEREFORE BE IT ORDAINED*** by the Town Council of the Town of Londonderry that Section 5.3.2 of the Town Zoning Ordinance be amended to change the retrospective timeframe from 50 to 75 years.

\_\_\_\_\_  
Sean O'Keefe  
Chairman - Londonderry Town Council

***A TRUE COPY ATTEST:***

\_\_\_\_\_  
***Marguerite Seymour - Town Clerk***  
*xx/xx/xx*

***Town Seal***

To: Town Council

From: Andre Garron, AICP, Community Development Director



CC: Planning Board

Date: November 14, 2011

Subject: Amendment to the Demolition Delay Ordinance

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On November 9, 2011, the Planning Board held a public hearing relative to **section 5.3.2**, Demolition Delay, of Londonderry's Zoning Ordinance. The propose amendment to the Demolition Delay ordinance proposes to change the retrospective timeframe from "50" to "75" years as follows:

***5.3.2.2 The building was constructed more than 50 75 years before the date of application for demolition permit;***

The Planning Board voted unanimously to recommends the approval of the above amendment to the zoning ordinance.

Please feel free to contact me if you have any questions, and please advise me on when the public hearing will be held by the Council so that I can be present to present the ordinance.

Thank you

**ARTICLE NO 12: [RATIFY COLLECTIVE BARGAINING AGREEMENT BETWEEN AFSCME LAEA – PUBLIC SAFETY and THE TOWN OF LONDONDERRY]**

To see if the Town will vote to the cost items included in the collective bargaining agreement reached between the Town of Londonderry and the Londonderry Administrative Employees Association (Unit A), and in doing so, to approve the cost items within said Agreement, which calls for the following appropriations for salaries and benefits over what was raised under any current agreements and policies for the employees of the Union:

<u>Year</u>	<u>Cost Increase From Prev. FY</u>	<u>Tax Increase From Prev. FY<sup>1</sup></u>	<u>Total Estimated Cumulative Cost</u>	<u>Average Rate Incr.</u>
FY 13	\$ 756.00	\$ 0.00	\$ 756.00	0.0%
FY 14	\$ 27,762.00	\$ 0.01	\$ 27,762.00	2.0%
FY 15	\$ 28,441.00	\$ 0.01	\$ 28,441.00	2.0%

and further, to raise and appropriate the sum of \$ **756.00** (<\$0.01 on the tax rate) for the FY 13 expenses, such sum representing the additional cost attributable to the increase in salaries and benefits over those of the appropriation at the current staffing levels paid under any existing agreements. (AFSCME, LAEA-PUBLIC SAFETY represents 15 full time management and professional positions in the Fire and Police Departments.)

**(If passed, this article will require the Town to raise \$756.00 in property taxes, resulting in a tax rate increase of <\$0.01 in FY 13 based upon projected assessed values.)**

*This article is supported by:*

*Town Council - (Yes: x-x-x)*

*Budget Committee - (Yes: x-x-x)*

**LAEA – Public Safety Collective Bargaining Agreement Proposal**

<b>Article</b>	<b>Current Agreement</b>	<b>Proposed Agreement</b>
3 – Recognition	Fire Captain	Renamed Battalion Chief; for purposes of compensation, both titles interchangeable
14 – Compensation	2 year agreement, with 3% semi-annual pay adjustments	3 year agreement, COLA adjustments of 0%/2%/2%; Police Lt max pay range increased by 3.5% to address compression issue; incumbents can progress to max through performance evaluations.
14 – Compensation	Merit Increase Levels at 3.5%, 3%, 2%, 0%, 0%	New levels at 3.0%, 2.5%, 1.5%, 0%, 0%; as recently as 6/30/10, levels were 5%, 4%, 3%, 0%, 0%.
16 & 17 Sick & Vacation	No language	To avoid supplemental assessment from NHRS, language allows deferring any portion of sick and/or vacation payment upon separation which triggers an assessment to 121 days following employment.
17 – Sick Leave	No language	Employees with 10+ years of service and 30 sick days accrued may cash in up to 6 days per year, at the forfeit rate of 3 days accrued per each day cashed in. Max accrual rate will drop from 90 to 85 – these provisions similar to police officers’ contract. (Employees hired after 7/1/10 may only accrue up to 30 days.)
17 – Sick Leave	Payment of accruals upon separation:  Years:      Days:  1 - 5          10 6 - 10        20 11 - 15       25 16 - 20       30 21 - 25       50  25+           60	Payment of accruals upon separation:  Years:      Days:  1 - 5          5 6 - 10        10 11 - 15       12.5 15+           30
19 – Bereavement	3 shifts for immediate family or life-threatening illness; 2 additional for extenuating circumstances.	Current contract language for all employees except Fire Battalion Chiefs; Fire schedule of 24 on/72 off resulted in leave reduction of 1 shift for each circumstance.

22 – Insurance	Blue Choice @ 80% Town premium contribution.	Blue Choice @ 80% remains; however, Town offers optional Lumenos Plan with higher deductible; Town funds at 80% of Matthew Thornton plan, and funds HSA account at 100% of difference between Town Blue Choice and Matthew Thornton contribution (80%) for Year 1 and 2 of participation, and 50% on Year 3.
22 – Insurance	Life Insurance at salary up to \$50K	Life insurance at salary up to \$100K

***AGREEMENT BETWEEN THE***

***TOWN OF  
LONDONDERRY***

***and the***

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

***~ ~ COUNCIL 93 ~ ~  
(L.A.E.A.– Public Safety)***

***For the Period***

***JULY 1, 2012 through JUNE 30, 2015***

***Tentative Agreement – 11/22/11***

***INCLUSIVE OF ARTICLES I – XXXIII AND APPENDICES A & B***

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**ARTICLE 1: PARTIES TO THE AGREEMENT**

This agreement between the Town of Londonderry, New Hampshire (hereinafter “The Town”), and AFSME 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:

Police Captains	Fire Battalion Chiefs	Police Lieutenants
Police Administrative Secretary	Police Exec. Secretary	Fire Marshall
Fire Exec. Secretary		

The titles of Fire Captain and Battalion Chief shall be considered within the same classification for the purposes of wage comparability.

**ARTICLE 4: DEFINITIONS**

1. **AGREEMENT:** Herein refers to this agreement between the Town of Londonderry, New Hampshire, and AFSME 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 AFSME 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 thirty-five (35) or more hours.



9. REGULAR PART TIME: Employees who have successfully completed a probationary period and are assigned to a regular work week less than thirty-five (35) 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 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, disability or membership in the Association.

#### **ARTICLE 6: MANAGEMENT RIGHTS**

The Town shall retain the sole right and authority to operate and direct the affairs of the Town and the Departments whose members are in the Association, including, but not limited to, all rights and authority exercised by the Town prior to the execution of this Agreement and in accordance with RSA 273 A1:XI.

#### **ARTICLE 7: ASSOCIATION OFFICERS**

1. The Association Officer and Representatives shall be: The President, Chief Steward, 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**

An employee who joins the Association after the signing of this Agreement shall remain a member of the Association as a condition of continued employment during the terms of this Agreement period.

Any employee, who discontinues his /her membership or chooses not to join the Association, shall pay an agency fee in the amount of 50% of the current Association dues, as a condition of continued employment during the terms of this Agreement.

Any employee who is not a full dues paying Association member during the term of this Agreement, shall be charged with an additional agency fee of 50% of all costs associated with the representation of their position and/or grievances or unfair labor practices filed by the Association on behalf of said employee, as a condition of continued employment. Said costs shall include the following, but is not limited to: legal fees, filing fees, telephone, postage, copying, travel expenses and any other fees determined by Association Officers to be associated costs of representation.

**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 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**

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 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; ie: the last employee hired to their range/position within the affected department(s) shall be the first laid-off.

2. Qualified and available full time employees within eighteen (18) months from the date of lay-off shall be reinstated before new employees are hired. They 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, seniority shall again begin to accumulate to the employee's seniority at the time of lay-off. Any benefits paid at the time of lay-off shall not be paid again. The employee shall be placed at the step in the appropriate salary range closest to his/her salary at the time of lay-off.

Employees shall lose seniority and shall no longer be covered by the provisions of this Agreement for the following reasons:

- A. Discharge
- B. Voluntary Quit, Resignation, or Retirement

**ARTICLE 12: SCHEDULED WORK WEEK AND HOURS**

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

<b>Position</b>	<b>Dept.</b>	<b>Schedule</b>	<b>Hours/Week</b>
Battalion Chiefs	Fire	24/72	42
Fire Marshall	Fire	M-F 8:00 AM - 4:00 PM	40
Police Captains	Police	M-F 8:00 AM - 4:00 PM	40
Police Lieutenants	Police	S-S 12 Week Rotating Schedule	40
Police Administrative Secty*	Police	M-F 8:30 AM - 5:00 PM	40
Executive Secretary - Police*	Police	M-F 8:30 AM - 5:00 PM	40
Fire Admin. Executive Secty*	Fire	M-F 8:30 AM - 5:00 PM	40

\* Non Exempt Employees

2. The Association recognizes that the work week and hours of the employees of the Police and Fire Departments must be flexible in order to meet the operational requirements of their respective Departments.

3. Non-exempt employees shall be granted a one-half hour lunch break each work day and two fifteen minute rest breaks each working day.

4. Police Administrative personnel shall have a normal work week of five (5) eight hour days, followed by two (2) days of rest which might not be consecutive, depending on the emergency needs of the Department.

5. Non-exempt employees required to attend meetings, hearings, or other Town activity or are otherwise required to work in excess of the normal work schedule due to operational requirements of their Department shall be compensated in wages at a rate of one and one-half times, 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.

6. Exempt employees required to attend meetings, hearings or other Town activity or 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 due to extenuating personal needs. Except for emergency situations, administrative time shall be scheduled subject to need of the Department with forty-eight (48) hours advance notice and may not exceed one day (shift) consecutively. Employees may exercise the option to cash out a maximum of forty (40) hours per fiscal year during the first pay period in June.

7. Employees who return to work prior to the next normal shift for attendance at Board or Commission meetings, for which the employee's job description requires their attendance shall be compensated for the actual hours worked, or, if the meeting's duration is less than three (3) hours, the employee may perform meeting-related duties after the meeting. The amount of time worked under these circumstances, including the meeting, shall not exceed a total of three (3) hours. Employees shall be compensated at the rate of time and one-half for all time actually worked.

8. Non-exempt employees required to attend court during their off-duty hours shall be paid a minimum of three (3) hours at time and one-half at that employee's regular hourly rate, less the witness fee received by such employees, or compensatory time at the rate of one and one-half the time spent in court inclusive of the statutory witness fee.

9. Fire Battalion Chiefs/Fire Marshall 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. (SHIFT DETAILS: Public Safety employees who are called to work an unscheduled shift.)

10. Police Lieutenants and Police Captains scheduled for shift details shall be paid at the rate of time and one half of the employee's regular rate of pay. Scheduled shift details shall be offered on a rotation list of Lieutenants followed by Captains on a seniority basis by their respective grades. Determination of the need for and scheduling of special shift details shall be at the sole discretion of the Chief of Police. (SHIFT DETAILS: Public Safety employees who are called to work an unscheduled shift.)

11. Shift details shall be offered on a rotating list of Lieutenants followed by Captains on a seniority basis within their respective grades. The list, once started shall continue ad infinitum, for the balance of this contract. The determination of the need for and scheduling of special shift details shall be at the sole discretion of the Chief of Police or his designee, as the needs of the agency require.

**ARTICLE 13: RECRUITMENT/PROMOTIONS**

1. Positions for all promotional opportunities covered by this agreement shall be posted on departmental bulletin boards for a period of at least fourteen (14) calendar days. The posting shall include the current position description, wage salary range, shift assignment, test procedure and including weight of part of the test (if any). At the Town's discretion, opening may be advertised simultaneously with internal postings.

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

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

1. The Salary and Wage Schedule effective July 1, 2012 shall be as provided in Appendix A, and shall be adjusted per the cost of living increases as set forth below.

1.1 Effective July 1, 2012 the cost of living increase shall be 0% for all members of the unit.

1.2 Effective July 1, 2013 the cost of living increase shall be 2% for all members of the unit.

1.3 Effective July 1, 2014 the cost of living increase shall be 2% for all members of the unit.

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.

2. PERFORMANCE PAY PLAN

2.1 Plan Administration:

2.1.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 during the first full pay period of September. 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 shall be completed in writing using the applicable merit system performance evaluation form provided in Appendix B.

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 time-table 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 Evaluation Classification Levels:

<u>Evaluation Results</u>	<u>Merit Increase %</u>
	<u>Max. Rate</u>
Outstanding	3.0%
Exceeds Expectations	2.5%
Meets Expectations	1.5%
Does Not Meet Minimum Requirements	0%
Unsatisfactory	0%

2.3 Evaluation Conditions:

- 2.3.a To achieve an overall evaluation result at a designated level, an employee must be evaluated as having achieved that rating or a higher rating on at least one half (1/2) of his/her applicable rating categories. An employee evaluated as “Outstanding” on one half (1/2) or more of his/her applicable rating categories, except as otherwise provided below, will be considered as “Outstanding” and shall receive a merit increase as provided above. An employee evaluated as at least “Exceeds Expectations” on one half (1/2) or more of his/her applicable rating categories, except as otherwise provided below, will be evaluated as “Exceeds Expectations” and receive a merit increase as provided above.
- 2.3.b In the event a rating category is not applicable to an employee’s job position, it should be so noted and not used in determining the employee’s evaluation result.
- 2.3.c Each category rating must be supported by specific details.
- 2.3.d In no event shall an employee rated as “Needs Improvement” in any category be eligible for a merit raise increase in excess of that provided for “Exceeds Expectations” regardless of overall rating score.
- 2.3.e Each category rating of “Does Not Meet Minimum Standards” must be supported by specific details and plan and time table, determined mutually by the employee and his/her supervisor, to achieve a rating of at least “Meets Expectations”. Failure to achieve an evaluation of at least “Meets Expectations” as provided in the plan and time table will result in disciplinary action.
- 2.3.f An employee rated as “Unsatisfactory” in any category will not be eligible for a merit increase in excess of that provided for “Meets Expectations” or if rated as “Unsatisfactory” in two or more categories will not be eligible for a merit increase; these provisions shall apply regardless of overall rating score and each such category rating must be supported by specific details and a plan and time table to achieve a rating of at least “Meets Expectations”. Failure to achieve a rating of at least “Meets Expectations” as provided in the plan and time table will result in additional disciplinary action up to and including termination.
- 2.3.g 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 2.1a and in 2.2 above, for his/her “evaluation results.”
- 2.3.h Appeals: In the event an employee is not in agreement with his/her immediate supervisor’s evaluation, he/she may appeal the evaluation through progressive supervisory levels up to the Town Manager. Decision of the Town Manager shall be binding.

**ARTICLE 15:        HOLIDAYS**

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

New Year's Day	Thanksgiving Day
President's Birthday	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.a        If a non-exempt employee is required to work on a holiday which is his/her scheduled day off due to operational requirements, the employee shall be compensated with compensatory time off or pay, at the rate of one and one-half times in addition to his/her base pay for 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.

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.

**ARTICLE 16:        VACATIONS**

1.        Vacation eligibility shall begin to accrue on a weekly basis from the date of hire for employees who shall be eligible for annual vacations based on the following schedule:

Length of Continuous Service:	Vacation Accrual Rate (Hours per Month)
Date of Hire to 24 months of service	6.66
25 <sup>th</sup> month through 36 <sup>th</sup> month	7.33
37 <sup>th</sup> month through 48 <sup>th</sup> month	8.00
49 <sup>th</sup> month through 60 <sup>th</sup> month	8.66
61 <sup>st</sup> month through 84 <sup>th</sup> month	10.66
85 <sup>th</sup> month through 120 <sup>th</sup> month	11.33
121 <sup>st</sup> month through separation	14.00

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 When a Fire Battalion Chief is on leave without pay for thirteen (13) or more cumulative shifts in any year, a pro-ratio deduction from vacation leave accrual will be subtracted from the employee's vacation time.
  - 1.2.e Vacation credit earned after returning to work from an unpaid leave of absence will not be used to offset the time used as a leave of absence; however, unpaid leave of absence of more than thirteen (13) shifts will not count in calculations of earned vacation time.
  - 1.2.f Fire Marshal 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 notice.
  - 1.2.g 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 shift require one (1) week notice.
  - 1.2.h All vacations must be approved by the Fire Chief or his designee and are not grievable.
  - 1.2.i Upon the death of a Fire Battalion Chief who was eligible for vacation, payment shall be made 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 in the year during which the person died.
2. A newly-hired employee will not be permitted to schedule vacation during the six (6) month Probationary Period and will not be eligible to any vacation accrual 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. Vacation time shall be taken according to a sign-up schedule which shall be posted during the calendar month of March. All members shall indicate their schedule of preference. 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. When an employee terminates his/her employment with the Town for any reason other than cause, he/she shall be compensated for 100% of all accrued vacation, provided that the employee has given at least two (2) week's advance notice of his/her intent to terminate employment with the Town.
7. Regular part time employees shall be eligible to provisions of this Article on a pro-rata basis.
8. Any employee eligible to carry over vacation days may opt for payment of up to five (5) vacation days on his/her anniversary date.
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 maximum 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.

For the duration of the agreement, employees who have ten years of service and accumulated at least 30 days of sick leave, may cash in up to six sick leave days per fiscal year. The days deducted from the employee's sick leave bank shall be three times the number of days cashed in, and shall be subject to the accrual limitations as set forth in Sections 1 and 1a. of this Article.

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 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.

1.b Fire Battalion Chiefs on roll effective June 30, 2010 shall be entitled to sick leave at the rate of 100.8 hours per year and will accumulate if not used during the entire year to maximum of seven hundred fifty six (756) hours. Any employee who has accumulated in excess of seven hundred fifty six (756) hours days 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 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 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 hours used. Any employee 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 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 Department Head or Employees 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.

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 to 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.

4. At the time of voluntary termination of employment or layoff, an employee shall be entitled to receive compensation as follows:

<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 X 1.05

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 for the above-stated accrued sick leave.

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 the latter is 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 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.

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 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 Worker's Compensation benefits.

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

10. Regular part time employees shall be eligible to 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 unpaid leave of absence for personal reasons. Such leave shall be requested in writing through the appropriate channels to the Department Head. The Department Head shall submit a recommendation to the Town Manager whose decision shall be final and binding.

2. When unpaid leaves of absence exceed sixty (60) days, seniority will cease to accumulate for the additional 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 (½) day increments. There shall be no carry-over of personal days from one fiscal year to the next.

**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 an employee in the event of the death of his/her:

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

2. Under extenuating circumstances, one (1) shifts for 42 hour employees and (2) shifts for 40 hour employees 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.

3. Employees may be granted two (2) shifts for 42 hour employees and (3) shifts for 40 hour employees 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 30 - GRIEVANCE PROCEDURE.

4. Regular part time employees shall be eligible to the provisions of this Article on a pro-rata basis.

**ARTICLE 20:        MILITARY LEAVE**

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

**ARTICLE 21:        JURY DUTY**

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

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 service must be submitted to the employee’s immediate supervisor.

**ARTICLE 22:        INSURANCE**

1.        A.        The Town shall contribute towards the cost of health insurance at eighty percent (80%) of the Blue Choice Plan One with Rider (or comparable coverage mutually agreed upon) plan for single, two-person or family coverage. In the event an employee opts for a plan with more comprehensive coverage than Blue Choice Plan One with Rider (or comparable coverage mutually agreed upon), the employee will pay the additional premium cost over and above the twenty percent cost share of the Blue Choice Plan (or comparable coverage mutually agreed upon). In the event the employee opts for a less expensive plan than the Blue Choice, the Town shall contribute an amount equal to its obligation under the Blue Choice plan (or comparable coverage mutually agreed upon) for single, two-person or family coverage.

B.        In lieu of coverage listed in Section 1.A., employees may opt to participate in Lumenos, a Health Savings Account – Qualified High-Deductible Health Plan. The Town shall contribute eighty percent (80%) of the premium cost of the Matthew Thornton Blue program, and shall contribute to the employee’s Health Savings Account as follows:

Year 1 of Participation	100% of Difference between 80% of Blue Choice and 80% of Matthew Thornton
Year 2 of Participation	100% of Difference between 80% of Blue Choice and 80% of Matthew Thornton)
Year 3 of Participation	50% of Difference between 80% of Blue Choice and 80% of Matthew Thornton

Payments to the Health Savings Account shall be made in three equal installments on the first pay period of July, August and September in the fiscal year; employees who opt out of the coverage prior to the end of a coverage year agree to authorize payroll deductions from the employee’s compensation an amount equal to the proportional share of account contributions not earned (1/12 basis per month), or to deduct from an employee’s final compensation when separating from town employment.

Employees promoted into the unit shall have the same level of coverage received prior to promotion.

2. Regular full time employees who are eligible and opt not to subscribe to a town sponsored health plan shall receive \$2,500 per year. Payment shall be divided equally and payable to eligible employees during the employee's regular pay period.
3. Dental Insurance:
  - 3.1 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 offered shall be single, two-person, or family membership.
4. Life Insurance and Disability:
  - 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 \$100,000, with benefits for dismemberment.
5. Short and Long Term Disability:
  - 5.1 The Town shall provide, at no expense to employees, short-term disability insurance covering non-work related accidents and illness to commence on the sixteenth (16<sup>th</sup>) day of such illness or accident with a maximum benefit period of twenty-six (26) weeks at 66 2/3% of the employee's basic weekly earnings to a maximum of seven hundred fifty dollars (\$750).
  - 5.2 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.
6. Indemnification of Association Members:
  - 6.1 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.

7. Flexible Benefit Plan:

7.1 Employees shall be eligible to participate in the Town's Flexible Benefit Plan eligibility for health insurance and 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.

8. Medi-Comp III:

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

9. 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 their opinion, advisable, providing such change shall not increase cost to the employee by means of deductibles, co-payments and that the overall benefits structure shall be comparable to the plan replaced, except as otherwise provided for in this Article.

**ARTICLE 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. Repayment will be accomplished by charging sick leave, and/or personal days and/or vacation time (in that order), both current and future, until the overpayment has been satisfied.

**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. The allowance shall be paid as a lump sum to the member. The parties agree, as a material term of this agreement, that the member is fully responsible for his/her uniform and its appearance.

3. Any clothing provided by the Town, including boots, other than police or fire uniforms that do not bear the Town logo and can be worn off duty are subject to Federal Income Tax.

**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 actual tuition payments for courses passed in a job related degree program, certificate program or any other program approved by their department head. Tuition shall be paid directly to the college or program offered for said courses on a first come first served basis up to a total of Eight Thousand Dollars (\$8,000) per contract year for all association members; excepting that in the event that any portion of the Eight Thousand Dollars (\$8,000) 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	\$250 Annually
Driver/Pump Operator	\$200 Annually		
Fire Officer 1	\$500 Annually		
Fire Officer 2	\$500 Annually		
Career Level	\$100 Annually		
Instructor	\$200 Annually		

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

EMT D	\$250 annually
EMT I	\$250 annually
Firefighter - Level 3	\$300 annually

Driver/Pump operator	\$200 annually
Fire Officer 1	\$500 annually
Fire Officer 2	\$500 annually
Instructor	\$200 annually

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**

1. Compensation and scheduling for Outside Work Details for Police members shall be on the same terms, conditions and rates as provided for Police Officers. 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 three (3) working days following the Department Head's decision, a written appeal with the Employees Department Head or Immediate Supervisor or his/her designated representative, who shall hold an informal hearing with the affected employee, a representative of the Association, and the Department Head, within five (5) working days of the receipt of the appeal, and provide a written decision within five (5) working days.

4. If the employee is not satisfied with the decision of the Employees Department Head or Immediate Supervisor, 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**

1. General Provisions:

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

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

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

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

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

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

FMLA leaves for the birth or placement for adoption or foster care of a child, as described in paragraphs (A) and (B) above, must be taken all at once unless otherwise agreed to by the Employees Department Head or Immediate Supervisor. If medically necessary, FMLA leaves due to illness as described in paragraphs (C) and (D) above may be taken on an intermittent or reduced leave schedule. If FMLA leave is requested on this basis, however, the Employees Department Head or Immediate Supervisor may require the employee to transfer temporarily to an alternative position which better accommodates periods of absence or a part time schedule, provided that the position has equivalent pay and benefits.

An employee's accrued, unused vacation and/or personal time will be included as part of the twelve (12) week leave requirement for A or B FMLA leaves listed above. For example, an employee with two (2) weeks earned, unused vacation is required to use that time before taking not more than ten (10) additional unpaid weeks. For type C FMLA leave, an employee will be required to use one-half (½) of all accrued sick time and/or unused vacation and/or personal time. For a type D FMLA leave, employees will be required to use accrued unused vacation, personal and/or sick time for the fourteen (14) days prior to commencement of Short Term Disability as provided in ARTICLE XX INSURANCE Section 5 and thereafter may utilize unused vacation, personal and/or sick leave if the Short Term Disability payment is less than the employee's regular weekly pay.

For type A and B FMLA leaves the employee may at his/her option utilize accrued sick leave to cover any period of otherwise unpaid leave. For a type C FMLA leave the employee may at his/her option use any accrued sick leave and/or unused vacation and/or personal leave remaining after application of the one-half (½) usage required for a type C FMLA leave.

When an employee requests any leave of absence which qualifies as leave under the FMLA, the Employees Department Head or Immediate Supervisor may designate such leave as FMLA leave upon written notification to the employee.

2. Status of Employee Benefits:

While on FMLA leave, employees may continue to participate in the Town's group health insurance in the same manner as employees not on FMLA leave. In the event of unpaid FMLA leave, an employee's share of any medical insurance premiums shall be paid to the Town once per month in advance on the first day of each month. In the event that the employee elects not to return to work upon completion of a FMLA leave of absence, the Town may recover from the employee the cost of any payments to maintain the employee's medical coverage, unless the employee's failure to return to work was for reasons beyond the employee's control. Benefit entitlements based on length of service will be calculated as of the last paid work day prior to the start of the leave of absence; for example, an employee on leave will not accrue vacation or sick time. At the end of an authorized FMLA leave, an employee will be reinstated to his or her original or a comparable position.

3. Basic Regulations and Conditions of Leave:

The Town will require medical certification to support a claim for FMLA leave for an employee's own serious health condition or to care for a seriously ill child, spouse or parent. For the employee's own medical leave, the certification must include a statement that the employee is unable to perform the functions of his or her position. For FMLA leave to care for a seriously ill child, spouse or parent, the certification must include an estimate of the amount of time the employee is needed to provide care. In its discretion, the Town may require a second medical opinion and periodic recertifications at its own expense. If the first and second opinions differ, the Town, at its own expense, may require the binding opinion of a third health care provider, approved jointly by the Town and the employee. Notification and Reporting Requirements:

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

4. Procedures:

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

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

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

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

5. Coordination with Maternity Leave:

The Town provides employees a leave of absence for the period of temporary physical disability resulting from childbirth and related medical conditions. A maternity leave begins when an employee is medically determined to be disabled and ends when medically determined to be able to return to work and is paid in accordance with the provisions of the Town Short Term Disability Plan.

Maternity leave will be treated in the same manner as a type D FMLA leave of absence. The employee is required to exhaust accrued, unused vacation, personal and sick time before taking any unpaid leave. However, maternity leaves are not limited by any measure other than the period of medical disability.

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

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

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

**ARTICLE 31: DURATION OF AGREEMENT**

This agreement shall be in full force and effect on July 1, 2012 at 12:00 AM and shall expire on midnight, June 30, 2015.

**ARTICLE 32: MUTUAL AGREEMENT**

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



**APPENDIX A: AFSCME COUNCIL 93 (LAEA – PUBLIC SAFETY)  
SALARY SCHEDULE**

*Effective 7/01/2012*

<b>POSITION</b>	<b>MINIMUM</b>	<b>MAXIMUM</b>
Executive Secretary - Police/Fire*	\$37,704.37	\$49,016.57
Fire Battalion Chief	\$64,033.67	\$74,462.56
Fire Marshal	\$66,360.86	\$76,802.55
Police Admin. Secretary*	\$34,194.56	\$43,372.32
Police Captain	\$72,562.39	\$89,182.85
Police Lieutenant	\$61,882.99	\$81,009.47

\*Non-exempt employee

\*\*Based on 32-hour work week

**ARTICLE NO. 11 - [RATIFY COLLECTIVE BARGAINING AGREEMENT BETWEEN AFSCME Local 1801 and THE TOWN OF LONDONDERRY]**

To see if the Town will vote to approve the cost items included in the collective bargaining agreement reached between the Town of Londonderry and the American Federation of State, County and Municipal Employees (AFSCME), Local 1801, which calls for the following appropriations for salaries and benefits over what was raised under any current agreements and policies for the employees of the Union:

<u>Year</u>	<u>Cost Increase From Prev. FY</u>	<u>Tax Increase From Prev. FY<sup>1</sup></u>	<u>Total Estimated Cumulative Cost</u>	<u>Average Rate Incr.</u>
FY 13	\$ 6,764.00	\$ 0.00	\$ 6,764.00	0.00%
FY 14	\$ 23,557.00	\$ 0.01	\$ 30,321.00	2.00%
FY 15	\$ 24,800.00	\$ 0.01	\$ 55,121.00	2.00%

and further, to raise and appropriate the sum of \$ **6,764.00** (<\$0.01 on the tax rate) for the FY 13 expenses, such sum representing the additional cost attributable to the increase in salaries and benefits over those of the appropriation at the current staffing levels paid under any existing agreements. (AFSCME Local 1801 represents 19 full time and 2 part time employees, consisting of Public Works employees and Town Office staff support positions.)

**(If passed, this article will require the Town to raise an additional \$6,764.00 in property taxes, resulting in a tax rate increase of <\$0.01 in FY 13 based upon projected assessed values.)**

*This article is supported by:*

*Town Council - (Yes: x-x-x)*

*Budget Committee - (Yes: x-x-x)*

<sup>1</sup> Projections are based upon projected assessed values.

***AFSCME 1801 Collective Bargaining Agreement Proposal***

<b>Article</b>	<b>Current Agreement</b>	<b>Proposed Agreement</b>
5 – Wages and Hours	Town Hall employees – 8:30AM- 5PM, with 30 minutes lunch.	Town Hall employees - 8:30AM – 5:15 PM, with 45 minute lunch; Town Office closes to the public at 5PM.
8 & 9 Sick & Vacation	No language	To avoid supplemental assessment from NHRS, language allows deferring any portion of sick and/or vacation payment upon separation which triggers an assessment to 121 days following employment.
20 – Insurance	Blue Choice @ 80% Town premium contribution.	Blue Choice @ 80% remains; however, Town offers optional Lumenos Plan with higher deductible; Town funds at 80% of Matthew Thornton plan, and funds HSA account at 100% of difference between Town Blue Choice and Matthew Thornton contribution (80%) for Year 1 and 2 of participation, and 50% on Year 3.
21 – Wages	3 year contract:  Yr. 1: 3.0%-4.5% Boston CPI; Yrs. 2 & 3, 3%/year	3 year contract:  Yr. 1: 0%; Yrs. 2&3, 2%/year



**AGREEMENT**

**BETWEEN**

**TOWN OF LONDONDERRY**

**and**

**AMERICAN FEDERATION OF STATE,**

**COUNTY AND MUNICIPAL**

**EMPLOYEES**

**~ ~ LOCAL 1801 ~ ~**

***TENTATIVE AGREEMENT 11/22/11***

**JULY 1, 2012 through JUNE 30, 2015**

***INCLUSIVE OF ARTICLES I – XXXIII AND APPENDICES A & B***

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# **AGREEMENT**

**THIS AGREEMENT** is made and entered into by the Town of Londonderry (hereinafter called the Town) and Local 1801 of the American Federation of State, County and Municipal Employees (hereinafter called the Union) representing the unit employees as per PELRB Certification, Case No. A-0563 except as modified by mutual agreement of the parties through petition to the PELRB for unit modification and provided in ARTICLE I - RECOGNITION, Section 2 of this Agreement.

## **WITNESSETH**

**WHEREAS**, the Union is certified by the New Hampshire Public Employee Labor Relations Board as the exclusive representative of the unit employees of the Town.

**NOW, THEREFORE**, the parties hereto contract and agree with each other as a result of collective bargaining as follows:

The Union represents all unit employees for the purpose of bargaining with respect to wages, hours and other conditions of employment as defined by statute RSA 273:A-1(XI).

## **ARTICLE I** **RECOGNITION**

Section 1 Whenever used in this Agreement, the word “employees” shall refer only to a person or persons actively and regularly engaged in the Department’s work or enrolled on the regular payroll of the Town.

Section 2 The Town hereby recognizes that the Union is the sole and exclusive representative of all employees who are part of the recognized bargaining unit as follows:

- |                                 |                                |
|---------------------------------|--------------------------------|
| Department Secretary            | Custodian                      |
| Deputy Tax Collector            | Truck Driver / Laborer         |
| Deputy Town Clerk               | Equipment Operator             |
| Clerk’s Assistant               | Mechanic / Equipment Operator  |
| Secretary / Receptionist        | Assistant Foreman              |
| Clerk Typist                    | Foreman                        |
| Accounts Payable Clerk          | Payroll Clerk/Office Assistant |
| Deputy Town Clerk/Tax Collector |                                |

## **ARTICLE II** **NONDISCRIMINATION**

Section 1 The Town agrees that there shall be no discrimination, harassment, interference, restraint, or coercion by the Town or any of its authorized agents against any employee because of his or her membership in the Union or because of presenting a grievance or against any employee who may represent others in the discharge of his or her duties as a member of any committee of the Union.

Section 2 The Town and the Union agree they shall not unlawfully discriminate against any employee because of such employee’s race, color, religion, sex, age, marital status, sexual orientation, or national origin or because he/she is handicapped, a disabled veteran, a veteran of the Vietnam era or political affiliation.

## **ARTICLE III** **MANAGEMENT RIGHTS**

Section 1 The direction of Departments operations and the determination of the methods and the means by which such operations are to be conducted shall be the function of the Board

and Management. All rights and responsibilities not specifically modified by this agreement shall remain the function of Management and the Board and in accordance with the provisions of RSA 273:A1:XI.

Section 2 It shall be the right of the Union, however, to present and process grievances of its members whose wages, working conditions or status of employment are changed as a result of Management's exercising the above mentioned rights, whenever such grievances exist.

## **ARTICLE IV** **DEFINITIONS**

### Section 1 Probation

A probationary period must apply to all employees during the first six (6) months of the date of their original employment and from the date of promotion. Upon successful completion of probation, the Employee shall receive regular appointment to their designated position or classification. During the probationary period, a new employee may be dismissed for any cause at the sole discretion of the Department Head.

### Section 2 Regular Full-Time Employees

Employees who have successfully completed a probationary period and who are assigned to a regular workweek of at least thirty-five (35) hours.

### Section 3 Regular Part-Time Employees

Employees who have successfully completed a probationary period and are assigned to a regular workweek of at least twenty (20) hours and less than thirty five (35) hours. Except as otherwise provided in this Agreement benefits for regular part-time employees will be on a pro-rata basis in accordance with the employee's regular work schedule and regular rate of pay.

### Section 4 Part-Time Employees

Employees who are assigned to a workweek of twenty hours or less. Part-time employees are not eligible to receive any benefits.

### Section 5 Temporary Employees

Employees who are employed for a predetermined length of time not to exceed one (1) year, or are otherwise not intended to fill positions permanently. Unless specifically noted, temporary employees are exempt from the provisions of this Agreement.

## **ARTICLE V** **WAGES AND HOURS**

Section 1 The normal workweek shall, except as otherwise provided in Sections 1.b, of this Article, be as follows:

<u>Position</u>	<u>Workweek</u>	<u>Hrs/week</u>	<u>Daily Schedule</u>
<b><i>Town Office Personnel</i></b>			
Dept. Secretary	Mon-Fri	40	8:30a.m. - 5:15p.m.
Clrk Typ	Mon-Fri	40	8:30a.m. - 5:15p.m.
Deputy Twn Clerk	Mon-Fri	40	8:30a.m. - 5:15p.m.
Depty Tax Coll	Mon-Fri	40	8:30a.m. - 5:15p.m.
Clerk's Asst.	Mon-Fri	40	8:30a.m. - 5:15p.m..
Custodian	Mon-Fri	40	5:30a.m. - 2:00p.m.
Custodian	Mon-Fri	30	4:00p.m. - 10:00p.m.
Accounts Payable Clerk	Mon-Fri	40	8:30a.m. - 5:15p.m..
Payroll Clerk/Office Asst	Mon-Fri	40	8:30a.m. - 5:15p.m..
Deputy Town Clerk/Tax Coll	Mon-Fri	40	8:30a.m. - 5:15p.m..

***The Town Hall will be closed to the public at 5:00 PM***

***Highway Division Personnel***

Tr Dr / Laborer	Mon-Fri	45	7:00a.m. - 4:30p.m.
Foreman	Mon-Fri	45	7:00a.m. - 4:30p.m.
Asst. Foreman	Mon-Fri	45	7:00a.m. - 4:30p.m.
Equip Op	Mon-Fri	45	7:00a.m. - 4:30p.m.
Mech / Equip Op	Mon-Fri	45	7:00a.m. - 4:30p.m.

Section 1.a Highway Department employees shall be compensated for forty (40) hours at straight time pay and five (5) hours at time and one half.

Section 1.b From the period mid-April through mid-November the least senior Laborer/Truck Driver of the Highway Department shall be assigned a daily schedule of Tuesday through Saturday for manning of the stump dump facility.

Section 2 Overtime

Section 2.a All time worked in excess of eight (8) hours in any one (1) day or forty (40) hours in any one (1) week shall be paid at the rate of time and one-half. Paid leave occurring during the week shall be counted as hours worked for the purpose of determining the forty (40) straight time hours.

Section 2.b Employees in the AFSCME bargaining unit shall be paid double time for all work performed in excess of sixteen (16) consecutive hours as a result of snow or other major emergencies as determined by the departments involved.

Section 2.c When an employee is relieved from duty by the Director of Public Works, or his/her designee, because of long hours of work or exhaustion as the result of Town emergencies; said employee will not be required to return to work before six (6) hours have expired. If called back for emergency work in less than six (6) hours, an employee will be paid at time and one-half pay until his/her regular shift commences.

Section 2.d Overtime will be offered on a rotating basis to those qualified in work normally assigned on the basis of seniority so that overtime may be distributed as equally as possible. In maintaining the overtime list employees who refuse or are not available shall be charged with the hours they would have otherwise been eligible for.

Section 3 Temporary Employees

No temporary or part-time employees shall be assigned overtime work until all regular employees have had the opportunity for such assignment and have turned it down.

Section 4      Call Back

Section 4.a      Any employee who has left their place of employ and is re-called to work prior to the next normal shift will be paid for a minimum of three (3) hours at the rate of time and one-half; provided, further, that an employee who is called back for overtime or emergency work and who completes the required task and returns to his residence within the three (3) hour minimum guarantee may be called back for additional emergency or overtime without an additional three (3) hour minimum work guarantee, except as otherwise provided below.

Section 4.a(i)      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.

Section 4.b      It is the purpose and intent of this Section to assure an employee of at least three (3) hours pay allowance at overtime rates for the inconvenience of being called back to work between the normal shifts, but not to be separately paid for several call-backs within the three hour minimum guarantee outlined in the previous subsection of this Section.

Section 5      Lunch Hour and Rest Breaks

One fifteen (15) minute paid break mid morning.  
One thirty (30) minute unpaid break mid shift for Highway Division personnel  
***One forty-five (45) minute unpaid break mid shift for Town Office personnel***  
One fifteen (15) minute paid break mid afternoon.

Section 6      Sunday Work

Full-time employees who are required to perform work on Sundays shall be compensated at the rate of time and one-half their regular hourly rate of pay for such hours of work.

Section 7      Standby

Employees, during their normal off duty hours, on Stand-by duty must be in immediate communication with their department during the stand-by period and available to report to work on immediate notice and shall be compensated at the rate of fifteen dollars (\$15.00) per Stand-by day for each day Monday through Friday and twenty dollars (\$20.00) per day Saturday, Sunday and Holidays.

For the purpose of the Article, a Stand-by day shall mean either (i) sixteen (16) consecutive hours of off duty time immediately after an employee has worked pursuant to his/her normal work schedule, or (ii) twenty-four (24) consecutive hours of duty time when an employee is not assigned to work pursuant to his/her normal work schedule. There shall be no reduction of the Stand-by rate of fifteen dollars (\$15.00) or twenty dollars (\$20.00) per Stand-by day as defined in the preceding sentence in the event an employee on Stand-by is called in and reports to work.

All employees assigned to Stand-by duty will be provided with a “beeper” to assure that they will be notified in case of call in.

Section 8      Travel Allowance

Section 8.a      The Town will reimburse employees at the rate established by the Town for vehicle usage when personal vehicles are utilized for Town business other than normal transportation to and from work.

Section 8.b      Foremen and Assistant Foreman may be allowed to take home their assigned vehicles after conclusion of his/her work shift.

Section 9      Pagers/Beeper

The Town shall provide a pager/beeper to each full-time employee (who would like to carry one) of the Highway Department.

**ARTICLE VI**

**HOLIDAYS**

Section 1      All employees, except temporary and part-time employees, shall be paid the following named holidays at their standard daily rate. Should a holiday fall on a Sunday and be celebrated on a Monday, all regular employees shall be paid for this day. Should a holiday fall on a Saturday, the preceding Friday shall be considered to be the holiday.

New Year’s Day	Columbus Day
President’s Day	Labor Day
Memorial Day	½ Day before Christmas Day
Independence Day	Christmas Day
Thanksgiving Day	Veteran’s Day
Day after Thanksgiving	½ Day before New Year’s Day
Floating Holiday*	

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

Section 2      All work performed on a holiday shall be at the rate of time and one-half over and above the eight (8) hours pay for the holiday for all hours worked.

Section 3      Employees shall forfeit holiday pay in the event the employee is absent without authorization on the last scheduled work day prior to the holiday or the first work day following the holiday.

**ARTICLE VII**

**PROMOTIONS AND TRANSFERS**

Section 1      The Town reserves and shall have the right to make promotions and lateral transfers primarily on the basis of qualifications and performance of duty but shall be governed by seniority where equal qualifications and performance of duty.

Section 2      Whenever possible promotions or transfers shall be made from the ranks of regular employees who are employed by the Town at the time of such promotion or transfer.

Section 3      All new positions, promotions or transfers, other than temporary promotions or transfers, shall be posted on the Town and Union bulletin boards for fourteen (14) working days such that the posting period will cover three (3) calendar weeks and interested employees shall have the opportunity to apply for such openings. Postings shall include the job description, qualifications, wage scale, hours per week and daily work schedule.



Temporary promotions or transfers shall be for scheduled or unexpected absences normally not to exceed six months or for a period normally not to exceed two months when a position is vacant but is expected to be repopulated. Duration of temporary promotions or transfer may be extended with the mutual agreement of both parties.

Section 3.1 Positions that are posted in accordance with this Section will be filled as soon as possible following the closing of the search for replacements/hires for such positions.

Section 4 All employees must be given a probationary period of six (6) months to learn any new job to which they are promoted or transferred.

Section 5 The Town shall pay the cost and expense of training or education approved by the Town as job related not to exceed the budgeted amount. Every effort will be made to notify employees of approved job related courses in short seminars being offered by the Town.

Section 5.1 Mileage will be reimbursed at the rate set by the Town to the employee for vehicle usage when personal vehicles are utilized to attend training or education programs.

**ARTICLE VIII VACATIONS**

Section 1 Vacation eligibility shall begin to accrue on a weekly basis from the date of hire for regular full-time and regular part-time employees who shall be eligible for annual vacations based on the following schedule:

Length of Continuous Service	Vacation Accrual Rate (Hours per Month)	Days Per Year
Date of Hire to 60 months of service	6.66	10
61 <sup>st</sup> month through 155 <sup>th</sup> month	10.00	15
156 <sup>th</sup> month through 239 <sup>th</sup> month	13.33	20
240 <sup>th</sup> month through separation	16.66	25

Section 2 A newly hired employee will not be permitted to schedule vacation during the six (6) month probationary period and will not be eligible to any vacation accrual if employment is terminated during the probationary period. Upon the successful completion of probation, the employee may, with the Department Head approval, use up to five (5) working days of the first year's vacation accrual.

Section 3 Requests by an employee to take vacation accrued in advance of the schedule provided in section 1 shall be submitted through the Department Head for Town Manager approval.

Section 4 Employees may accrue vacation up to two (2) times the yearly total to which the employee is entitled, provided the two (2) times threshold is never exceeded. In the event an employee exceeds the two (2) times threshold at any time such excess accrual shall be forfeited.

Section 5 Vacation time shall be taken according to a sign-up schedule which shall be posted during the calendar month of May. All members shall indicate their schedule of preference. In instances of conflict, the rule of departmental seniority shall govern. Number of persons who may take a vacation at any one time shall be determined at the sole discretion of the Department Head.

Section 6 When an employee terminates his/her employment with the Town for any reason other than cause, he/she shall be compensated for 100% of all accrued vacation provided that the employee has given at least two (2) weeks advance notice of his/her intent to terminate employment with the Town. In the event of the employee's death, his/her beneficiary(ies) shall be entitled to be compensated for 100% of the deceased employee's unused vacation.

**Section 7 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 IX**

### **SICK LEAVE**

Section 1 Sick leave shall be granted at the rate of one and one quarter (1 1/4) day per month. For employees on roll as of 6/30/09, sick leave shall become due as earned at the end of the month and may accumulate, if not used, to a maximum of one hundred (100) days, except that any employee with an accumulation in excess of one hundred (100) days as of July 1, 2003 shall be grandfathered at the higher accumulated amount.

For eligible employees hired on or after 7/1/09, sick leave shall become due as earned at the end of the month and may accumulate, if not used, to a maximum of sixty (60) days.

Section 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 Town Manager, a doctor's certificate may be required for absence due to illness. When such certificate is required for three or more days of absence, it shall be at the expense of the employee. When a doctor's certificate is required for less than three days, it shall be at the expense of the Town.

Section 3 Sick leave may be used for actual non-work related sickness or injury of the employee. Sick leave may be used for an instance of illness of a member of the employee's immediate family not to exceed eight (8) working days per year. For purposes of this Section, immediate family shall be husband, wife, dependent child or parent of either the employee or employee's spouse. The Town shall have the right at all times to investigate absences related to an employee's immediate family on the same basis as provided in Section 2 above.

Section 4 At the time of voluntary termination of employment or layoff, an employee shall be entitled to receive compensation of up to ten (10) days of his/her remaining accrued sick leave.

4.1: For employees on roll as of 6/30/09, upon retirement, the employee shall be eligible to receive twenty (20) additional days provided said employee has at least ninety-five (95) days of unused, accrued sick leave at the time of retirement.

4.1a: For eligible employees hired on or after 7/1/09, upon retirement, the employee shall be eligible to receive ten (10) additional days provided said employee has at least fifty-five (55) days of unused, accrued sick leave at the time of retirement.

4.2: For employees on roll as of 6/30/09, in the event termination of employment shall be the result of an employee's death, his/her beneficiaries shall be entitled to receive compensation for up to ten (10) days of his/her remaining accrued sick leave or thirty

(30) days in the event the employee was eligible for retirement and had at least ninety-five (95) days of accrued unused sick leave.

4.2a: For eligible employees hired on or after 7/1/09, in the event termination of employment shall be the result of an employee's death, his/her beneficiaries shall be entitled to receive compensation for up to ten (10) days of his/her remaining accrued sick leave or twenty (20) days in the event the employee was eligible for retirement and had at least fifty-five (55) days of accrued unused sick leave.

**4.3 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.**

Section 5 Notification of absence shall be given during the first (1st) hour of the employee's scheduled shift. If such notification is not made, such absence may, at the discretion of the head of the department, be applied to absence without pay.

Section 6 If an employee has no sick leave credits, an absence shall be charged at the discretion of the head of the department, to leave without pay, or vacation leave. If the later is used, the employee must first approve of its use.

Section 7 Any non-work related accident or illness in excess of fourteen (14) consecutive calendar days shall be treated in accordance with ARTICLE 20 INSURANCE, SECTION 5 SHORT TERM DISABILITY.

Section 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, 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 while in the service of the Town in the line of duty and for which the employee would be entitled to receive worker's compensation benefits.

Section 9 Sick leave abuse shall constitute grounds for disciplinary action.

## **ARTICLE X PERSONAL DAYS**

Section 1 Regular full-time and regular part-time employees shall be granted one (1) paid personal day per fiscal year at their standard daily rate.

Section 2 Scheduling shall be with the approval of the department head and may be taken in one-half (1/2) day increments.

Section 3 There shall be no carry-over of personal days from one fiscal year to the next.

## **ARTICLE XI MILITARY LEAVE**

Section 1 In situations where it is required that an employee fulfill a two week annual military obligation, the Town agrees to pay the difference between the employee's regular salary and the base pay received from the military based on satisfactory evidence of such service and pay provided to the employee's immediate supervisor.

## **ARTICLE XII JURY DUTY**

Section 1 An employee who is called as a juror shall assign payment received by the employee ("sign over" the checks) for such service to the Town and will receive their regular rate of

pay (budget wage less normal deductions, not including overtime) except that in no event shall an employee be expected to assign an amount in excess of his/her regular rate of pay.

Section 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.

Section 3 Satisfactory evidence of such service must be submitted to the employee's immediate supervisor.

## **ARTICLE XIII DISCIPLINARY PROCEDURES**

All disciplinary action shall be in a fair manner and shall be consistent with the infraction for which the disciplinary action is being taken.

All suspensions and discharges shall be stated in writing and a copy given to the employee and the Union at the time of suspension or discharge.

Disciplinary action will normally be taken in the following order:

- a. Verbal Warning
- b. Written Warning
- c. Suspension Without Pay
- d. Discharge

No employee shall be penalized, disciplined, suspended or discharged without just cause.

Reference(s) to verbal warnings or written reprimands in an employee's personnel record shall be admissible beyond one (1) year only to show or demonstrate the employee's prior knowledge of a rule, or performance criteria at issue, and will not be used beyond one (1) year for the purpose of progressive discipline or movement of personnel (promotions, transfer, etc.). Nothing in this section is intended to reduce the just cause standard except for limiting the admittance of prior discipline as described above.

Suspensions in an employee's personnel record shall be admissible beyond three (3) years only to show or demonstrate the employee's prior knowledge of a rule, or performance criteria at issue, and will not be used beyond three (3) year for the purpose of progressive discipline or movement of personnel (promotions, transfer, etc.). Nothing in this section is intended to reduce the just cause standard except for limiting the admittance of prior discipline as described above.

## **ARTICLE XIV GRIEVANCE PROCEDURE**

Section 1 Definition

Section 1.a A grievance under this Article is defined as an alleged violation of any of the provisions of this Agreement.

**Note:** An employee who has a "complaint" may take up the complaint with his/her immediate supervisor verbally before processing the complaint as a formal grievance. The immediate supervisor shall give his/her answer within three (3) working days. It is anticipated that nearly all complaints can be resolved informally without grievance. An employee may be accompanied by a Union representative and/or witness at the time of presenting the complaint.

Section 2.b Each grievance must be submitted in writing by the Union and must contain a statement of the facts surrounding the grievance, the provisions of the Agreement allegedly violated, the relief sought and the extent to which the grievant has sought an informal adjustment of the grievance.

Section 2 Procedure

**Step One**

An employee or the Union desiring to process a grievance must file a written statement of the grievance to the Department Head no later than ten (10) working days from the date of the event giving rise to the grievance or the date the employee or Union could reasonably have first been made aware of the event. The Department Head shall meet with the employee and the Union within five (5) working days following receipt of the notice and shall give a written decision within five (5) working days thereafter.

**Step Two**

If the employee or the Union is not satisfied with the decision of the Department Head, he/she may file, within ten (10) working days following the decision, a written appeal with the Town Manager setting forth the specific reasons why he/she believes the Agreement is being violated by the Town action in question. Within ten (10) working days following receipt of the appeal, the Town Manager shall either issue a written decision or schedule a hearing. Said hearing shall be held no later than fifteen (15) working days following receipt of the appeal and a written decision shall be rendered within five (5) working days thereafter.

**Step Three**

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

Section 3 If the Union fails to submit such written request to the PELRB within twenty (20) working days of the Town Manager's decision, the grievance shall be deemed abandoned and no further action shall be taken with respect to the grievance.

Section 4 The cost of the arbitrator shall be borne equally by the Town and the Local with each party responsible for its own costs.

Section 5 The foregoing time limitations may be extended by mutual agreement of the parties.

Section 6 The employee/grievant has the right to be represented at all steps of the Grievance Procedure.

- Section 1 The Town shall provide employees of the Highway Department, through a cleaning vendor, eleven (11) sets of uniforms, two (2) jackets (winter) and one (1) pair of summer coveralls at the Town's expense.
- Section 2 The Town shall provide employees of the Highway Department a boot allowance of up to \$300 to be exercised July 1 of each year which shall cover the cost of two (2) pairs of safety shoes or boots. Custodians shall be granted an allowance of up to \$175 for one (1) pair of boots per year. Style, design and vendor shall be pre-approved by the Department Head. Payment will be made directly to the vendor by the Town.
- Section 3 The Town shall provide Custodians three (3) long sleeve shirts, three (3) short sleeve shirts, four (4) pants, one (1) pair of boots, one (1) summer jacket and one (1) winter jacket. Items, style and design of all items and choice of vendor shall be pre-approved by the Department Head or Town Manager. Payment will be made directly to the vendor by the Town.
- Section 4 Any employee may opt to refuse uniform equipment as provided in Section 1, 2 or 3 above. However, any employee who accepts such equipment must wear the provided equipment as a condition of employment except as excused by the functional Department Head.
- Section 5 Any items provided for in Section 3 above that do not bear Town logo and can be worn off duty are subject to Federal Income Tax. The Town will affix logo to all clothing/boots provided for in this Article.

## **ARTICLE XVI**

### **SAFETY**

The Town endorses the concept of safety and hereby pledges that it will, to the maximum degree practical, maintain safe working conditions for the employees within the unit.

The Town shall have the right to make regulations for the safety and health of its employees and the manner in which work is performed during their hours of employment. Representatives of the Departments and the Union shall meet quarterly at the request of either party to discuss such regulations. The Union agrees that its members who are employed by the Town will comply with the rules and regulations relating to safety, economy, continuity and efficiency of services to the Town and the Public.

The Town agrees to furnish raincoats and rain boots for all employees for whom such issues are necessary. All replacements of previous issues shall be made only when an article is turned in or exchanged for the one issued.

The Town shall furnish work gloves when needed for all work performed on existing sewer lines, brush and refuse collection.

The Divisions where Local 1801 bargaining units are located shall furnish employees with a locker with a lock where appropriate.

Any items provided for above that do not bear Town logo and can be worn off duty are subject to Federal Income Tax. . The Town will affix logo to all clothing/boots provided for in this Article

## **ARTICLE XVII**

### **BEREAVEMENT LEAVE**

Section 1 Bereavement leave of three (3) working days with pay shall be granted an employee in the event of death of his/her:

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

Section 2 Under extenuating circumstances, two (2) additional days may be granted with pay under Section 1 of this Article with written approval of the Department Head.

## **ARTICLE XVIII            RATINGS**

Section 1 An employee may be temporarily assigned to the work of any position of the same or lower grade without a change in pay. Upon cessation of such temporary assignment, said employee shall be restored to his/her original position.

Section 2 When an employee works on a temporary assignment in a higher position for a period of four (4) hours or more such employee shall receive the pay rate of that class for the full day (eight hours).

## **ARTICLE XIX                    WORKERS' COMPENSATION**

Section 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 ninety (90) calendar days from date of such injury or illness. Following the period of ninety (90) calendar days employees may utilize any accrued vacation, sick leave, or personal days to cover any differential between their workers' compensation benefits and their regular base pay subject to all applicable deductions. The employee shall be responsible for payment of any contractual deduction (e.g. health insurance); failure to meet such payment for such obligations shall result in cancellation of the applicable benefit.

## **ARTICLE XX                    INSURANCE**

Section 1.a The Town shall contribute towards the cost of health insurance selected by the eligible employee at eighty percent (80%) of the premium for Blue Choice - Plan One with Rider (*or comparable coverage*) for single, two-person or family coverage. In the event an employee opts for a plan with more comprehensive coverage than Blue Choice-Plan One with Rider (*or comparable coverage*), the employee will pay the additional premium cost over and above the twenty percent (20%) cost share of the Blue Choice Plan.

1.b. *In lieu of coverage listed in Section 1.A., employees may opt to participate in Lumenos, a Health Savings Account – Qualified High-Deductible Health Plan. The Town shall contribute eighty percent (80%) of the premium cost of the Matthew Thornton Blue program, and shall contribute to the employee's Health Savings Account as follows:*

<i>Year 1 of Participation</i>	<i>100% of Town Savings (Difference between Lumenos Health Plan and 80% of Matthew Thornton)</i>
<i>Year 2 of Participation</i>	<i>100% of Town Savings (Difference between Lumenos Health Plan and 80% of Matthew Thornton)</i>

***Year 3 of Participation 50% of Town Savings (Difference between Lumenos Health Plan and 80% of Matthew Thornton)***

***Payments to the Health Savings Account shall be made in three equal installments on the first pay period of July, August and September in the fiscal year; employees who opt out of the coverage prior to the end of a coverage year agree to authorize payroll deductions from the employee's compensation an amount equal to the proportional share of account contributions not earned (1/12 basis per month), or to deduct from an employee's final compensation when separating from town employment.***

Regular part-time employees may purchase, at their expense, coverage under the Town's policy.

All employee premium cost sharing contributions shall be on a weekly or bi-weekly basis and shall be on a pre-tax basis.

Section 1.b ***Regular full time employees who are eligible and opt not to subscribe to a town sponsored health plan shall receive \$2,500 per year. Payment shall be divided equally and payable to eligible employees during the employee's regular pay period.***

Regular part-time employees shall not be eligible for the insurance buyout.

**Section 2 Medi-Comp III**

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

**Section 3 Dental Insurance**

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

**Section 4 Life Insurance**

The Town shall provide at no expense to regular full-time and regular part-time employees life insurance equal to one (1) year's salary up to a maximum of \$50,000.

**Section 5 Short Term/Long Term Disability**

The Town shall provide at no expense to regular full-time employees short-term disability insurance covering non-work related accident and illness to commence after the fifteenth (15) day of such illness or accident with a maximum benefit period of twenty six (26) weeks at 66  $\frac{2}{3}$ % of the employees basic weekly earnings to a maximum of five hundred fifty dollars (\$550.00).

The Town shall provide, at no expense to regular full-time employees, long-term disability insurance covering non-work related accident and illness to commence on the twenty-sixth (26<sup>th</sup>) week of such illness or injury at 66  $\frac{2}{3}$ % of the employer's basic monthly earnings to a maximum of thirty five hundred dollars (\$3,500.00). Full coverage



is provided until age 65 and then is reduced annually on a revised schedule until age 70 at which time coverage ceases.

Section 6 Employees of this unit shall be eligible to participate in the Town's Flexible Benefit Plan which provides provisions relative to Sections 1-5 above, as well as Health Care and Dependent Care options with a health insurance "buy-out" as provided in Section 1.b of this Article.

## **ARTICLE XXI** **WAGES**

Section 1 *Effective July 1, 2012 the cost of living increase shall be 0% for all members of the unit.*

Section 2 *Effective July 1, 2013 the cost of living increase shall be 2% for all members of the unit.*

Section 3 *Effective July 1, 2014 the cost of living increase shall be 2% for all members of the unit.*

Section 4 Employees on role as of 6/30/09 shall progress through the step system (Appendix A) in one step intervals each July 1 for the years covered under this contract, until such time as the employee reaches maximum step.

Section 5 Employees hired on or after 7/1/09, shall progress through the step system (Appendix B) in one step intervals each July 1 for the years covered under this contract, until such time as the employee reaches maximum step.

## **ARTICLE XXII** **LONGEVITY**

Section 1 Any regular full-time employee on roll as of June 30, 2000 covered by this contract who has served five (5) years of regular appointed duty with the Town of Londonderry will be paid five dollars (\$5.00) per week in addition to their regular weekly salary. Said employees who have served ten (10) years shall be paid fifteen dollars (\$15.00) in addition to their regular weekly salary and upon having served twenty (20) years shall be paid twenty dollars (\$20.00) in addition to their regular weekly salary. Employees hired on or after July 1, 2000 shall not be eligible for longevity.

## **ARTICLE XXIII** **MATERNITY LEAVE**

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

## **ARTICLE XXIV** **BULLETIN BOARDS**

Section 1 The Town shall provide space for one bulletin board in the Town Hall and one bulletin board in the Highway Department for the posting of notices of the Town and Departments addressed to the employees and for notices of the Union addressed to its members. The bulletin boards shall be located in convenient places. No notices shall be posted in or around the Town property, except on such bulletin boards.

## **ARTICLE XXV**

## **UNION BUSINESS**

- Section 1 The Town agrees to allow the Union officers representatives, Stewards and/or aggrieved employee(s) reasonable time, without loss of pay, during regular working hours for the purpose of processing grievances, provided, such time away from work does not interfere with the work of the Department involved. Such time shall not be withheld unreasonably. The union representative shall obtain prior permission to absent themselves from work before leaving a work site and shall obtain prior permission of the immediate supervisor involved before interrupting the work of an employee located at a different work site.
- Section 2 Time lost by representatives of the Union on grievance settlement or negotiations shall be paid for by the Town as provided for in RSA 273-A:11.
- Section 3 Up to two (2) employees elected as delegates to either the AFSCME International Convention, AFSCME New Hampshire Council 93 Convention or the New Hampshire AFL-CIO State Labor Council Convention shall be allowed a leave of absence with pay, not to exceed three (3) working days per year. This leave of absence shall be granted to individuals to attend the above mentioned conventions.

## **ARTICLE XXVI**

## **SENIORITY**

There shall be two (2) types of Seniority:

- a. Department Seniority - shall relate to the time an employee has been continuously employed by the Department.
- b. Classification Seniority - shall relate to the length of time an employee has been employed in a particular classification.

Department Seniority shall prevail in matters concerning lay-offs and rehires. Qualified and available former permanent employees shall be re-instated before new employees are hired following a lay-off. This preference shall expire after two (2) years.

Department Seniority shall be the type considered in matters concerning “promotions” and “transfers” as set forth in Article VII of this Agreement.

No employee shall have the right of replacing another employee in any classification by virtue of Department Seniority alone, except that in the event of a permanent lack of work in any classification, those employees concerned in that classification shall be assigned to the next lower classification for which they are qualified and for which they have Department Seniority. Displaced employees in those lower classifications shall have the same right of re-assignment as referred to in this Section.

Upon receiving a promotion, an employee’s name shall be entered at the bottom of that particular Classification Seniority list to which he/she has been promoted, regardless of his/her Department Seniority and classification, and regardless of the Department Seniority of other employees already in that job, until such time as other promotions are made into this classification. New promotions shall be entered at the bottom of that particular Classification Seniority list concerned. If a promoted employee does not pass his/her new position’s probation period then he/she shall be returned to his/her old classification and regain his/her former classification.

Until a new employee has served the six (6) month probationary period, it shall be deemed that he/she has no seniority status, and he/she may be discharged or laid off with or without cause and such discharge or lay-off shall not be subject to the Grievance Procedure.

An employee shall not forfeit seniority during absences caused by:

- a. Illness resulting in total temporary disability due to his/her regular work with the Department, certified to by an affidavit from Workers' Compensation Carrier, including non-work connected disability up to six (6) months.

An employee shall lose his/her seniority for, but not limited to, the following reasons:

- a. Discharge for Just Cause
- b. If She/he Resigns

The employees' present Classification Seniority as of the effective date of this Contract shall be the only type of seniority considered for the purpose of establishing the Classification Seniority System called for in this Article. This Classification Seniority must have been continuous in nature to merit consideration under this Section. The preparation and maintenance of the Classification and Department Seniority Rosters shall be the responsibility of the Town.

## **ARTICLE XXVII      AGENCY SHOP**

Section 1      An Employee who is not a member of the Union after the signing of this Agreement and chooses not to join the Union, he/she will be required to pay a service charge in the amount comparable to the dues.

Section 2      Each new Employee who is hired after the signing of this Agreement may become a member of the Union upon completion of a six (6) month probationary period; or if the Employee chooses not to join the Union, he/she will be required to pay a service charge in the amount comparable to the dues.

## **ARTICLE XXVIII      PAYROLL DEDUCTION OF DUES**

Section 1      The Town agrees to authorize the deduction of Local 1801 dues from each employee and send said dues to the Treasurer of AFSCME Local 1801:

Business Manager  
AFSCME Council 93  
8 Beacon Street  
Boston, MA 02108

Section 2      The Union will keep the Town informed of the correct name and address of the Treasurer of AFSCME Local 1801.

Section 3      This deduction of dues shall be made on a weekly or bi-weekly basis and shall be sent monthly to the Treasurer of AFSCME Local 1801.

Section 4      If any employee has no check coming to him/her, or if his/her check is not large enough to satisfy the dues then no deduction will be made from that employee. In no case will the Town attempt to collect fines or assessments for the Union beyond the regular dues.

## ARTICLE XXIX

## FAMILY AND MEDICAL LEAVE

### 1. General Provisions:

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

- A. the birth of a child in order to care for the child (leave must be taken within twelve (12) months of the birth);
- B. an adoption or foster care placement of a child in order to care for the child (leave must be taken within twelve (12) months of the placement);
- C. a serious health condition of the employee's parent, spouse, minor child or adult child when the ill person is not capable of self care and the employee is needed for such care; or
- D. a serious health condition of the employee which results in the employee's inability to perform his or her job.

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

FMLA leaves for the birth or placement for adoption or foster care of a child, as described in paragraphs (A) and (B) above, must be taken all at once unless otherwise agreed to by the Town Manager. If medically necessary, FMLA leaves due to illness as described in paragraphs (C) and (D) above may be taken on an intermittent or reduced leave schedule. If FMLA leave is requested on this basis, however, the Town Manager may require the employee to transfer temporarily to an alternative position which better accommodates periods of absence or a part time schedule, provided that the position has equivalent pay and benefits.

An employee's accrued, unused vacation and/or personal time will be included as part of the twelve (12) week leave requirement for A or B FMLA leaves listed above. For example, an employee with two (2) weeks earned, unused vacation is required to use that time before taking not more than ten (10) additional unpaid weeks. For type C FMLA leave, an employee will be required to use one-half (1/2) of all accrued sick time and/or unused vacation and/or personal time. For a type D FMLA leave, employees will be required to use accrued unused vacation, personal and/or sick time for the fourteen (14) days prior to commencement of Short Term Disability as provided in ARTICLE XX INSURANCE Section 5 and thereafter may be required to utilize unused vacation, personal and/or sick leave if the Short Term Disability payment is less than the employee's regular weekly pay.

For type A and B FMLA leaves the employee may at his/her option utilize accrued sick leave to cover any period of otherwise unpaid leave. For a type C FMLA leave the employee may at

his/her option use any accrued sick leave and/or unused vacation and/or personal leave remaining after application of the one-half (1/2) usage required for a type C FMLA leave.

When an employee requests any leave of absence which qualifies as leave under the FMLA, the Town Manager may designate such leave as FMLA leave upon written notification to the employee.

2. Status of Employee Benefits:

While on FMLA leave, employees may continue to participate in the Town's group health insurance in the same manner as employees not on FMLA leave. In the event of unpaid FMLA leave, an employee's share of any medical insurance premiums shall be paid to the Town once per month in advance on the first day of each month. In the event that the employee elects not to return to work upon completion of a FMLA leave of absence, the Town may recover from the employee the cost of any payments to maintain the employee's medical coverage, unless the employee's failure to return to work was for reasons beyond the employee's control. Benefit entitlements based on length of service will be calculated as of the last paid work day prior to the start of the leave of absence; for example, an employee on leave will not accrue vacation or sick time. At the end of an authorized FMLA leave, an employee will be reinstated to his or her original or a comparable position.

**Basic Regulations and Conditions of Leave:**

The Town will require medical certification to support a claim for FMLA leave for an employee's own serious health condition or to care for a seriously ill child, spouse or parent. For the employee's own medical leave, the certification must include a statement that the employee is unable to perform the functions of his or her position. For FMLA leave to care for a seriously ill child, spouse or parent, the certification must include an estimate of the amount of time the employee is needed to provide care. In its discretion, the Town may require a second medical opinion and periodic recertifications at its own expense. If the first and second opinions differ, the Town, at its own expense, may require the binding opinion of a third health care provider, approved jointly by the Town and the employee.

**Notification and Reporting Requirements:**

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

5. Procedures:

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

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

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

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

6. Coordination with Maternity Leave:

The Town provides employees a leave of absence for the period of temporary physical disability resulting from childbirth and related medical conditions. A maternity leave begins when an employee is medically determined to be disabled and ends when medically determined to be able to return to work and is paid in accordance with the provisions of the Town Short Term Disability Plan.

Maternity leave will be treated in the same manner as a type D FMLA leave of absence. The employee is required to exhaust accrued, unused vacation, personal and sick time before taking any unpaid leave. However, maternity leaves are not limited by any measure other than the period of medical disability.

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

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

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

## **ARTICLE XXX**

### **EDUCATION INCENTIVE**

Section 1 Full-time, regular employees may, based on the provisions below, receive tuition payments for courses for which the employee has attained a minimum grade of C (B for advanced degrees) in a job related degree program, certificate program or any other program approved by their department head. Tuition shall be paid directly to the college or program offered for said courses. An open enrollment shall be at which time all unit members shall afforded an opportunity to register for a course. Upon completion of the enrollment period, up to a total of two thousand twenty-five hundred dollars (\$2,500) per contract year shall be shared equally by association members. Employee shall be allowed to take one course per year, unless funds remain after all association members have had an opportunity to participate. In the event that any portion of the \$2,500 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 five thousand dollars (\$5,000).

Section 2 Any employee who has received tuition payments under this program and leaves Town employ within one year after completing said course shall reimburse the Town of its costs associated with the program. Repayment shall be guaranteed through a deduction in the final compensation due that employee at separation.

**ARTICLE XXXI NO STRIKE AGREEMENT**

Section 1 During the term of this agreement, under no circumstances will the Town invoke a lock-out. During the term of this agreement, under no circumstances will the Union engage in a strike or other form of job action.

**ARTICLE XXXII TERMINATION**

Section 1 The Agreement shall be effective as of July 1, 2012 for three (3) years and thereafter from year to year, provided, however, that either party may terminate same upon giving at least one hundred twenty (120) days written notice prior to the Town's budget submission date of its intention to do so.

Section 2 Should any article, section, or portion thereof of this Agreement be in violation of a State law or Municipal ordinance, or be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific article, section or portion thereof directly specified in the decision upon the issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated article, section or portion thereof.

**ARTICLE XXXIII DURATION OF THE AGREEMENT**

Section 1. This Agreement shall be in full force and effect commencing July 1, 2012, and shall continue in full force and effect until June 30, 2015 and then from year to year unless otherwise provided in any section thereof, or written notice or desire to cancel, modify, or terminate the Agreement is served on either party upon the other at least one hundred and twenty (120) days prior to the Town's budget adoption date.

*IN WITNESS WHEREOF*, the parties hereto have caused these present to be signed by their duly authorized officers and representatives or either, on the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

**FOR THE TOWN OF  
LONDONDERRY, NEW HAMPSHIRE**

**FOR THE UNION  
AFSCME, LOCAL 1801**

\_\_\_\_\_  
David R. Caron  
Town Manager

\_\_\_\_\_  
Joseph Maccarone  
New Hampshire Staff Representative

\_\_\_\_\_  
\_\_\_\_\_

# WAGE SCALES - Appendix A

Effective July 1, 2012

Employees Hire Prior to 7/01/09

CLASSIFICATION / TITLE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
<b><u>CLERICAL</u></b>							
V. Clerk/Typist	16.14	16.94	17.78	18.69	19.59	20.46	-
VI. Secretary/Receptionist	16.94	17.78	18.69	19.60	20.58	21.47	-
VII. Clerk's Assistant	17.78	18.69	19.59	20.58	21.61	22.54	-
VIII. Deputy Town Clerk, Payroll Clerk Deputy Tax Collector / Dept. Secretary Acct Payable Clerk	18.88	19.83	20.80	21.85	22.94	24.01	-
IX. Deputy Town Clerk/Tax Collector	19.54	20.56	21.57	22.63	23.79	25.21	-
<b><u>MAINTENANCE</u></b>							
B. Custodian	16.99	18.17	19.46	20.80	22.25	23.83	-
<b><u>HIGHWAY</u></b>							
C-1. Truck Driver	18.14	19.39	20.76	22.23	23.79	25.42	27.20
C-2. Equipment Operator	19.90	21.28	22.78	24.40	26.09	27.93	29.84
C-3. Mechanic/Equip. Operator	20.27	21.73	23.23	24.88	26.63	28.45	30.43
C-4. Asst. Foreman	20.72	22.16	23.69	25.34	27.10	29.04	31.06
C-5. Foreman	22.16	23.73	25.39	27.12	29.04	31.06	33.23



# WAGE SCALES - Appendix B

**Effective July 1, 2012**

**Employees Hired After July 1, 2009**

**CLASSIFICATION / TITLE**

<b><u>CLERICAL</u></b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>
V. Clerk/Typist	16.14	16.62	17.12	17.64	18.16	18.71	19.28	19.85	20.46
VI. Secretary/Receptionist	16.94	17.45	17.97	18.51	19.06	19.64	20.23	20.84	21.47
VII. Clerk's Assistant	17.78	18.31	18.86	19.43	20.01	20.58	21.23	21.87	22.54
VIII. Deputy Town Clerk / Payroll Clerk Deputy Tax Collector / Dept. Secretary Acct Payable Clerk	18.88	19.46	20.04	20.63	21.26	21.85	22.55	23.22	24.01
IX. Deputy Town Clerk/Tax Collector	19.54	20.14	20.73	21.36	22.00	22.66	23.34	24.04	25.21

<b><u>MAINTENANCE</u></b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>
B. Custodian	16.99	17.49	18.02	18.57	19.12	19.69	20.28	20.89	21.52
	<b>Step 10</b>	<b>Step 11</b>	<b>Step 12</b>						
	22.16	22.83	23.84						

<b><u>HIGHWAY</u></b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>
C-1. Truck Driver	18.14	18.68	19.24	19.82	20.41	21.03	21.66	22.31	22.98
C-2. Equipment Operator	19.90	20.51	21.12	21.75	22.41	23.07	23.77	24.49	25.22
C-3. Mechanic/Equip. Operator	20.27	20.88	21.50	22.15	22.81	23.50	24.20	24.93	25.67
C-4. Asst. Foreman	20.72	21.35	21.98	22.64	23.32	24.02	24.74	25.48	26.25
C-5. Foreman	22.16	22.82	23.51	24.21	24.94	25.68	26.46	27.25	28.07
	<b>Step 10</b>	<b>Step 11</b>	<b>Step 12</b>	<b>Step 13</b>	<b>Step 14</b>				
	23.67	24.38	25.11	25.86	27.20				
	25.97	26.76	27.55	28.38	29.84				
	26.45	27.24	28.06	28.90	30.43				
	27.03	27.85	28.68	29.55	31.06				
	28.91	29.78	30.67	31.59	33.23				

TO: Library Board of Trustees  
CC: Town Council  
FROM: Barbara J. Ostertag-Holtkamp, Library Director  
DATE: November 2, 2011  
SUBJECT: Resolution 2011-15

The following report is in response to resolution 2011-15, wherein the Council states their interest in learning about the Leach Library's vision incorporating technology and electronic offerings, such as e-books to residents, and other operating efficiencies such as self-service checkout.

A review of the past and present state of technology at the Leach Library is necessary to understand before addressing future needs and implementations. Upon assuming the directorship in late 2001, I entered a facility that, although recently renovated, was deficient in terms of technology-driven items or services. Some examples were the following:

- The library did not have MS Office software for staff or public access. Students would come over to use a computer only to find that that library did not offer MS Office as was offered in the schools.
- The library system was on "dumb" terminals rather than PCs.
- The library did not have either a DVD or an adult music CD collection.
- The library had obsolete equipment. For example, the staff's networked printer was a 15+ year hand-me-down from the School Department that was unable to print a simple Excel spreadsheet or a Word document that was over 6 pages in length.

Since then, the library has striven to best serve all members of the community by offering a balance of "traditional" and new, technologically driven products and services within its limited budget allocation. Today, the library has: MS Office for the staff and public; a DVD collection of over 6,700 items; an adult music CD collection of over 3,150 items, and; replaced all the "dumb" terminals with PCs as well as other obsolete equipment. In addition, the library has either added or expanded the following services:

- a Book-on-CD collection with 2,900 items
- e-books offered starting in June 2007 with some of the titles being Cities of the World; Environmental Encyclopedia; Beacham's Guide to Endangered Species of North America
- electronic databases such as:

- Auto Reference Center - Covers more than 31,000 vehicles and includes wiring diagrams, technical service bulletins and recalls, and over 205,000 drawings and step-by-step photographs.
- Biography in Context - An extensive database covering over 335,000 people.
- EBSCOHOST- Indexes and abstracts of over 4,000 periodicals and magazines.
- Heritage Quest - Genealogical database
- Learning Express Library - Offers practice exams for schools and careers, skill building exercises and career advice.
- Literary Reference Center - Offers access to over 74,000 poems and 18,000 short stories as well as literary criticisms and author biographies.
- Mango Language Learning - Easy to use online language-learning system that teaches conversational skills for a wide range of languages.
- Newsbank - Offers patrons the full electronic edition of the Manchester Union Leader and the New Hampshire Sunday Times from 1989 to the present.
- Novelist – Reader’s Advisory Service or tool that will help you find your next great read.
- Reference USA – Contains detailed information about 12 million businesses as well as residential information.

- a program notification list that alerts patrons by email to upcoming programs
- an interactive blog implemented in February 2008
- a Playaways collection starting in July 2008
- WiFi access as of September 2008
- a Facebook page set up in August 2009
- membership in the New Hampshire Downloadable Books Consortium

In FY 2010-2011, 169 libraries were members of the consortium. In terms of the top circulating libraries of downloadable audios and e-books in the consortium, Londonderry ranked fourth behind Concord, Manchester, and Nashua. Despite the high ranking, it is important to note that downloadable and e-books constituted less than 2 percent (1.84%) of the total circulation of 341,274 overall items for that fiscal year. As a comparison, Leach library patrons checked out 4,234 videos, which amounts to 1.24% of the total circulation. The trend analysis shows that the downloadable audios and e-books usage experienced a slight increase from FY2009-2010 (1.23% of total circulation) to FY2010-2011 (1.84% of total circulation). However, this increase is not seen to be significant enough to modify the library’s business model, operation or annual budget.

Looking forward, the library hopes to be able to expand existing services and to upgrade the ILS (integrated library system). A few years back, the library attempted to implement a low-cost alternative to a full system replacement, but the town's IT consultant and the vendor were unable to get the new system fully functioning with reasonable transaction response times. In 2008, after nearly a year of numerous attempts to rectify the "bugs" in the system, the library decided to forego the project rather than implement a flawed product that would impact customer service. At this point, the library has not pursued purchasing a new ILS due to the prevailing economic climate. Any implementation of self-service checkout stations would first require purchasing a completely new ILS.

**TOWN COUNCIL MEETING**  
**November 19, 2011**

The Town Council meeting was held in the Moose Hill Council Chambers, Town Hall, 268B Mammoth Road, Londonderry.

**PRESENT: Town Council: Chairman Sean O’Keefe; Vice Chairperson, Joe Green; Councilors: Tom Dolan, John Farrell, Tom Freda; Town Manager Dave Caron; Assistant Town Manager – Finance & Administration, Sue Hickey; Executive Assistant, Margo Lapietro.**

**Budget Committee Members: Chairman Todd Joncas; Vice Chair Richard Dillon; Secretary Lisa Whittemore; John Curran, Dan Lekas, Chris Melcher and Tom Dalton.**

**CALL TO ORDER – PUBLIC SESSION**

**Chairman O’Keefe opened the meeting at 8:01 AM with the Pledge of Allegiance. This was followed by a moment of silence for the men and women fighting for our country abroad and at home.**

**BUDGET WORKSHOP – Budget Presentation** - Town Manager Dave Caron said the Council directed him to provide a more concise presentation for today, therefore a number of town departments whose budgets are not significantly different from FY12 will not be presenting this morning. He noted that he has slides on all the department budgets.

**Community Development** - Community Development Director Andre Garron presented along with Town Planner Cynthia May and Senior Building Inspector/Health Inspector/Zoning Officer Richard Canuel. He said there have been minor changes in all three divisions.

**Planning** - He is requesting \$5K to re-establish the intern program to work on a planning related project within the department. The Londonderry Housing and Redevelopment Authority provided funding last year for this position because the intern was working on the Pettengill area. Councilor Farrell asked what the funds in the line item for Management Funds were being used for this year. A. Garron responded some funds have been used for modifications to the marketing website. They are working on developing a mobile app for their site. Chairman O’Keefe questioned if we were duplicating services by doing the same thing on our other website. A. Garron responded no; the Economic Development Website is specifically business-orientated. The app site has specific information about programs that will help them identify sites and locations in Londonderry that would be an advantage to them. He also said he is able to track the hits on the site. Councilor Dolan questioned the reduction in the retirement line item. Town Manager Caron stated that reduction is fairly accurate for Group 1 employees. For FY14 we expect the rates to jump 20%. This year there is going to be a wide fluctuation from department to department. Councilor Freda said the total retirement is an increase to 6 ½% in the budget book. A. Garron said printing; workshops and postage were increased by a small amount, Budget Member John Curran asked how much are we paying for the two applications on the website to include the mobile app.. A. Garron said he will get that information. J. Curran

47 asked how did it differ from what Mr. O’Neil did for the initial website. A. Garron said the  
48 mobile site presents it in a mobile format and at the time Mr. O’Neil set up the initial site mobile  
49 apps were in their infancy. Councilor Green said there is a decrease in retirement of \$6K. Town  
50 Manager Caron referred him to page 5 of the budget book with a chart showing different changes  
51 in retirement. Group I went down 20%; Group II went up 20% and Fire went up 13%. Those  
52 percentages will change from department to department.  
53

54 Zoning/Building/Health Department/Code Enforcement – A. Garron stated there is only one  
55 change in this budget which is for a part-time salary. He said he is not looking to hire a new  
56 employee but looking for part-time help in the building division. He said permits are increasing,  
57 and they need administrative help to input the permits into the system for \$15K.

58 Councilor Farrell asked what the Management Services line in the Building Department was for.  
59 It increased from \$800.00 in the actual amount to \$11,500. A. Garron said historically that line  
60 has always been there for the larger projects in case they needed an external review. Councilor  
61 Farrell asked if we were passing that through the applicant, A. Garron responded yes in the  
62 permit fees.  
63

64 Zoning Division – no changes. Community Development has been combined with the  
65 Building/Zoning Division. Part of that salary is within the Community Development Division  
66 but part of the salary is paid out of the Zoning line.  
67

68 Capital Improvements Plan (CIP) - A. Garron said he is going to address the Priority 2 items  
69 in FY13.  
70

71 Councilor Freda said there was no funding source indicated for Open Space. A. Garron said the  
72 General Fund is the suggested revenue source. Councilor Farrell said the discussion of the CIP  
73 was they will put in \$500K/year over a 4 year period so they would be part of the process and  
74 access grants. The feeling of the Committee is that we were not looking for taxpayer monies.  
75 Budget Chair Todd Joncas asked for the status for funding/grants for Pettengill Road and what  
76 was our return on the investment of \$12.3M. A. Garron said they went after TIGER I, II and  
77 recently TIGER III funds which is a national program. We are competing with every state in the  
78 nation and are still competing for funds. They went after the Economic Development  
79 Administration (EDA) Funds for the sewer aspect. The Management Services line has been  
80 partially used for enhancement of our marketing site and also used to help to get an EDA grant  
81 from the Rockingham Economic Corporation to put together an application, we were  
82 unsuccessful. The sewer project relies on the roadway and the town’s commitment to the  
83 project. We have it identified as a high priority project, money will come out of the sewer  
84 facilities fund, but no funds to invest in roads which is a detriment to the project. T. Joncas  
85 asked if no money became available and the town votes to support it what is the impact to the tax  
86 rate if it were funded by taxpayers at the current rates. Town Manager Caron said for estimating  
87 purposes we use 5% interest and 5% annual reduction of principal which equals 10% of the bond  
88 amount, or \$1.2M. If the Town considers Tax Increment Financing (TIF), the debt will be paid  
89 down first, and the balance will be redistributed to the school, town and county. That allows the  
90 town to pay interest only for the first 3-5 years. In that case it would be about 11cents on the tax  
91 rate. Now is an opportune time because rates are down, however taxpayers may feel  
92 uncomfortable with large bonds at the present time. Since this project will have great benefits  
93 not only to Londonderry but to the region, staff has met with state and federal representatives to  
94 seek funding. Budget Member John Curran asked what involvement have we had with the

95 property owners to pick up some of the expenses – are they involved. A. Garron explained that  
96 they have been working with the 4 property owners: Nash/Tamposi – King – MHT – FAA. All  
97 have been good, and cooperative, the FAA hasn't had much response. The Town is looking to  
98 construct the "trunk line" connecting Industrial Drive to the Access Road. It is shovel ready –  
99 the engineering has been done, all permits are in place and the owners are on board. Councilor  
100 Dolan said the design charette was done in 2003 he asked if it is still relevant, does it need  
101 updating; A. Garron said most of the concepts are good, uses might change, it could be updated.  
102 Councilor Farrell said it is \$12.3M project and would take over 20 years to complete, if there is  
103 no external funding what does that do to the tax rate. Councilor Freda said we have a historically  
104 high occupancy rate for lease buildings. He said he doesn't think the taxpayers should take the  
105 risk to pay \$12M for the road to be built and industry does not come. A. Garron said if the  
106 Access Rd was not built he would agree but people are interested but only if Pettengill Rd. is  
107 built. S. Hickey said the principal & interest is 28 cents; interest only would be about 11 cents  
108 per thousand. On a \$300K assessment it would be about \$85. L. Whittemore said the proximity  
109 to MHT is so close we might lose control if someone else comes in. She said she is interested in  
110 the development, it is prime real estate. Town Planner Cynthia May recently came from  
111 Bedford and she said she received numerous inquiries about the area; there is definite interest in  
112 being near the roadways and the airport. A. Garron said if there are any funds that can be used to  
113 offset the costs they will look at it; they will continue to look at it. Councilor Dolan said the  
114 taxpayers are feeling pressure on tax bills; we can't cut our way to tax relief. We are bare bones  
115 on the budget side. Tax revenue growth in the industrial/commercial side is the way to find tax  
116 relief. Cyclical economic cycles play an important part. Will the economy still be in bad shape  
117 in 2-3 years? We are close to missing the window in the down turn economy because it will  
118 head up again. The people interested in this area will go someplace else, and if we wait too  
119 much longer we will get this ready for the next economic downturn. Councilor Farrell asked the  
120 Town Manager to get the Council an assessed value of full build-out so we understand the  
121 revenue implications going forward in this budget. We all would love a "Bird-in-the Hand"  
122 staff has exhausted finding the money someplace else. Councilor Freda said the developers who  
123 come and say "how can I build there", they have no guarantee there will be a road, the same  
124 question should go back to them – "why should we build a road if we don't get a guarantee that  
125 they will develop there". We are taking the bigger risk of \$12M.

126  
127 Budget member Chris Melcher said every department has a different line item on benefits. Town  
128 Manager Caron said the Town budgets what our benefits actually are, which vary according to  
129 employee demographics.

130  
131 **Public Safety** –

132  
133 Fire/Rescue – Londonderry Fire Chief Kevin MacCaffrie presented his budget. He reviewed  
134 staff and calls for service. His FY13 budget is \$5,697,516.22 which is a 5% increase. The  
135 biggest increase in his budget would have been replacement overtime but it is being moved to a  
136 separate article. Currently if there isn't enough overtime money staffing is reduced to a 9 person  
137 shift instead of 10. Councilor Farrell asked what is the revenue for the ambulance. S Hickey  
138 responded before auditory write-offs it is \$657,710.00 and we wrote off about 17%. Councilor  
139 Farrell questioned if we should be charging more. Chief MacCaffrie said we have kept it at the  
140 Medicare plus rate; we are in line with other communities. Private services charge a great deal  
141 more. He said the Councilors set the rates; collection has been steady from 76-80% depending  
142 on the year. Councilor Freda asked the Town Manager if the insurance companies pay a set

143 amount and after that it is up to the patient to pay the remainder. Town Manager Caron  
144 confirmed that is correct. Councilor Dolan questioned if the replacement overtime is built into  
145 Article 8, the Chief responded yes. Town Manager Caron said we have 40 slots to fill with 40  
146 personnel, one vacancy requires bringing one person back on overtime. Chairman O’Keefe  
147 stated that basically we are always going to have overtime; Town Manager Caron responded that  
148 is correct. Chief MacCaffrie explained that his overtime is to keep the level of service.  
149 Councilor Green asked if we have mutual aid can we enhance the department and bring in just  
150 ambulance personnel to do the contractual mutual aid to other towns. Chief MacCaffrie said that  
151 is a viable option but if we got the contract we would need extra staff. Councilor Green asked if  
152 any of the other smaller towns approached us for this service. Councilor Farrell said over the  
153 years they have looked at that. Town Manager Caron said it is very difficult to put more staff on  
154 to generate more revenue. Councilor Freda questioned if we had enough ambulances or would  
155 we have to add on another one. Chief MacCaffrie said that would depend on the community.  
156 Councilor Freda said we should look into it in the future. Councilor Dolan asked what the  
157 potential revenue loss from mutual aid ambulance is. The Chief responded we are about a 35  
158 ambulance differential from what we receive and what we put out. That is between \$35K –  
159 \$50K in lost revenue per year by not being able to capture that call Councilor Dolan asked if we  
160 pass the Warrant Article for 4 additional firefighters how much would we capture. Chief  
161 MacCaffrie responded we would capture a considerable amount of it. Budget Committee  
162 Member Rich Dillon asked if there was any chance of bringing in part-timers. Chief MacCaffrie  
163 said that is a contractual issue we would have to bring it to negotiations. He explained they need  
164 10 people to maintain services. R. Dillon questioned if we added another person to the shift  
165 would we still have to pay OT. Chief MacCaffrie said the objective is to maintain 10 staff on at  
166 all times, adding one person per shift will reduce overtime. R. Dillon said to reduce overtime it  
167 makes sense to be able to hire part-timers to fill the overtime gap. Budget Chairman Todd  
168 Joncas said we are talking about coverage for a minimal cost to the taxpayers. The question is  
169 what the optimum level of service to minimize overtime is. Maybe the level of service is a range  
170 rather than a hard number. Everybody in the rooms agrees that we are probably staffed too low;  
171 we need to do something to enhance public safety. We should address those issues with a  
172 minimization of cost. Chief MacCaffrie said part of that is the number of hours employees are  
173 allowed to work per union contracts. Councilor Dolan said the dilemma is how to protect the  
174 community and the firefighters. This is the issue around staffing levels. Chairman O’Keefe said  
175 we have maintained for years a flat level of firefighter staff while the town has grown to 25,000  
176 people. We could have the Town Manager explore what are the pros and cons in adding more  
177 staff, will it reduce overtime. R. Dillon said there are two different subjects. He is talking about  
178 overtime and how to reduce it looking forward. Chairman O’Keefe said the firefighters are all  
179 trained. Call firefighters are not going to have the time and money to get trained. Overtime is a  
180 fixed cost because you can’t have an over abundance of staff for the “what ifs”. Last year is not  
181 the same as this year. Councilor Farrell asked if we should utilize our assets. If we are going to  
182 spend the money anyway can we do other things? Councilor Freda said in 2001 we had 47  
183 firefighters and 48 in 2010. In the same time period you have added about 1,100 homes and an  
184 unknown amount of business. Look at the numbers in the past 10 years the budget has been  
185 mostly flat, it is time to address that issue. Councilor Green asked why the new building costs  
186 more for utilities. The Chief responded the old station was a 2 story station and, the new station  
187 has new green facilities that require utilities to run all the time. The old station was half the size  
188 of the new station. C. Melcher asked if Article 8 doesn’t pass what happens; the Chief said it  
189 just means we will be at the budget we are currently in. T. Joncas asked if the increased staffing  
190 levels addresses mutual aid requests to Derry. The Chief responded it does in a way; the 2<sup>nd</sup>

191 ambulance is always cross-staffed. When Central goes out there is not enough personnel to man  
192 the second ambulance so that is when the mutual aid comes in. If we had the extra person we  
193 could put the ambulance in service. Chief MacCaffrie said his priorities are: maintain existing  
194 level of service; continue building pre-plan programs; CIP update; explore a pets' shelter plan;  
195 plan Central Station renovations; increase prevention programs. Councilor Farrell said he would  
196 appreciate it if some of the more skilled firefighters in communication would talk to the School  
197 Department. He believes in educating early and often to get more involved with community  
198 relations. Councilor Dolan said sometime in the near future Council asked about a presentation  
199 for home safety. The Chief said he can work on it, will have it on the 2nd week in January.  
200 Budget member J. Curran asked about Management Services listed on page 88 of the budget  
201 book. The Chief responded it is the cost for the billing service for the ambulance – it is a billing  
202 service that sends out the bills and has collections. It has been reduced from 7% to 5% by going  
203 out for proposals and they are the best price. Councilor Green said we could pass the \$35K onto  
204 the patient using the ambulance and charge them the administrative fee. J. Curran there was a  
205 request to contract out ambulances services out to other towns. He asked if that would have  
206 more return. The Chief said we would be in direct competition with other private ambulances,  
207 and would be getting into personnel being available all the time. Councilor Green said Litchfield  
208 had 210 calls for transport at \$800 which equaled \$168K. It is lucrative for the taxpayers. T.  
209 Joncas talked about the tanker and asked about the plan. Chief MacCaffrie said it is not in the  
210 immediate CIP, but in the future if staffing is available to staff the truck. We have the ability to  
211 get more water with mutual aid. They are on first response to all non hydrant areas.

212  
213 Police – Chief Hart, Capt. Dussault and Lt. Jones were in attendance. Chief Hart explained the  
214 department organization. He reviewed personnel/staffing for FY13. The fleet maintenance is a  
215 32 hour position which was changed from a full time position. The Animal Control Officer  
216 position has been reduced to a part-time position. Liability management is critical – he  
217 explained training, the hiring process, and supervision. Councilor Farrell asked about tuition  
218 reimbursement it increased by 133%. The Chief responded it is mandated by contract, last year  
219 in order to meet the flat tax rate goal the unions were willing to reduce that one time only. We  
220 are restoring it to what the contract mandates this year. Staffing has gone down over a two year  
221 period totaling 6 positions. Civilian personnel and part-time staffing is down. Calls for service  
222 are on the rise. They have gone from 44 in 2001 to 43 in 2011 in a 10 year period. Councilor  
223 Dolan asked of the 43 in staff how many are patrol officers; the Chief responded 23. Councilor  
224 Dolan asked if our staffing levels are off according to the national standards. Chief Hart  
225 responded we are close to it; the AICP right now recommends based on a population of 24, 129  
226 we should have 43.4 officers. With the Access Rd. and the Woodmont area it might go up.  
227 Councilor Green said pg. 74 of the budget book shows uniformed officers and regular salaries  
228 with a detective line. Why the segregation with the detectives on two lines. The Chief  
229 responded they listed their priorities to include additional personnel from the FY12 budget. It is  
230 what he is asking for in this budget for additional personnel. T. Joncas said there have been an  
231 increase in burglaries has this budget allocated money to handle this problem. Chief Hart said  
232 last year there were 10 burglaries during this current quarter – this year we have 27 as of this  
233 week. We have changed the way we allocated our patrol, we have moved detectives over to  
234 property crimes. They implemented a training program for detectives – took a patrol officer and  
235 gave more training to them. The FY13 budget included the addition of a detective position, it is  
236 No 2 on his priority list. Counselor Green asked him if he was also looking for an additional  
237 SRO. Chief Hart responded yes but he would choose the detective position over the SRO if he  
238 had only one choice. Currently he has 1 SRO coordinator. If we add another SRO they will



239 strictly do SRO duties. Staffing levels are 2+1 during days; 3+1 at night and 2+1 in the AM.  
240 Councilor Green asked if the SRO expense could be covered by the school district. Town  
241 Manager Caron said it is the same tax dollar – there is no advantage as a multi-school district  
242 would have. We can broach that with the schools. Councilor Green said the school benefits more  
243 from having the SRO. Chief Hart said the reduction in the time that the officers are spending at  
244 school, frees up the patrol officer. It reduced court time on juvenile days allowing the juvenile  
245 officer to spend more time on juvenile offenses. Budget member Lisa Whittemore said she  
246 needs more information on the detective position. Chief Hart responded it will be a new position;  
247 4-5 years ago they re-classified a patrol officer as a detective. Budget Member Tom Dalton  
248 asked the Chief if he did not receive the FY 13 budget what would the consequences be. Chief  
249 Hart said he would reduce the number from 43 to 39 or 38 in staff. He would re-allocate some  
250 staff back into patrol. There would be a reduction in personnel by about 4 sworn officers, in  
251 civilian staffing there would be some reductions. Councilor Freda said the spread between last  
252 year and this year is \$578K from the Town Manager’s Budget. Budget member Tom Dalton  
253 said the expenses are in personnel costs and overtime. Chief Hart said the reductions in  
254 personnel would be dangerous to the police and citizens. Councilor Freda said there was a  
255 \$100K raise in contractual raises in salary and retirement, and \$18K in insurance. Budget  
256 member C. Melcher asked about the revenue on tickets, Chief Hart responded they get it only  
257 from parking tickets, with the rest going to the state. Councilor Dolan said when a case goes to  
258 court, how much is divided between us and the state. The Chief responded nothing goes to the  
259 town. He asked the Council to inquire if we could have a local town surcharge imposed and ask  
260 our 10 representatives to enable legislature to get that. It won’t intercept the money going to  
261 the state. The Chief reviewed statistics on police reports written between 01 and 11. He  
262 explained the IACP number is slightly higher than we have now. He reviewed Community  
263 Growth to include: Rte 102/Exit 4A; Woodmont Development; Access Rd., Pettengill Rd, and  
264 said we are going to have continued community growth which is impacted now. Key  
265 considerations are: Department overtime is underfunded - for FY12 they anticipate 129%,  
266 totaling \$473,383.00 for the whole department The Uniformed Operation Division overtime is  
267 underfunded 134%, at \$442,774.00 for FY12. He listed where the overtime was spent for FY11  
268 totaling \$514,985.74 at 128%: court investigations; sick coverage; training; vacation coverage;  
269 miscellaneous; grant (reimbursements); records; Special Ops Unit; costs to place an officer on  
270 duty. He reviewed the overtime hours available (Budgeted) which the bulk includes court and  
271 shift replacement pay, training and some investigations. Shift replacement pay is the vast  
272 majority of it. He explained the training process of a new hire and the length of time needed  
273 before they are on their own in the patrol car. He explained the costs involved in the training of  
274 a new officer as well as the cost for seasoned trained officers. Budget member R. Dillon  
275 questioned road details. The Chief explained they are paid for by the contractor at a specific  
276 rate. Budget member J. Curran asked about the lengthy overtime hours in court cases. He asked  
277 are there any programs in place to minimize wasted time. The Chief said police officers will not  
278 go to court which is why we have a prosecutor until the case is ready to go. Budget Chair T.  
279 Joncas asked if the proposed budget is adequate to supply safety to the community. Is there any  
280 opportunity to keep last year’s budget without sacrificing safety to the community? Chief Hart  
281 said the budget by the Town Manager is adequate; it is enough to continue and address needs and  
282 services. T. Joncas asked if this budget is adequate for personnel, equipment and at the most cost  
283 effective way possible. Chief Hart responded that this budget does that. Equipment wise he said  
284 the most important equipment a police officer has is his brain and his mouth followed by his gun  
285 and vehicle. He explained in 1984 they decided to lease the police interceptor vehicles and  
286 proceeded to explain the history of the vehicles.

287 State Rep. Dan Tamburello, 3 Royal Lane said tax increases affect families who are living  
288 paycheck to paycheck. He asked the Councilors to take their obligations very seriously  
289 Councilor Green thanked him for voicing his opinion; he said this is a balancing act, we need  
290 more revenue. Rep. Al Baldasaro, 41 Hall Rd. said he has gotten many e-mails from seniors  
291 who can't afford to own a home in Londonderry anymore. Keep taxes low until the economy  
292 gets better. Councilor Green said exploring the use of ambulance services to pay for the extra  
293 fire fighters is a way of "thinking out of the box" we can't keep going back to the taxpayer, it  
294 could possibly produce revenue.

295

296 The meeting broke for a half hour lunch at 12:38PM.

297

## 298 **Public Works**

299

300 Public Works Director Janusz Czyzowski and Administrative Assistant Donna Limoli presented.  
301 J. Czyzowski reviewed the organizational chart; the department responsibilities are the same,  
302 they still have one position that will not be filled.

303

304 Solid Waste/Recycling – Proposed budget for FY 2013 is \$1,911,122 which is a slight increase  
305 due to the fuel surcharge. Contract costs (curbside) were listed. The actual fuel adjustment was  
306 \$39,201.00 in FY11 and proceeded to review the line items.

307

308 Sewer – The FY 2012 budget was \$4,579,758. It included \$1.975M for the 50% of the sewer  
309 grant for Pettengill Road. The FY 2013 budget is \$2,983,706. Sewer is fully supported by  
310 sewer rates not by taxes. There are 40 miles of sewer, 5 pumping station, 1,153 residential  
311 connections, 365 commercial connections and 56 industrial connections, no changes from FY12.

312

313 Highway - The proposed highway division budget for FY13 is \$1,384,700, it was \$1,267,882 for  
314 FY12 He reviewed contractual items. He stressed there is no back-up bond article for roads  
315 with the new charter. Last year the State Block Grant for highway shim and overlay was \$604K;  
316 for FY13 it is estimated to be reduced to \$520K. We should shim and overlay every 12 years.  
317 The \$520K only covers 2.6 miles which puts us in a 69 year cycle. He proceeded to list the  
318 roads that were shimmed and overlaid in the 2011/2012 season. The Warrant Article in the past  
319 was for \$1,048,000. He showed pictures of a 37 year maintenance cycle road that was repaired  
320 this year. He listed proposed roads to be done if the bond passes. Councilor Farrell asked how  
321 he reduced the amount of gallons being used and asked how that was done. J. Czyzowski  
322 responded he didn't reduce the gallons, he just pointed out he won't have enough money to buy  
323 the amount of gallons he needs at \$70K. The amount of fuel usage depends on the amount of  
324 storms we get. Councilor Dolan asked if the town could be more generous by helping once  
325 every 1-2 years with brush removal to the taxpayers and asked what additional pressure would  
326 that impose on his budget. J. Czyzowski responded it could be huge, other towns took months to  
327 clean up; the Town would have to hire private contractors to do that kind of clean up. J.  
328 Czyzowski said with 11 personnel they would not be able to do a town wide clean-up in addition  
329 to doing their regular work. Councilor Freda said he is not supporting the road bond because we  
330 will be mostly paying interest on the bond. We should stop bonding repairs, we should set up the  
331 funds in his budget to pay for the roads. He explained we have a gap of \$551K, a spread  
332 between the default and the Town Manager's proposed budget. Unless we close that gap there  
333 is a very good likelihood the voters are going to take that decision out of our hands and vote for  
334 the default budget. The Town Manager responded he is currently looking at that. Councilor

335 Freda suggested putting \$200K into the Public Works budget, add the \$48K in addition that the  
336 bond costs that is usually pulled out of the Undesignated Fund Balance. That would give him  
337 about \$250K for repairs, take Article 4 of the Warrant. That would close that gap by \$750K. J.  
338 Czyzowski said he would not have a problem if the \$1M would be in the budget but explained  
339 that \$250K is only a token for roads. Councilor Freda explained that the funds would gradually  
340 build up. Councilor Farrell said 6 years ago the CIP Committee came up with the idea of only  
341 recommending bonds as bonds fall off. Every year it is a policy decision by the Budget and  
342 Town Council. We have to look at what we bond and don't bond until something comes off.  
343 Councilor Farrell said we have very little rolling off of debt service this year, the following year  
344 we have \$400K rolling off which means we could bond up to \$4M and stay even. Councilor  
345 Freda said if this bond passes in FY13 and in FY14 the bond payment is \$140K we could be  
346 paying out of the current budget to repairs instead of towards debt service. Town Manager  
347 Caron said they looked at this a few years ago. At some point we either have to raise more  
348 money from the taxpayers or take a few years where we will not have as much dollars to allocate  
349 to road maintenance. If we don't start looking at transition it will cost more. Chairman O'Keefe  
350 asked what the figure will be so they can see what it is. Councilor Freda also asked the Town  
351 Manager to let them know what the current debt service is for the road bond. Councilor Dolan  
352 said the policy over the last few years was to rob our maintenance trust fund to help balance the  
353 budget. We are in a recovery mode this year it will take 2-3 years to recover. Councilor Dolan  
354 said in our former mode of government we would put a bond on a warrant for roads and if that  
355 didn't pass we were able to add a "sister article" to the operating budget. Can we do that with  
356 our new form of government. Town Manager Caron said he will have to research that with  
357 counsel.

358  
359 Budget Chair Todd Joncas said we should take the balanced approach, take advantage of low  
360 bond rates. A maintenance trust fund for roads is an idea, it should be a phased approach to  
361 wean us off of bonds. Budget member Rich Dillon asked if it does fail what can we do. Town  
362 Manager Caron responded you can always petition Superior Court for an emergency meeting.  
363 The response from a judge is it is not an emergency because the voters have acted upon the  
364 appropriation; they voted no so what is the emergency? Budget Member John Curran asked if  
365 engineering fee monies have been expended for Pettengill and where would it be in the budget.  
366 J. Czyzowski said it was a Warrant Article in 2003 or 2005 for engineering costs. J. Curran said  
367 the management services line item is up and asked why. J. Czyzowski said it is for the design of  
368 a pumping station at Plaza 28 and gave the figures totaling \$370K, he said it comes out of sewer  
369 user fees. Budget Member Lisa Whittemore said our roads have not been a concern in town if  
370 we further delay repairs there is a realistic concern if they are not kept up. Chairman O'Keefe  
371 said having a maintenance trust fund may be the way to go, when a bond falls off it could be put  
372 into that trust fund. Budget Member Chris Melcher agrees with Councilor Freda, his concern is  
373 if they vote not to have a bond and put that money into the budget and the default is voted on  
374 then J. Czyzowski won't have any funds for highway. That is his concern and he would like to  
375 look into some contingency as an option. Councilor Freda said his suggestion was to add \$200K  
376 to Janusz's budget and take another \$48K out of the Undesignated Fund Balance where they take  
377 out the money for the bond costs and interest. Chairman O'Keefe stated there are solutions we  
378 just have to find them; the maintenance trust fund is a good idea.

379  
380 **General Government** – Town Manager David Caron and Assistant Town Manager/Finance  
381 Director Susan Hickey presented the highlights of the budget and which budgets had significant  
382 variances from the current budget.

383  
384 Town Council - The proposed FY13 budget is \$12,096.00 there are no changes just a slight  
385 change in workman's comp.

386  
387 Moderator – Level funded at \$300.00

388  
389 Budget Committee – Level funded at \$1.00

390  
391 Town Manager - The proposed FY13 budget is \$384,166, up about 1% due to changes in  
392 benefits, salaries, workman's comp costs. All other operating line items are level funded from  
393 FY12

394  
395 Legal - Proposed FY13 budget is level funded at \$104,500.00. Majority of those funds are used  
396 for our legal needs for all departments with the exception of the sewer department which is self-  
397 sufficient. \$9,500.00 has been budgeted for collective bargaining expense, 2 contracts are  
398 expected to be re-negotiated in FY13.

399  
400 General Government – Proposed FY13 budget is \$504,999.00. There are 2 changes: gasoline  
401 adjustment of \$72,400 for all departments except the Highway Department. The Old Home Day  
402 Committee requested restoring them back to their prior appropriation of \$10K. Moved some line  
403 items around on a cumulative basis the balance of the line items are all level funded from FY12.

404  
405 **Finance & Administration**

406  
407 Finance - Proposed FY13 budget is \$595,611.00. Sue Hickey stated that there was a decrease in  
408 the department for FY12 of \$41,817 or 7%. Two positions were reduced from full-time to part-  
409 time. Line items were level funded except for Contractual Services which are the auditor's fees  
410 and bank service fees.

411  
412 Human Resources – This budget is included in the Finance budget. For FY11 there are 161 full-  
413 time employees, 31 new hires, there were 3 full-time and 4 part-time employees who retired and  
414 terminations/separations were 9.

415  
416 Assessing – The proposed FY13 budget is \$210,816.00 it has a slight increase from FY12, most  
417 line items are flat.

418  
419 Town Clerk/Tax Collector - Proposed budget is \$461,026.33.00 for FY13. S. Hickey said there  
420 was differences on the line item for benefits and showed a slide indicating the increases and  
421 decreases.

422  
423 IT - The proposed FY13 budget is \$341,795 which is an increase of \$29,520 or 9%. The line  
424 items are level funded. The increase is due to consulting fees on-site and software support fees.  
425 Councilor Green questioned the increase in the line item for machinery and equipment. S.  
426 Hickey explained it was for department requests to replace equipment. S. Hickey they spent \$6K  
427 last year because they had some old purchase orders from the previous year that they were able  
428 to utilize. This year the budget request is for \$40K. Budget member J. Curran asked if anything  
429 is in the works to save on postage. S. Hickey said they looked at a service for certified mailings  
430 via electronically. The state RSA language requires us to retain the "green card" so it did not

431 work out. He asked if we could handle routine mail to go paperless, she responding they are  
432 looking at it. Councilor Green questioned internet access on pg 51 of the budget book and asked  
433 if that was a request for proposal (RFP) item. S. Hickey responded we did an RFP and said we  
434 have a variety of lines. We will be getting a lower price. Chairman O’Keefe asked why there is  
435 an increase. S. Hickey responded the machinery and equipment line is where the increases are.  
436 She explained the Police Department wanted a substantial amount this year for dispatch, IMC  
437 and the detectives department. The Fire Department had some large increases they were  
438 requesting. She explained their equipment is being used 24/7 and require different specifications  
439 for their server and hard drives based on the software packages they have to use. They budgeted  
440 \$23K for this year. J. Curran questioned the Management Services line item. S. Hickey  
441 explained it is for all our software packages that are listed in the Budget Book and the listed-  
442 annual fees. Budget member C. Melcher asked what specifically went up \$9K. S. Hickey  
443 responded they all went up. Councilor Dolan said this line item includes all departments. S.  
444 Hickey responded anything that is technology related for the entire town is in this budget.  
445 Councilor Dolan asked if we back charged each department, S. Hickey responded we do not.  
446

447 Human Services – Proposed budget for FY 13 is \$184,604.00 which is an increase of \$1,924 or  
448 1%. Operational lines are level funded from FY12 with the exception of contractual services  
449 (consulting fees for on-site program administration). Councilor Dolan asked how we keep it so  
450 low in regard to the economic downturn. S. Hickey responded the services from Community  
451 Health Services help keep costs down by leveraging resources.  
452

453 Debt Service - Proposed budget for 2013 is \$2,894,853.00. Town Manager Caron reported that  
454 our financial advisor continues to review the market for lower interest rate opportunities.  
455 Budget member C. Melcher asked if we can re-finance bonds. Town Manager Caron said the  
456 Town has re-financed most older bonds and a lot of the newer bonds have not yet matured  
457 enough to consider refinancing.  
458

459 Municipal Insurance - Proposed budget for FY2013 is \$224,022.00. It funds all casualty-  
460 liability, property. The Town issued an RFP on all our insurances and transferred coverages  
461 from LGC to Primex and saved about \$40K in the current budget.  
462

463 Supervisors of Checklist - Proposed FY13 budget is \$14,704.00 which is a decrease of \$2,606  
464 per S. Hickey. Part-time salaries increased for election assistants. The elected salaries have  
465 gone down from \$2,700.00. Councilor Dolan said we have the largest polling place in the state,  
466 at what point do we not do that. What would it cost if we did multiple polling places? Town  
467 Manager Caron said they would look into it.  
468

469 Cemeteries - Proposed budget for FY13 is \$32,974.00 which is level funded from last year.  
470

471 Heritage Commission – Proposed budget for FY13 is \$827.00 which is level funded from last  
472 year.  
473

474 Morrison House - Proposed FY13 budget is 7,500.00.  
475

476 Conservation Commission - Proposed budget for FY13 is \$3,425.00 which funds the operating  
477 expenses of the Commission. It has an increase of \$125.00 over last year.  
478

479 **Community Services:**

480  
481 Cable - Cable Director, Dottie Grover and Drew Caron were in attendance. She reported that  
482 one of our former state representatives and former fire chief won 3rd place in the NE region for a  
483 program they did called "Honor and Respect the American Flag". Another third place for a  
484 Veteran's Day tribute was given to Drew Caron. Drew also won a first place for a program that  
485 he does called "Agenda Item" with Mary Wing Soares. He also received another first place for  
486 another program that he did about NE Muscle Cars. She explained that the category Drew  
487 competes in is the professional category which is harder than the other categories. D. Grover  
488 said they were directed to level fund all operating expenses. Machinery & equipment  
489 replacements/upgrades totaled \$52,200. They replace camcorders on a regular basis, and are  
490 updating lighting in studio with the help of some rebates for that. The head end server service  
491 will be updated. Microphones will be updated in the Moose Hill Council Chambers. Councilor  
492 Green asked how many years do you upgrade camcorders, Drew Caron responded we have had  
493 the same ones for about 10 years; the newer ones use cards. D. Grover stated that they have a  
494 special request to re-instate the trainer position to the budget. She explained the position is  
495 critical to the operation of the Londonderry Access Center (LAC). Back in June this was  
496 discussed and a decision was made at that time that this position would be retained in this  
497 budget. She said she understood that if the trainer position goes and she retires, Drew would be  
498 the only staff and left in charge of everything. He would have to hire and train somebody to help  
499 out. She said she does not have her "drop dead" date for her retirement but it absolutely will be  
500 as soon as she can. She has to talk to the State Retirement System to find out how she is going to  
501 work it out. She said when she saw that taken out of the budget she got a feeling that she has to  
502 retire so as not to lose a trainer. She said she is hoping that is not the case because she is going  
503 to retire. They need someone to do the training. Chairman O'Keefe asked the Town Manager  
504 what was taken out of the budget. He responded one position, which was the least expensive  
505 one. Chairman O'Keefe said the way he remembers it D. Grover guaranteed the Council that she  
506 was going to retire in this budget. You had made the comment that during that budget season  
507 that you were going to retire and we were going to be able to fill that position with Erin Barry.  
508 D. Grover responded she thought she was not eligible until next September. She was talking  
509 about the next budget cycle. Councilor Farrell said the minutes reflect that she actually said "I  
510 will retire if you keep this position" and that was the deal you made with the Council. D. Grover  
511 responded no. Councilor Farrell said that was certainly the impression he got along with two  
512 other Councilors. D. Grover said she wanted Council to know that she was in the retirement  
513 process and that she would be retiring soon. Councilor Farrell said in all due respect that is not  
514 what you said and not the impression you gave. D. Grover said she was sorry. Councilor Farrell  
515 said that is not what she said or the impression you gave. You told us that the lady was  
516 important and you were going to retire, we ought to keep her. Town Manager Caron responded  
517 she did say that. Councilor Farrell said she stated she was going to be finished by the end of the  
518 next budget cycle. D. Grover said she can retire 9/2012 it is the earliest she can retire. She  
519 again apologized and said that she did not mean to leave by 6/2012. Chairman O'Keefe said he  
520 was under the impression as well. Councilor Green asked how long this position has been in  
521 place - Erin Barry replied 4-5 years. Councilor Green said we have a knowledgeable person in  
522 that position. The question is should we keep the position and the years we have invested in that  
523 person for one more year. Chairman O'Keefe said the whole discussion back then was to keep  
524 that position and have 2 people running the department. We are now funding an extra person.  
525 D. Grover said she apologized if she gave anybody the wrong impression. The person is a  
526 valuable asset to the Cable Department. Chairman O'Keefe said we are still left with another

527 add to this budget that we are going to have to figure out. D. Grover responded this budget funds  
528 itself, we don't tax anybody for it. We are level funded, we did all the things we were told to do  
529 in this budget. She said she does not understand why we aren't looked at as a self-supporting  
530 entity. A statement was made that the budget could not sustain 3 people in that department. If  
531 the money is put into the budget the way it has been done there is no reason why that budget  
532 could not support 3 people. Councilor Dolan said if we have a supplemental line item to fund an  
533 additional person for 3 months that is one option. Another option is to make some budget room  
534 to accommodate Dottie's retirement date of September which is a 90 day delta. Town Manager  
535 Caron said Dottie's new date is 9/13 for retirement which is in the FY14 budget. D. Grover said  
536 next September is her earliest eligibility date. She cautioned that is not a definite date because  
537 she has to talk to the retirement people. Councilor Dolan said just for planning purposes, assume  
538 that 9/12 is the retirement date; that is a 90 day delta; what would it cost. Town Manager Caron  
539 responded it would be about \$16K not including end-of-service separation costs. Councilor  
540 Freda asked where that will come out of; Town Manager Caron responded it will come out of the  
541 cable budget. Town Manager Caron said if the town approves the budget with three positions for  
542 FY13 for 3 positions the entire year, the franchise fees that the town collects which is about  
543 \$252K which goes to the cable fund, of that \$105 – \$108 goes to the General Fund, there would  
544 be about a \$75K deficit regarding revenues against expenses. That deficit will be funded by the  
545 undesignated fund balance in the Cable Special Revenue Fund which currently stands at \$535K.  
546 Councilor Dolan said it us up to the Council to decide whether to go with 3 persons or 2 persons  
547 or 2 person plus a 3 months solution. He asked is there money in the cable fund to support the  
548 \$16K. Town Manager Caron responded it could be supported from the cable fund balance. D.  
549 Grover asked if the budget has not been approved yet, you said the the current \$104K is not  
550 going into the current budget. Town Manager Caron responded that is the current budget  
551 recommendation from him. D. Grover responded if the \$104K continues to go into the reserve  
552 like it used to for over 10 years there would be no need to cut back on the number of employees.  
553 She said she has always maintained that those monies should be cable refund money. She  
554 explained that the \$40K was removed automatically three times, last year \$104K was asked for  
555 and done. These are policy decisions, you didn't adopt a Resolution last year the way it was  
556 presented to you, you went ahead and made a single year decision and agreed to consider each  
557 year what the facts were before making another reduction from the cable funds. If the cable fund  
558 is properly funded with the fees that come from the franchise there is no need to eliminate an  
559 employee, no need to do anything except to remain self-supporting. Councilor Dolan said we  
560 have three options: 1) go with the Town Manager's recommended budget which is a reduction  
561 of position at the end of June, 2) go with an increase of \$16K to keep the additional employee  
562 for 90 days, 3) fully fund all 3 positions for the entire fiscal year which will require us to find  
563 some more money beyond the cable fund the way it is currently structured. Town Manager  
564 Caron responded the way it is currently structured we will have to draw from the fund balance  
565 from the Cable Fund. Councilor Dolan said if we changed the structuring and not take the Cable  
566 Fund money and put it in the General Fund we would have a hole for which we will have to raise  
567 taxes to fill that hole. Town Manager Caron responded that is correct. D. Grover said she did  
568 not know when we stopped having money go into the reserve fund. She questioned if she  
569 understood correctly that the money is going into the General Fund. Town Manager Caron  
570 corrected her understanding , which is consistent to what the Council adopted last summer is that  
571 of the 5%, 3.5% goes directly into the cable fund, 1.5% goes into the General Fund. D. Grover  
572 said that is not what she read in the Resolution she has. She said it was her understanding that  
573 that arrangement was for only one year. Town Manager Caron stated that the Council's position  
574 was for one year to be looked at again this year. D. Grover agreed with that. Councilor Green

575 said he did not like taking the money out of the cable fund and asked if we could look at this on a  
576 regularly yearly basis. The budget has it already in there, we have to figure out where that  
577 money is coming from. He said he is uncomfortable with having money in the budget and  
578 having the position being eliminated. That is not what we agreed to; we agreed to look at it on a  
579 yearly basis. Chairman O’Keefe said this is just being looked at it is only a proposal; \$104K is  
580 already budgeted. Town Manager Caron referenced page 4, item 4 in the budget book where he  
581 writes 2 policy decisions have to be considered by Council: the proposed budget includes 2  
582 positions and the Council is encouraged to continue its support of Resolution #2011-05 by  
583 sharing franchise fee revenues between the Cable Division and the General Fund. That is his  
584 recommendation in this budget. Chairman O’Keefe asked where salaries are paid from for the  
585 cable; he responded all financial transactions are paid from the Finance Office. The cable funds  
586 are paid from special revenue funds (franchise fees and equipment grants). The franchise fees  
587 are roughly about \$90K a quarter and the equipment grant is \$28K totaling \$388K. Chairman  
588 O’Keefe asked the Town Manager if he draws the salaries for the 3 employees out of the Special  
589 Revenue Funds, the Town Manager responded yes. Councilor Green clarified that the tax payer  
590 does not pay for the salaries, it comes out of special revenue funds which come from cable.  
591 Chairman O’Keefe asked what are the salaries and benefits for the three cable employees. S.  
592 Hickey responded it is \$158,067.00 for FY12 for 3 employees for salaries only. Councilor Dolan  
593 said today is a budget workshop, it is not the final budget, there are additional budget meetings  
594 scheduled culminating into the ballot. What we are talking about today is nowhere near where  
595 we are going to end up. Councilor Freda asked if the Cable Division has its own undesignated  
596 fund balance, D. Caron responded yes there is \$535,728.00 in it as of 6/30/11. Councilor Freda  
597 referenced the line item for replacements and upgrades for \$52K and suggested eliminating that,  
598 using those monies for the trainer’s salary and if you want that equipment take it out of the  
599 Undesignated Fund Balance (UFB). Councilor Farrell responded if D. Grover wants to keep that  
600 position he would suggest doing that. Either make your choice, take the person, take the  
601 equipment or take it out of the UFB and come back and talk to us when the decision is made.  
602 Budget member Dan Lekas questioned that if the default budget is passed will the trainer  
603 position be eliminated. Town Manager Caron responded no; the Sewer, Cable and Police Details  
604 are in the Special Revenue Fund and not part of the default budget. Councilor Dolan said at last  
605 year’s budget we were faced with reducing Cable personnel by 1. D. Grover said we had a very  
606 valuable employee that we would lose in that process it would be difficult to replace her. Since  
607 she was planning to retire in a year we would have to hire someone to replace Dottie. Council  
608 agreed to keep the money in the budget for a year to bridge to Dottie’s retirement and maintain  
609 the valuable employee. We received new information today that our original assumption was  
610 wrong; the budget obligation to Dottie would end in 6/12. Now we are hearing that it is probably  
611 going to be 9/12. If we want to maintain the same logic from last year that requires us to  
612 lengthen the bridge from 12 months for Dottie to 15 months to take us to 9/12. He suggested  
613 following the logic from January of this year. Councilor Farrell brought up the fact that  
614 according to the 1/17/11 Council minutes Pauline Caron said with D. Grover’s retirement next  
615 year it will leave only 1 employee in the cable department if the training coordinator position is  
616 eliminated. She stated that the school department will take over the cable which is what the  
617 school wants. Councilor Green clarified that we are talking about \$40K for one more year from  
618 the Cable Fund, we are asking to keep everything the way they are for one year. D. Grover said  
619 if the withdrawals continue the department will be unable to self-support. Programs will be  
620 gutted or the taxpayers will be asked to support the department.  
621



622 Recreation – Proposed budget for FY13 is \$139,011.00. There is an increase in part-time  
623 salaries, water expenses, and maintenance and repairs. There is a decrease in the General  
624 expense. The overall increase is \$4,687.

625  
626 Senior Affairs – Proposed budget for FY13 is \$51,304.00 and it is level funded. It was pointed  
627 out that there is a growing number of seniors in the community. The PowerPoint slide listed the  
628 hours at the Senior Center; the different programs offered; and the fundraising events.

629  
630 Library – Library Director Barbara Ostertag-Holtkamp and the Trustee of the Leach Library  
631 Secretary Pauline Caron were presenting. The proposed budget for FY13 is \$1,305,016.00  
632 which is \$100K over the default budget. B Holtkamp said they had a productive year and  
633 proceeded to give vital statistics. They requested increases in salaries for part time employees  
634 and the related mandatory benefits. The line items are level funded. She proceeded to review  
635 the deductions made by the Town Manager in his proposed budget. Councilor Green asked why  
636 there were such large increases in the part-time salaries to amount to \$130K. B. Holtkamp said  
637 last year they decreased the library budget and hours. They eliminated 2 full-time positions; they  
638 used to have 10 now have 8 and increased part-time staff so they don't have to pay for  
639 health/medical/retirement, etc. B. Holtkamp said you are looking at the budget you have to look  
640 at what the default budget would have been if they had not changed any positions. If they had  
641 eliminated the 2 full-time positions our default budget in full-time salaries would have been  
642 \$579,455.00. Councilor Farrell said the default budget is for the town it is not by individual  
643 departments. If you start comparing what we have done, so you actually look at the numbers to  
644 understand them. If you go with the budget we've eliminated different positions it gives you sort  
645 of an erroneous dollar position of what we've saved in each line item. You are not really  
646 comparing the same thing. Councilor Farrell said they should provide all the detail so they could  
647 see it. Councilor Green reviewed the costs of the part-time employees. B. Holtkamp said if they  
648 had not changed and eliminated the full-time positions the salary line item would be \$579,  
649 455.00. Health insurance instead of being \$118, 248 would have been \$146,347.00 Life  
650 insurance would have been \$9, 542.00 as opposed to \$8,158.00. Dental insurance would have  
651 been \$11,234.00 instead of \$9,430.00. Retirement in that line item would have been \$50,992.00  
652 instead of \$44,611.00. By eliminating those 2 full-time positions it is a total of \$110, 185.00. If  
653 we left the part-time positions at 10 instead of 12 it would have been \$202,541.00. Added two  
654 part-time positions for \$91,897.00 with an on-call custodian of 5 hours a week so that is  
655 \$5,200.00. Those two part time positions were re-classified to "Library Technicians" as opposed  
656 to "Library Assistant" that allows them more flexibility for scheduling. They promoted 2  
657 individuals from "Library Assistant" to "Library Technicians". They were hoping to get back 4  
658 of the 8 operating hours lost in last year's budget. To do that they would increase part-time  
659 employees hours which is \$20,760.00. Councilor Green questioned the Town Manager's  
660 reductions. Town Manager Caron responded it was reduced to a nominal increase regarding any  
661 other department's budget in personnel. He said what you see is what he received from the  
662 Library, he did not have the benefit of what their long term plan was. When he sent his  
663 instruction to the departments he said everything is the same from FY12, the Council wants to  
664 see what your needs really are, if there are any deltas please specifically identify them.  
665 Unfortunately he didn't receive that from the library so he had to presume that they wanted to  
666 maintain a regular operating budget. He looked at the increase in a typical town department  
667 regarding their increases for personnel and applied that increase to the library personnel. He said  
668 he took it out of one line item to make it easier at this stage of the game. Once Council makes its  
669 recommendation we can allocate any adjustments. Councilor Green said it is still an increase no

670 matter what line it goes on. Town Manager Caron said his recommendation is 3% for the  
671 Library. Councilor Farrell said unless the Library Director gives detailed information so they can  
672 review this he will vote to give them the same budget as last year. If detailed information is  
673 provided he will review it. B. Holtkamp said every year she submits a list of exactly what goes  
674 into the Personnel Dept. in terms of personnel to the Finance Department so they can do the  
675 benefits every year. That detail is in it every year. Councilor Farrell stated the numbers  
676 provided are not adding up so they need the numbers. Town Manager Caron stated that they did  
677 receive a list employees but that does not tell them how they are going to be deployed. He  
678 suggested giving she share an analysis of how she deployed her current employees by listing  
679 hours and positions and what your plan is for FY13. With that information it will give a good  
680 idea of how the resources will be deployed in the new way and any impacts that will benefit  
681 services. Chairman O'Keefe said you are asking for \$100K more this year. B. Holtkamp  
682 responded they were hoping to get 4 hours back and they would like to get back to what they had  
683 in materials. Councilor Farrell said they overspent on that line by \$13K. B. Holtkamp  
684 responded they did but they have been trying to bring the collections up to an adequate level for  
685 the public, that is what they want and that is what they give them. They also gave back \$35K to  
686 the budget as requested by the Town Manager. Councilor Dolan said the net increase in the  
687 part-time salaries of \$125K, so you have reduced full time by \$35K. It almost seems it would be  
688 better to keep the full-time employees. B. Holtkamp replied no because we don't have to pay  
689 health, retirement, etc. T. Joncas asked if the roof issue and HVAC issues have been rectified.  
690 Town Manager Caron replied we try to allocate about \$18K a year from the Expendable  
691 Maintenance Trust Fund for general repairs and they have been rectified. Councilor Green asked  
692 where the late fees for books go, B. Holtkamp responded it goes into the book account. She gave  
693 Council a copy of her Annual Report and it gives a breakdown of everything. Councilor Farrell  
694 said a while ago they passed a Resolution asking for what the digital outlook for the library is  
695 and what your long term plans are, he asked if we will be seeing it anytime soon. She responded  
696 she has something he can look at right now. Councilor Farrell asked her if she will be coming  
697 into a Council meeting to make a presentation. She said she e-mailed the Town Manager and  
698 was told to do it as part of her budget presentation. Councilor Farrell said he would like to see it  
699 as a separate agenda at another meeting. The Town Manager was instructed to put it in as an  
700 agenda item within the next month. Councilor Farrell and Chairman O'Keefe said he would like  
701 to see more detail for the 7% increase in budget format in detail. Chairman O'Keefe asked her  
702 if she could do that. She replied she didn't know where the 7% comes from. Councilor Green  
703 said he wants to know why her budget goes from \$1,264,546.00 in FY12 to \$1,358,898.00 for  
704 FY13. Councilor Dolan said he would like to see the savings from a full-time employee to part-  
705 time employee for benefits and salaries, he would like to see more detail for salaries and benefits.  
706 Chairman O'Keefe asked B. Holtkamp if that was something she could get to the Town Manager  
707 to review, she responded yes. Pauline Caron mentioned that the Library was at capacity during  
708 the last snow storm. She stated that they changed hours on Fridays & Saturdays from 10AM-  
709 2PM instead of closing one full day to accommodate the people who work out of town. She said  
710 B. Holtkamp has been very good at cross training all her employees, she is good at saving  
711 money. She also mentioned that the Council liaison has not been coming to the Trustees  
712 meetings. Councilor Farrell said an employee by the name of David has provided him with  
713 excellent service and his family has never had a negative experience with any employee at the  
714 library. He said his problem is if they want \$100K he wants to see the detail. Chairman of the  
715 Budget Committee T. Joncas said he wants to see the details so the Budget Committee can  
716 understand it.

717

718 Councilor Farrell said we have a possible increase in the default budget of 2.6%. We are going  
719 to be challenged to get below that or near it because the voters are going to get to decide. We  
720 can't go by a default budget by department we have to understand what the voters are going to  
721 do and what is going to happen at the Deliberative Session which is new to us.  
722

723 Family Mediation – S. Hickey explained it was dissolved in 2011.  
724  
725  
726

727 **Councilor Farrell made a motion to adjourn at 3:35PM, second, Councilor Green.**  
728 **Council's vote 5-0-0.**  
729

730 **Notes and Tapes by:** Margo Lapietro **Date:** 11/19/11

731 **Minutes Typed by:** Margo Lapietro **Date:** 11/30/11

732 **Approved;** Town Council **Date:**  
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735

DRAFT

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**TOWN COUNCIL  
AGENDA  
November 21, 2011**

The Town Council meeting was held in the Moose Hill Council Chambers, Town Hall, 268B Mammoth Road, Londonderry.

PRESENT: Town Council: Chairman, Sean O’Keefe; Vice Chairperson, Joe Green; Councilors: Tom Dolan, John Farrell, Tom Freda (7:29PM); Town Manager Dave Caron; Assistant Town Manager – Finance & Administration, Sue Hickey; Executive Assistant, Margo Lapietro.

Budget Committee Members: Chairman, Todd Joncas; Vice Chair, Richard Dillon; Secretary, Lisa Whittemore; Chris Melcher; Tom Dalton; John Curran (7:07 PM).

**CALL TO ORDER – PUBLIC SESSION**

Chairman O’Keefe opened the meeting at 7:01 PM with the Pledge of Allegiance. This was followed by a moment of silence for the men and women fighting for our country.

**PUBLIC COMMENT**

Melanson, Heath and Company, FY11 Audit – Assistant Town Manager/Finance Director Sue Hickey introduced the town auditors from the CPA firm of Melanson, Heath and Company, PC; Frank Byron the President of the firm and Karen Snow the Audit Manager. F. Byron walked the Council through the Comprehensive Annual Financial Report (CAFR) for FY11. Page 13 is an award for the prior year received from the Government Finance Officers Association. The town has received this for the past 8 years and the town should be commended for it. He commented that the audit was done very quickly. Councilor Farrell asked what the other towns do. K. Snow said our books were closed and reconciled in less than 30 days which is an accomplished task. F. Byron said most towns have a goal of getting it done within 4-6 months. F. Byron said Pages 17 – 25 is the management discussion and analysis. That section attempts to put into words what the numbers say in the financial statements. It attempts to summarize the results of operation for all the major funds; it discusses some of the budget policies; some debt policies; capital assets; fixed asset policies; major initiatives that are going on. There are some trends listed as well. He talked about the “OPEB” liability which is a new reliability that is the result of an accounting principal that came out about 3 years ago called the Government Accounting Standard Board State 45 (GASB45). It requires any liability for employees in their retirement, any benefit they get for health insurance has to be actuarially tracked. The town doesn’t directly pay anything for its retirees for health insurance benefits; however the retirees can participate in basically a COBRA type program in the health insurance. The reason there is a liability here is because the retirees become part of the same pool as regular employees and because retirees tend to be more expensive if they were to get their own insurance, not being part of the town’s pool. As a result the town’s rate goes up. Page 30 has a lot of meaningful information; it is the balance sheet submitted on a fund accounting basis which is the way the town and the Dept. of Revenue (DRA) looks at the books when they determine the amount of the fund balance that is available

44 for reducing the tax rate or for other sources. He reviewed the Assets that have a cash balance of  
45 about \$40M. He said all the receivables listed are protected receivables and the town is accruing  
46 interest on the unpaid balance at a high interest rate so the town will ultimately collect those  
47 dollars. He talked about the deferred revenue under the Liabilities and Fund Balances. It is an  
48 offset to the receivables; the \$941,005.00 represents the property tax receivables that existed 2  
49 months after year end. It shows up as deferred revenues because its revenues that were deferred  
50 until you openly collect those property taxes. When they are collected they will be considered as  
51 revenue at that point. He pointed out that the thing that is significant with this account is that  
52 generally accepted accounting principles say that it should be reported as a liability. The DRA  
53 when they look at the fund balance to determine the amount that is really available as a funding  
54 source, they add that number to the fund balance. They look at it as the town will be ultimately  
55 collecting those dollars. Taxes collected in advance are taxes collected in the 2012 year in the  
56 amount of \$29,069,577.00.

57  
58 The Unassigned fund balances used to be called Undesignated Fund Balance. That is probably  
59 one of the most important numbers in the amount of \$3,309,342.00 because that is used as the  
60 starting point for the calculation of the amount of fund balances available to the funding source if  
61 you want to reduce tax rates or for Capital purposes which is what is typically used. It is down  
62 about \$660K from last year. It is still a very strong balance. The bond rating agencies pay  
63 attention to the fund balance. They like it to be in the 5%-10% range of the budget. At \$3.3M it  
64 is 11% of our budget so it would be a very strong balance. The bond ratings received recently  
65 indicate that. They are impressed with the fact that when we use some of the fund balance we  
66 use it for capital items, we don't just use it to reduce the tax rate. The DRA will take the \$3.3M  
67 and add that deferred revenue liability of \$941,005.00 to that. They would look at the fund  
68 balance of about \$4.2M. Page 32 is the income statement and he referenced the net changes in  
69 fund balances, revenues were short by \$1.6M due to a lot of carry forwards from the prior year  
70 that was spent in the current year. It showed up as a loss. The rest of that loss is the use of fund  
71 balance during the year as an expense. Page 34 summarizes the budget but there is a more  
72 detailed line by line summary on pages 80 & 81. Appropriations and Expenditures are also on  
73 page 34 but a detailed summary is on page 82 & 83. He said our revenues were short but due to  
74 timing differences the expenditures related to the prior year do not get listed in this area.  
75 Incumbencies at the end of the year get treated as if they were expended; it is strictly dealing  
76 with the 2011 budget. The revenues were short by \$182,144 however \$843,769.00 was not spent  
77 at the end of the year. Subtract the shortfall of revenues from the money not spent leaves  
78 \$661,625.00 which added to the fund balance. We still do have a strong fund balance. F. Byron  
79 said they have a Management Letter that offers recommendations. He recommended not letting  
80 the reserve fund go down because bond companies look at that. Councilor Dolan asked for a  
81 comparison of Londonderry to other communities. F. Byron said in financial strength we are in  
82 very good shape, the town does a very good job managing its fund balances, the town does a  
83 very good job at maintaining its books, not a lot of communities compile a CAFR in NE, we are  
84 one of the 7-8 towns that do it. GOFA evaluates the CAFR and they provide a critique;  
85 Londonderry has just had minor things. Financial operations are maintained well, the numbers  
86 look good.

87  
88 K. Snow said the management letter indicates no serious weaknesses or deficiencies. She said  
89 there were just 3 issues. The first was a repeat of last year which dealt with continuing the  
90 process of improving how we report encumbered bonds. This is a weakness in the New World  
91 software. S. Hickey has been working hard to fix that. The second recommendation is tracking

92 grants particularly federal grants that must be tracked because if you spend over \$500K in  
93 federal grants in a year you have to have what is known as a “single audit” or a federal grant  
94 audit that needs to be completed. They should be tracked and identified if they are federal or  
95 state grants. The third item is to consider the segregation of duties related to shared accounts in  
96 the finance and treasury functions. NH has elected Treasurers, the town has a Municipal Code  
97 that defines their duties, make sure their role is in compliance with the Municipal Code. Town  
98 Manager Caron said he will review the Municipal Code and come back to the Council. K. Snow  
99 repeated none are considered to be significant deficiencies. Councilor Farrell referenced the  
100 Treasurer position and said we don’t have to do anything, we are not in violation of anything if  
101 we choose to keep that authority with the Treasurer. K. Snow replied that was correct it is a  
102 matter of making sure that the Treasurer is doing what is stipulated in the Municipal Code.  
103 Councilor Dolan referenced page. 28 in the CAFR about the OPED liability of \$1,843,213.00.  
104 He asked if there were any other towns that have that as a funded liability. F. Byron said nobody  
105 has been funding what the actuaries are suggesting. Councilor Dolan said that he understands we  
106 are paying for that out of operating expenses on an annual basis as it occurs. F. Byron said that  
107 is correct through the premiums for employees. Councilor Dolan asked if that was acceptable  
108 and F. Byron said it is consistent with what other towns are doing. From a conservative point of  
109 view it is always better to fund liabilities. The actuaries are looking at it, and it is being reported  
110 in the annual financial statements. He said the \$8M compared to other communities is tiny. The  
111 actuaries say right now we should have \$8M in the bank. You are given 30 years to fund it; it is  
112 weighted heavily in the first 3 years. The \$1.8M is the first three years of that funding schedule  
113 which is about \$600K. Councilor Dolan said if we continue to fund this like other towns in NH  
114 out of each year’s operating budget is there any negative impact to our cash availability, what do  
115 you see as dangers going forward with our current way of doing business. F. Byron said the fact  
116 that we have that unfunded liability that is building will ultimately reach about \$8M, that is it. It  
117 is a liability that only gets reported on the accrual basis page of the CAFR, it does not get  
118 reported as a liability in the general fund. It will never take away from the undesignated fund  
119 balance. F. Byron said the whole point of GASB45 was to just bring this unfunded liability to  
120 light. Councilor Freda clarified that we don’t pay into the health fund for retirees, we just have  
121 an obligation. K Snow clarified that we don’t make any direct payments but because the retirees  
122 receive the same rate as your current employees for health insurance, there is an implicit subsidy.  
123 If they are in the pool then you are going to assume their rates will be higher so they will raise  
124 the rest of the pool with them. Councilor Freda asked then who pays their benefits. F. Byron  
125 said the town is paying the benefit through your current employees insurance. Discussion  
126 ensued about the GASB45. Chairman O’Keefe thanked the Town Manager and Staff for an  
127 excellent job on the CAFR.

128  
129 Bill Pingree, 39 Hardy Rd asked if Resolution 2011-18 will be a decision vote and public input  
130 on 12/5. Chairman O’Keefe explained the Resolution will have a public read only tonight, if the  
131 Council votes to send it to a public hearing/public input on 12/5 it will go forward. B. Pingree  
132 said the prior meetings dealt primarily with the fact that the businesses were getting preferential  
133 treatment over the residents. B. Pingree recommended tabling the Resolution because there is a  
134 documented issue that Fire Marshall Johnson brought up saying not re-naming Harvey Rd.  
135 presents a safety issue. He said it is in the meeting minutes of 10/24/11, he suggested reading  
136 through the meeting minutes from mid-August to the present. Councilor Green asked if  
137 changing the street name was not acceptable – would a variation of that name be acceptable – B.  
138 Pingree said they are not acceptable to the changes and he expressed concern that it would cause  
139 more confusion to emergency vehicles. Chairman O’Keefe asked him what his suggestion is

140 dealing with the E-911 issue. B. Pingree said he understands it is only a recommendation, it is  
141 not a mandate.

142  
143 Curtis Bowles, 57 Hovey Road said he feels you should let the people talk about the name  
144 changes on the roads. Chairman O’Keefe explained it will be read tonight and if Council votes it  
145 will be read a second time and open to the public for comments on 12/5/11. If we kill it tonight  
146 then it is dead. Councilor Farrell said it can come back and the people can come back and voice  
147 their opinion at that time. Councilor Dolan explained the process to him.

148  
149 **PUBLIC HEARING**

150  
151 None Scheduled

152  
153 **OLD BUSINESS**

154  
155 None Scheduled

156  
157 **NEW BUSINESS**

158  
159 **Resolution #2011-18 – Relative to Renaming Hardy Road and Hovey Road** Councilor Green  
160 **made a motion to move, second by Councilor Dolan for discussion.** Councilor Farrell said he  
161 does not see a necessity for a change; there is a historic value to the roads, there has to be another  
162 way to work through it. The cemetery located on that road has Mr. Pinkerton buried in it.  
163 Councilor Dolan questioned that this is a recommendation from the state; our Resolution speaks  
164 to the non-compliance. Town Manager Caron said the State 911 system had adopted standards  
165 by which they encourage all municipalities to follow to reduce the potential for errors when  
166 dispatching public safety equipment. They have a list of criteria which our Street Naming  
167 Committee has identified these streets that should be considered for a name change per the 911  
168 criteria. The Committee has been in front of the Council a number of time but the standards are  
169 not mandatory. Councilor Dolan asked Londonderry Fire Chief MacCaffrie about the frequency  
170 of recurrences where there have been errors regarding Harvey, Hovey and Hardy. He responded  
171 none in recent times other than Harvey; the business was not on the street but on No. Wentworth.  
172 He explained with the use of cell phones when you speak to a 911 operator nothing comes up on  
173 their computer screen other than the location of the cell tower, therefore you have to say the  
174 word of the address. By speaking the name some confusion can happen. Councilor Dolan said  
175 this recommendation is made based on their 911 interpretation of a confused interpretation; there  
176 is no history of problems. There are definitely areas in town where there is some confusion; he  
177 is not comfortable with this change unless we get supplemental information that says that is  
178 occurring on these three roads. Chief MacCaffrie said they do this for the safety issue; there is  
179 the possibility of errors on the streets. Councilor Freda asked if the Taskforce changed the name  
180 based on the criteria of the commonality of the names. Town Assessor Karen Marchant said  
181 those three streets were chosen due to their similar sounding names when calling for the service  
182 of fire/police. She said she can’t say that anyone has gone to the wrong property, but the roads  
183 have come across the airways and have been confusing to the police officers and sited an  
184 incidence in October or early November when the first responding police officer was going to  
185 the correct address but the second responding officer was going to the wrong street. Dispatch  
186 corrected the second officer. Lt. Tim Jones of the Londonderry Police Department said not all  
187 cruisers have mobile data terminals. A call is sent via radio first then through the terminals.

188 Councilor Green asked him if he has had any issues come to mind with these 3 streets. Lt. Jones  
189 responded he couldn't recall any specific instances but the dispatchers have adapted to it but  
190 some incidences have happened. Councilor Green said they are similar sounding names but if  
191 we have not had any issues why do anything about it. Chairman O'Keefe said we have a lot of  
192 back-ups in place with the dispatchers, he does not agree to it. Councilor Farrell said if the  
193 committee can come up with something that makes sense historically then OK. Chairman  
194 O'Keefe said he would like to table the idea, he does not think it is an issue. Councilor Dolan  
195 said he going to vote no tonight, leave the subject open and get more data e.g. how many  
196 incidents occurred over so many years. Councilor Dolan made a motion to take a vote.  
197 Chairman asked the Town Manager to get the Dispatch Committee the information to prove  
198 there have been problems. He would like to know the back-ups used when dispatch makes the  
199 call. **Councils vote 0-5-0.** The motion fails there will not be a hearing on 12/5/11. Chairman  
200 O'Keefe explained to the public that they instructed the Dispatch Committee to get more  
201 information on it if it is an issue and get the methods used in Dispatch to send vehicles to those  
202 roads. Councilor Dolan explained the Resolution is dead it can come back to us with a  
203 recommendation from staff or the Town Manager, a new one will have to start from scratch.  
204

205 **Ordinance #2011-11 – Relative to Revisions to the Municipal Code, Title IV, Chapter IV**  
206 **Junk Yards/Dealers; Title IV, Chapter IX-A, Individual Sewage Disposal Systems; Title II,**  
207 **Chapter III, Special Regulations; and Title VI, Chapter IV, Safety Regulations.** Councilor  
208 Freda read the first reading, second reading/public meeting scheduled for 12/5/11 and made a  
209 motion to accept, waive the reading of the summary, second Councilor Green. Council's  
210 vote was 5-0-0.  
211

212 **Resolution #2011-19 – Relative to the Establishment of the Solid Waste and Environment**  
213 **Committee** Councilor O'Keefe read the first reading and made a motion to adopt, second  
214 Council Farrell. Council's vote was 5-0-0.  
215

216 **Ordinance #2011-12 – Relative to an Amendment to the Zoning Ordinance regarding the**  
217 **Demolition Delay Ordinance** - Councilor Dolan read the Ordinance and made a motion to  
218 adopt, second reading public hearing 12/5/11, second Councilor Farrell. Council's vote 5-  
219 0-0.  
220

221 **FY13 Budget Review** – Town Manager Caron said he had 10 action items from Saturday's  
222 budget workshop. He stated if there are any more questions to get them to him ASAP for the  
223 budget workshop scheduled on 11/28. At the conclusion of the budget workshop scheduled for  
224 12/1/11 he said he will need votes from Council for the vote on the preliminary budget  
225 recommendation for the first public hearing on the budget scheduled for the beginning of the  
226 year.  
227

228 Town Manager Caron reviewed the items that they were getting additional information on: bring  
229 back the ambulance fee Resolution; the library needs to provide documentation on how their  
230 budget is going to be expended; LFD is investigating the costs of additional personnel versus  
231 overtime and the impact of providing ambulance service to Litchfield; looking at the issue of  
232 SAU funding for the LPD's request for an additional SRO; Town Clerk is looking at the issue  
233 of the impact and expense of providing 3 polling places in the community; the Budget  
234 Committee will be setting up a process to have a liaison attending union negotiations or setting  
235 up a non-public meeting to discuss negotiations with the Town Manager; Library Director will



236 come in front of the Council on 12/5 to review her technical plan; working on the road bonding  
237 and transition to property tax funding; developing on what recommendations would be if the  
238 town decides to adopt the default budget. Councilor Green talked about the need for enhanced  
239 special need medical items at the emergency shelter. Town Manager Caron said the LFD Chief  
240 is doing that and attempting to identify grant monies for that. Councilor Freda asked the Town  
241 Manager if he was doing an analysis of the road bonds and he responded yes. Budget Committee  
242 Chairman Todd Joncas said at this time they don't have any more to add to Saturday's budget  
243 workshop but will have more recommendations going forward. John Curran said he needs more  
244 information on the Management Service Account, he said he will talk to S. Hickey about it  
245 because sometimes things go into it that can be cut. Councilor Farrell asked how overtime  
246 salaries will look like going forward with 4 additional firefighters. Training and benefits are  
247 going up, can he look at that; cleaning and maintenance is going up 26%, can he look at that.  
248 The cable studio staffing issue should be looked at. Chairman O'Keefe said it would be great  
249 if the Town Manager can give us an idea of what the default will look like and what it will take  
250 to get there. There is a real possibility we will recommend a budget and it might not pass and the  
251 taxpayers will go for the default. Town Manager said if Council or the Budget Committee has  
252 questions to e-mail them to him between today and Monday.

253  
254 **APPROVAL OF MINUTES**  
255

256 **Minutes of Council's Public Meeting of 11/07/11 - Councilor Dolan made a motion to**  
257 **approve the public meeting minutes of 11/07/11, second Councilor Farrell. Council's vote**  
258 **was 5-0-0.**  
259

260 **OTHER BUSINESS**  
261

262 Liaison Reports - Councilor Farrell went to the ribbon cutting of the Ray Wieczorek Way with  
263 the Town Manager.  
264

265 Town Manager Report – Town Manager Caron recommended establishing a date for the report  
266 from PSNH for the Halloween storm damage for Saturday 1/7/12. Chairman O'Keefe explained  
267 this meeting would involve the Council, the public, and PSNH. Councilor Dolan asked if the  
268 PUC will be involved, Town Manager Caron said he has to communicate with them to see to  
269 what extent they want to be involved. Councilor Dolan asked if we qualified for any FEMA  
270 grant money and S. Hickey responded yes, they are filling out grant paperwork. Town Manager  
271 Caron stated that at this time we do not know what that amount will be. Councilor Dolan asked  
272 if the brush clean-up would be included. Town Manager Caron said that is the variable.  
273  
274

275 Board/Committee Appointments/Reappointments  
276

- 277 1) Re-appointment of Paul Donehue to the Londonderry Housing and  
278 Redevelopment Authority, 5 year term to expire 12/31/16
- 279 2) Re-appointment of Martin Srugis as an Alternate to the Solid Waste Advisory  
280 Committee, 2 year term to expire 12/31/13
- 281 3) Re-appointment of Mary Soares to the Planning Board, 3 year term to expire  
282 12/31/14.

- 283 4) Re-appointment of Janet Cichocki to the Heritage Commission, 3 year term to  
284 expire 12/31/14.  
285 5) Re-appointment of Deb Nowicki to the Londonderry International Exchange  
286 Committee, 3 year term to expire 12/31/14  
287 6) Re-appointment of Jay Hooley to the ZBA, 3 year term to expire 12/31/14.  
288 7) Resignation of Rosemary Dann from the Londonderry International Exchange  
289 Committee.  
290 8) Resignation of John Wissler from the Solid Waste Advisory Committee.  
291 9) Resignation of Vicki Keenan from the ZBA.  
292 10) Appointment of Martin Srugis to the Southern NH Planning Commission as an  
293 Alternate Member, term to expire 12/31/12.  
294  
295

296 **Councilor Dolan made a motion to accept all the above, second Councilor Farrell.**

297 Councilor Green thanked the people who resigned. Chairman O'Keefe thanked everyone who  
298 signed up again. **Council's vote was 5-0-0.**  
299

300  
301

302 **ADJOURNMENT**

303  
304 **Councilor Farrell made a motion to adjourn at 8:43 PM, second Freda. Council's vote was**  
305 **5-0-0.**  
306

307 **Notes and Tapes by: Margo Lapietro Date: 11/21/11**

308  
309 **Minutes Typed by: Margo Lapietro Date: 12/01/11**

310  
311 **Approved by: Town Council Date: 12/ /11**  
312  
313