

**I. RECOGNITION**

- A. The City recognizes Cathleen C. Beaudoin as a full time employee of the City of Dover who currently serves in the capacity as Library Director.
- B. No amendment, alteration or variance of the terms or provisions of the Memorandum of Understanding shall bind the parties hereto unless made and executed in writing.

**II. PURPOSE**

The general purpose of this Agreement is to set forth agreements reached between the City and Cathleen C. Beaudoin with respect to wages, hours and other terms and conditions of employment.

**III. STABILITY OF AGREEMENT**

Should any article, section or portion thereof, of this Agreement be declared invalid because it is in conflict with a federal or state law or be held to be unenforceable by any court of competent jurisdiction, such determination shall apply only to the specific article, section or subsection thereof which has been declared invalid or unenforceable, but neither party is required to make concessions in order to reach agreement on the specific article, section or subsection in question.

**IV. HOURS OF WORK**

It is agreed that Cathleen C. Beaudoin shall work the number of hours necessary to effectively carry out the responsibilities of the position held. Schedules shall provide for flexibility and shall allow appropriate compensatory time off during normal business hours in exchange for excessive hours of work performed at times other than normal business hours.

**V. INSURANCE**

**A. Long-term Disability (LTD):**

- 1. The City shall provide at no cost to Cathleen C. Beaudoin long-term disability income insurance equal to three-fourths (3/4) of her monthly salary.
- 2. Such insurance will be effective with the first installment payable 30 calendar days after expiration of her benefits as provided in Article VII:

LEAVES OF ABSENCE, "Personal Sickness and Accident Disability" or beginning on the ninety-first (91st) working day due to expiration of her regular rate of pay benefits.

3. In no event shall the combination of LTD benefits and/or City pension and/or Worker's Compensation exceed three-fourths (3/4) of Cathleen C. Beaudoin's monthly salary.
4. LTD benefits will terminate if the condition for which paid ceases to exist or at the age of 65, whichever is sooner.

B. Acts and Omissions:

The City shall indemnify and hold harmless Cathleen C. Beaudoin from any and all losses, including attorney fees and other expenses of defense, in connection with any claim, demand, action, suit or judgment arising out of any act or omission by her if, at the time of the act or omission, he/she was acting within the scope of her employment.

C. Life Insurance:

The City shall provide Cathleen C. Beaudoin, at no cost to her, with term life insurance, in an amount twice her annual gross wage rounded off to the next thousand with double indemnity for accidental death caused or occasioned by a job-related accident. In addition, this will be available after retirement or resignation at her own expense.

D. Medical Insurance:

1. The City shall provide to Cathleen C. Beaudoin the same health and dental insurance plans as offered to all City employees with the same co-pay provisions.
2. Upon retirement, the City shall provide, at no cost, the group health and dental insurance benefit plan to which she subscribed prior to retirement for the remainder of her natural life. In the event the City adopts a successor plan, the retired member coverage may be modified in accordance with the terms and conditions of said successor plan, at no cost to her.

## VI. GENERAL LEAVE PROVISIONS

Cathleen C. Beaudoin shall be entitled to 40 days annual leave per year which shall be construed as incorporating all previous leave granted in the prior agreement.

Accrual shall be unlimited. At the time of termination, she shall have the right to liquidate accrued General Leave at the then current rate of pay not to exceed two (2) years accrual. When accumulated leave in excess of twenty (20) days cannot be used by November 30 of each year, she may elect to receive an allowance at 100% in lieu of the remaining unused vacation.

All previously negotiated grandfathered accrued carry-over sick and vacation leave of 1185.50 hours will upon termination, resignation, death or retirement, be paid to the employee or her beneficiary for all unused grandfathered accrual at her current rate of pay.

## VII. LEAVES OF ABSENCE

Personal Sickness and Accident Disability:

### 1. Eligibility:

1.1 Cathleen C. Beaudoin will be eligible for Personal Sickness and Accident Disability benefits beginning with the sixth regularly scheduled workday of absence upon presentation of a physician's certificate based on the following schedule:

15 years but less than 20 yrs:	48 wks full pay
20 years +	52 wks full pay

1.2 If Cathleen C. Beaudoin wishes, grandfathered leave accrual may be utilized to supplement the provisions of 1.1 in the event the term of a disability exceeds the employee's eligibility schedule provided in 1.1.

1.3 Maintaining eligibility for the term of absence will require on-going evidence that the employee is under the on going care of a physician and following an approved recommended treatment program. Reinstatement from a disability absence will require a physician's certificate verifying the Employee's fitness for work.

### 2. Partial Disability:

2.1 In the event Cathleen C. Beaudoin is determined fit to return to work on a part-time basis, benefits for the difference between the part-time and full-time hours will be paid in accordance with the schedule

provided in 1.1 above. In no case shall the application of full and/or partial benefits extend beyond the benefit schedule provided in 1.1.

## VIII. SALARIES & MERIT

### A. Salary

1. Effective upon signing, the salary for Cathleen C. Beaudoin shall be increased to \$51,438.
2. Effective July 1, 1999 and each year thereafter, the City agrees to pay Cathleen C. Beaudoin an amount equal to her current salary plus all cost of living increases granted to all other City employees.

### B. Employee Merit Evaluation Program

#### Plan Administration:

1. Cathleen C. Beaudoin shall be evaluated annually on her service anniversary by the City Manager. Evaluations shall be completed in writing using the MERIT SYSTEM PERFORMANCE EVALUATION FORM provided in Attachment A not more than thirty (30) days prior to nor more than thirty (30) days after the employee's service anniversary date.
2. Interim evaluations may be conducted at any time during the evaluation year as necessary due to an employee being evaluated in any category as "Needs Improvement" or "Unsatisfactory". All such cases must be documented including identification of the performance deficiency, a specific plan and timetable for achievement or a rating of at least "Acceptable Performance" and statement of disciplinary action imposed, if any.
3. Overall responsibility for administration of the program shall be vested with the City Manager.
4. Upon completion of the above mentioned evaluation, Cathleen C. Beaudoin shall be entitled to a merit increase of either 2, 3, or 4% as determined by the City Manager.

**IX. SPECIAL BENEFITS**

If Cathleen C. Beaudoin leaves the employ of the City in any manner other than voluntary resignation or voluntary retirement, she shall be entitled to compensation equal to six (6) month's salary from the date of separation. This payment is exclusive of any other payments as outlined in Section VI.

**X. APPLICABILITY OF THE MERIT PLAN**

The provisions of the Personnel Plan of the City of Dover, commonly referred to as the Merit Plan, as amended and in effect on the date of the signing of this Memorandum of Understanding shall be in force and effect excepting in case of conflict with the provisions of the Memorandum of Understanding, in which case the provisions of the Memorandum of Understanding shall prevail.

Further the City confers all rights onto Cathleen C. Beaudoin as she may enjoy pursuant to City Charter as well as State Law relative to employment.

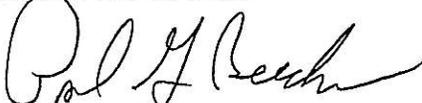
**XI. ACKNOWLEDGEMENT OF AUTHORITY**

The City of Dover, through its City Manager, hereby acknowledges its authority to enter into, and abide by, this Memorandum of Understanding in accordance with the Memorandum of Understanding's term of, or duration, regardless of the term of the City Manager who originally agreed to the memorandum.

This Memorandum of Understanding shall be in full force and effect commencing July 1, 1999. All of its provisions shall continue to govern the working relations between the City and Cathleen C. Beaudoin until such time as both parties agree to modify the agreement.

Signed this date: July 1, 1999

FOR THE CITY OF DOVER  
NEW HAMPSHIRE

  
\_\_\_\_\_  
P. G. Beecher, City Manager

DEPARTMENT HEAD

  
\_\_\_\_\_  
Cathleen C. Beaudoin, Library Director