ORIGINAL

2009 - 2010
AGREEMENT
BETWEEN
TOWN OF WOLFEBORO
AND
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES
LOCAL NO. 534

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AGREEMENT

THIS AGREEMENT is made and entered into by the Town of Wolfeboro, New Hampshire, and the American Federation of State, County and Municipal Employees, AFL-CIO, Local #534, representing certain employees of the Town of Wolfeboro, New Hampshire, who are members of the Bargaining Unit, as hereinafter defined.

THE PARTIES HERETO CONTRACT AND AGREE WITH EACH OTHER AS A RESULT OF COLLECTIVE BARGAINING AS FOLLOWS:

ARTICLE I
DEFINITIONS

In this Agreement, unless the context requires otherwise:

1. "Wolfeboro" or "Town" means the Town of Wolfeboro.

2. "Town Manager" means the Town Manager of the Town of Wolfeboro.

3. "Employee" means a permanent, full-time employee who is employed in a position in the Bargaining Unit certified by PELRB on June 8, 1984.

4. "PELRB" means the Public Employee Labor Relations Board of the State of New Hampshire.

5. "Union" means American Federation of State, County and Municipal Employees, Council 93, Local #534.

ARTICLE II
RECOGNITION

1. The Town of Wolfeboro, hereby recognized the Union as the exclusive bargaining representation pursuant to RSA 273-A for permanent, full-time employees in the Bargaining Unit as certified by PELRB Order, issued June 8, 1984. Excluded from recognition under this Agreement are all other employees of the Town of Wolfeboro. It is specifically agreed by the parties hereto that this Agreement applies only to those permanent, full-time employees in the job classifications set forth in said PELRB Certification.

2. All newly hired or appointed employees shall serve a probationary period of not more than nine (9) months as determined by the Town Manager. Probationary employees are not entitled to representation by the Union and are not covered by this Agreement. Upon successful completion of the probationary period and attaining full-

time employee status in one of the job classifications set forth in the first paragraph an employee is entitled to representation by the Union and to be covered by this Agreement. Matters concerning probationary employees are not subject to the grievance procedure.

ARTICLE III
NON-DISCRIMINATION; COMPLIANCE WITH LAWS

1. Compliance with Laws. The Union, the employees and the Town agree to abide by the terms of applicable State and Federal laws and regulations and local ordinances, including, without limitation by reason of enumeration, those pertaining to military leave; workmen's compensation; and strikes and job action under RSA 273-A.

2. Non-Discrimination. The Town and the Union agree not to discriminate in any way against employees covered by this Agreement on account of religion, race, creed, color, national origin, sex, age or physical handicaps except where age or physical conditions are bona fide qualifications for employment.

ARTICLE IV
MANAGEMENT RIGHTS

Except as specifically limited by an express term of this Agreement, the management of the Departments whose employees are members of this Bargaining Unit, in all their phases and details, shall remain vested exclusively in the Town Manager and any designated agents. The Town Manager and the agents shall have jurisdiction over all matters concerning the management and operation of the Department, including, but not limited to, the functions, programs and methods to be used for all of the operations for the Departments, including the use of technology; the standard of services to be provided, and the standards of productivity and performance of employees; the Departments' organizational structures, and the selection, direction and number of all personnel, use of contracting and subcontracting; as well as all rights retained by virtue of RSA 273-A. It is further specifically agreed that this Article is not subject to any grievance proceeding.

Delivery of services to the public in the most efficient, effective and productive manner is of paramount interest and importance to the Town and the Union. Such achievement is recognized to be a goal of both parties as they perform their respective roles and meet their respective responsibilities under this Agreement.

ARTICLE V
UNION MEMBERSHIP; DEDUCTIONS

1. No employee shall be required, as a condition of obtaining or retaining employment, to join or refrain from joining the Union. Any employee who voluntarily decides to join the Union shall continue membership for the duration of this Contract except that an employee may withdraw from membership at any time during the 15-day period prior to the expiration date of the Contract. The Union shall post written notice of this period for withdrawal on the Bulletin Board provided pursuant to ARTICLE XI.

2. The Town agrees to deduct, from employee payroll, union dues for any employee who individually and voluntarily authorizes such deductions. Requests for deduction shall be in writing, signed by the employee, on an authorization card supplied by the Union in a form acceptable to the Town. Deductions shall be made from the employee's paycheck on a weekly basis for the amount of dues for the pay period as certified by the Local Treasurer. The Town agrees to pay over to the Local Treasurer, the amounts so deducted on a monthly basis. Payment shall be sent by the 10th of the month for the previous month's deductions.

The Union shall promptly inform the Town of the correct name and address of the Local Treasurer. If an employee has no check coming in any pay period or if the check is not large enough after other deductions to pay dues, then no deduction is made for that employee and no payment is required by the Town. In no case is the Town required to collect fines or assessments for the Union beyond regular dues.

An employee may discontinue dues deductions by providing written notice to the Town Manager and the Union at least 7 days prior to the payday on which discontinuance will take effect.

If a dispute arises between an employee, the Union, or the Town Manager, or any combination thereof, the Union shall defend, indemnify and hold harmless the Town Manager and the Town in such dispute.

3. Effective January 1, 2005. Any employee who chooses not to pay Union dues shall pay to the Union a service charge for the cost of collective bargaining and contract administration. No part of this service charge shall be used for political donations. Said service charge shall not exceed Union dues of members, and the Union agrees to defend and hold the Town harmless should there be a dispute between an employee and the Union over the matter of agency fee deductions.

ARTICLE VI
PROMOTIONS; TRANSFERS; HIRING

1. The Town Manager has the sole right to hire personnel, fill vacancies, and make promotions and transfers, subject only to the following:

A. Vacancies in existing positions shall be filled with individuals meeting the defined position requirements and also successfully passing any prescribed tests or examinations. Position related qualifications being equal, the order of preference in filling a vacancy shall be:

(1) From within the Department having the vacancy;
(2) From the Town employees generally; and
(3) Through public notice.

B. Vacancies in existing positions shall be posted within the Department until the vacancy is filled from within the Department or the expiration of 5 working days, whichever occurs first. Thereafter, vacancies shall be posted in other Town Departments and advertised in such manner as the Town Manager determines.

2. The Town Manager reserves the right to delay implementation of any promotion or transfer for a period not to exceed 3 months when, in his sole discretion, the Town Manager determines that such promotion or transfer will result in a vacancy which will be difficult to fill or will otherwise adversely affect departmental operations or efficiency.

3. The Town Manager reserves the right to fill positions temporarily when necessary for the efficient operation of the Departments, provided that the permanent replacement is hired in accordance with this Article.

ARTICLE VII
SENIORITY; LAY-OFFS; REHIRING

1. Seniority. In this Article:

"Department seniority" means the length of time that an employee has been continuously employed within the same Department.

"Classification seniority" means the length of time that an employee has been employed within a particular grade classification.

Until an employee has successfully completed the probationary period, the employee shall have no seniority status. A probationary employee who becomes a

permanent, full-time employee shall have seniority computed from the date of original hire or from the date of hire into the new classification, as appropriate.

2. Lay-Offs. In the event of a formal job lay-off, specifically designated as such and authorized by the Town Manager, in any of the job classifications covered by this Agreement, the Town Manager reserves the right to determine the person(s) to be laid off in that job classification. Such decision shall be based upon qualification, skill, experience, training, performance of duties, physical fitness, difficulty in filling the position, effects upon Departmental operations or efficiency, classification seniority, and the length of times that an employee has been employed by the Town.

3. Rehiring. In the event of such a lay-off, when and if rehirings occur, qualified and available permanent employees who were laid off shall be provided the opportunity to be reinstated to their former position before new employees are hired.

ARTICLE VIII
HOURS OF WORK, OVERTIME, CALL BACK & STAND-BY

1. Hours of Work. The normal work week and work day for the employees in this Unit shall be as follows:

Department	Hrs. Per Day	Hrs. Per Week	Day Per Week
Electric	8	40	As Scheduled
Town Offices	7	35	As Scheduled
Public Works Dept.	8	40	As Scheduled

2. Overtime. Overtime shall be worked as assigned, except for due cause as determined by the employee's supervisor. In an emergency, it is expected that all able-bodied employees will work. In computing hours worked for the purposes of overtime, hours of work together with authorized leave shall be utilized.

3. Call Back.

A. Employees who are called back to duty after the conclusion of their regular workday shall be paid for a minimum of 3 hours of service at the rate of time and 1/2 their regular rate of pay.

B. If the need for service is less than 3 hours, the employee shall be guaranteed 3 hours at the time and 1/2 rate. In the event an employee is called back more than once during a single 3 hour period, the employee shall be paid only for 1 call back period.

C. The minimum compensation provided for in this Section shall not apply to employees called back not earlier than 3 hours preceding a normally scheduled shift, or held over at the end of a shift.

4. Stand-By.

A. Employees who are assigned during their normal off-duty hours by their Department Head to stand-by duty shall be in immediate communication with their Department during the stand-by period and shall report to work as called.

B. The stand-by period shall consist of non-work hours on Saturday, Sunday, or a holiday.

C. Employees so assigned to stand-by duty shall receive compensation of $25.00 per day (Saturday, Sunday and Holiday celebrated on either Friday or Monday) in addition to compensation for time actually worked. There shall be no reduction in stand-by rate if an employee on stand-by is called in and reports to work.

ARTICLE IX
WAGES

1. In consideration of the wages paid under this Article, the Union and the employees expressly agree that work shall be performed in a competent, workmanlike manner. Service to the public and the Town of Wolfeboro is of paramount importance in the contractual relationship between the parties.

2. Employees covered by this Agreement who are "assigned" to work in a higher classification shall receive an additional 5% over and above their current hourly rate after eight (8) consecutive hours in such higher classification. Members of the bargaining unit may elect to accept a temporary position outside of the bargaining unit and shall receive at minimum 5% above their normal rate of pay dependent upon the assignment.

3. Wages will be adjusted for eligible employees in accordance with the wage schedules attached as Appendix A-1, A-2, and A-3.

4. Length of Service Stipend: For those employees eligible to receive a length of service stipend, the Town will remit such stipend to the eligible employee in accordance with Appendix B the week following the employee's fulltime anniversary date of hire.

5. One-time Signing Stipend: A one-time signing stipend of $350, not to be added to base wages, is to be paid to each current member of the bargaining unit upon full approval (signing and funding) of this collective bargaining agreement.

ARTICLE X
BENEFITS

1. Holidays.

The following days shall be considered paid holidays for permanent full-time employees:

New Year's Day	Labor Day
Presidents' Day	Veterans' Day
Martin Luther/Civil Rights Day	Thanksgiving Day
Columbus Day	Day after Thanksgiving
Memorial Day	Day before Christmas
Independence Day	Christmas Day

If work is required on any official holiday, the Department Head shall determine whether to grant an alternate day off or grant pay at standard overtime rates in addition to the paid holiday.

Employees who are absent for unauthorized reasons on the day directly preceding or directly following the holiday shall forfeit pay on the holiday. In the event that the holiday falls on Saturday, it shall be observed on the preceding Friday. In the event the holiday falls on Sunday, it will be observed on the following Monday.

When a specific holiday falls within an eligible employees approved vacation period and he is absent from work during his regularly scheduled work week because of such vacation, he shall receive an additional day off.

2. Leave Time.

A. Full time employees shall be credited with leave time based upon the following criteria: (a) Years of continuous service; and (b) Scheduled hourly work week. See Appendix C for computation of leave time accrual.

Leave time can be used for the following purposes:

1.) Vacation
2.) Sick
3.) Personal
4.) Bereavement
5.) Maternity/Paternity
6.) Injury/Disability (on and off the job)

B. The schedule for leave for vacation shall be the responsibility of each Department Head subject to the approval of the Town Manager. Employees shall give supervisors or Department Heads adequate notice prior to the time the employee wishing to take leave for vacation. Final authority to grant leave shall be vested with the Town Manager. Department-wide seniority shall prevail in cases where requests are similar or overlapping.

C. An employee may utilize leave time in the event of illness, and medical and dental appointments. Each employee is obligated to notify his Department Head or immediate supervisor daily of such employee's absence from work, unless such employee is in the hospital or under the care of a licensed physician.

In the case of employee illness, the employee shall be required to furnish a certification from an attending physician for all consecutive days of absence in excess of three (3) working days or five (5) calendar days. Such employee, prior to returning to work, shall ensure that the certification allows for a return to the duties of the position occupied.

D. Leave for maternity/paternity purposes shall commence at a reasonable time prior to birth as recommended by the attending physician and shall extend for a period not to exceed six (6) months after birth. Any employee who has been granted a leave of absence for maternity/paternity reasons, who fails to return to work upon the expiration of such leave shall be deemed to have voluntarily terminated employment. An employee who takes maternity/paternity leave of absence may use accrued leave time. The employee, prior to returning to work, shall provide the employer with a certification that the employee is able to perform his/her regular duties.

E. If the employee so elects, he/she may utilize leave time to supplement the short-term disability policy benefit, as described elsewhere in the agreement. Leave time may also be utilized to supplement the Workers Compensation Insurance Benefit as prescribed by State law. In both cases, it is the intention that employee can use leave time to supplement benefits in order to receive 100% of the pre-injury/predisability weekly compensation.

F. Leave time may be continuously accrued, up to a cap of 420 hours for 35 hour employees and 480 hours for 40 hour employees. Employees with more than 420 hours and 480 hours respectively will not lose those days, but the accruals will be reduced as used until reaching the 480/420 hours caps. If an employee transfers or occupies other positions within the work force, covered by this agreement, leave time will continue to be based upon unbroken years of service. Upon severance of employment with the employer, the employee shall be paid for unused leave time based upon the employee's current hourly wage to a maximum of 350 hours for 35 hour employees and 400 hours

for 40 hour employees. Employees hired on January 1, 2009 or later will not be eligible for leave time payout upon severance of employment.

Examples: a) For Leave Taken Over Cap—John, a long-term employee, has accrued 750 hours of leave time. He continues to earn 28 days of leave time per year. During the course of the year, he uses 24 days of leave time for vacation, sick, and personal time. The remaining balance of 4 days is not added to his previously accrued leave time total.

b) For Leave Taken Under Cap—Jane, a relatively new employee, has accrued 75 hours of leave time, and continues to earn 28 days of leave time. She uses only 15 days of leave time during the year. The balance of her unused leave time is added to her previously accrued leave time.

G. Abuse of leave time shall be grounds for disciplinary action.

3. Medical and Insurance Benefits.

Employees shall be provided a cafeteria type arrangement, pursuant to applicable federal and state law. Employees shall be provided an allotment for purchasing medical and dental insurance. It is intended that each employee, in order to qualify for an allotment, based upon eligibility, must enroll in a medical insurance plan and/or a dental insurance plan. Employees must enroll in a medical insurance and/or dental insurance plan unless such employee provides proof of coverage (e.g. insurance card). Allotments are calculated in accordance with Appendix D.

If the Town determines that comparable coverage, with no decrease in the level of benefits, under a different provider or program is available, the Town Manager may, at his sole discretion, switch health insurance coverage to that provider or program. Is such event, the Town Manager shall provide the Union and the employees with adequate advance notice of the proposed plan and shall fully consider any timely input or concerns related thereto expressed by the Union or employees prior to implementation of the change.

The value of the allotment for all employees is based upon the eligibility determined at the time of enrollment and/or major life change (e.g. death of a spouse, etc.). The extent of coverage under the insurance policies (including HMO and self-insured plans) referred to in this Agreement shall be governed by the terms and conditions set forth in said policies or plans. Any questions or disputes concerning said insurance policies or plans or benefits thereunder shall be resolved in accordance with the terms and conditions set forth in said policies or plans and shall not be subject to the grievance and arbitration procedure set forth in this Agreement. The failure of any insurance carrier(s) or plan administrator(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the Town, nor shall such failure be

considered a breach by the Town of any obligation undertaken under this or any other Agreement. Nothing in this Agreement shall be construed to relieve any insurance carrier(s) or plan administrator(s) from any liability it may have to the Town, employee or beneficiary of any employee.

4. Disability Insurance. The Town shall provide a group insurance policy for short-term and long-term disability events. The Town shall pay 100% of the premium for same.

5. Life Insurance. The Town shall provide a group term life insurance policy for eligible employees in the amount of $50,000.00 as of July 1, 1999.

6. Retirement Contribution. The Town shall continue to make contributions to the New Hampshire Retirement System as required by law.

7. Employee Benefit Plan. Upon the Town's ability to include deductions for said plan on its computer said deductions, at the employees' signed request, shall be instituted. The town agrees to forward a check monthly for said deductions along with a list indicating who has paid designated amounts to the Insurance carrier. The Union shall keep the Town informed as to the proper mailing address.

8. Uniforms. If the Town requires any employee to wear uniforms, said uniforms shall be provided at Town expense. Employees shall be charged with the responsibility for reasonable care of any uniforms so provided and shall be responsible for the cost of replacement except for reasonable wear and tear.

9. Boots. The Town agrees to provide boots to eligible employees/covered ($200 per year) by this agreement based on the various types needed for specific duties performed and working conditions involved to ensure safety. Reimbursement will be made upon submission of a paid invoice. Cost control measures (i.e. resoling, rehealing, etc.) may be utilized by the Town.

10. Licenses and Schooling. Upon approval of the Town Manager licenses and schooling necessary to maintain such license(s) shall be paid for by the Town. Such license(s) and/or schooling shall be directly related to job duties but shall not include driving license.

11. Jury Duty. An employee with one or more years seniority who is summoned and reports for jury duty, as prescribed by applicable law, shall be paid by the Town an amount equal to the difference between the amount of wages the employee otherwise would have earned by working during straight-time hours for the Town on that day and the daily jury duty fee paid by the court or agency (not including travel allowances or

reimbursement of expenses), for each day on which he otherwise would have been scheduled to work for the Town.

In order to receive payment, an employee must give the Town prior notice that he has been summoned for jury duty and must furnish satisfactory evidence that he reported for or performed jury duty on the days for which he claims such payment. The provisions of this section are not applicable to an employee who, without being summoned, volunteers for jury duty.

ARTICLE XI
BULLETIN BOARDS

1. Space shall be provided in each department for bulletin boards for the posting of notices for the department addressed to the employees and for notices of the Union addressed to its members. Bulletin boards shall be located at convenient places within the departments. No Union notice shall be posted in or around the department's property except on such boards and notice shall not be posted until it has been signed by the President, Chairman or Secretary of the Union and with the approval of the Department Head.

2. The personnel files for members of the bargaining unit will be maintained at Town Hall under the supervision of the Town Manager and Executive Secretary.

3. No Town employee shall regularly supervise another town employee if the supervisor is an immediate family member to the subordinate. No Town employee shall influence or attempt to influence the hiring, transfer, promotion, direction of work, discipline or the adjustment of a grievance of an immediate family member also employed by the Town. Immediate family shall be defined as the spouse, son, daughter, father, mother, brother, sister, aunt, uncle and grandchildren of the employee or the employee's spouse.

ARTICLE XII
SAFETY

The Town Manager, or his designee, has the right to adopt and modify regulations for the safety and health of the employees and the public concerning the operation of the departments where employees are covered by this Agreement. The Union agrees that its members who are employees of the departments shall comply with such regulations.

The Union's and the employees' concerns and input into these regulations shall be given full consideration by the Town Manager. In order to facilitate such consideration, the Town Manager shall meet with representatives of the Union upon

request to discuss safety items, provided that the obligation to so meet is limited to act not more than once every 90 days except in the case of an emergency.

ARTICLE XIII
TOWN DIRECTIVES

The Town will furnish one (1) copy of all directives issued by the Town Manager of general applicability to a department or to employees in the Unit. Notices covered by this Article shall include those directives which directly relate to the terms and conditions of employment for employees covered by this Agreement. A copy of the notice shall be given to the Unit Chairman unless otherwise requested by the Union.

ARTICLE XIV
DISCIPLINARY PROCEDURES

1. Disciplinary action shall be applied in a fair and consistent manner as determined by the Town Manager.

2. Any discharge shall be stated in writing, with a copy given to the employee at the time of discharge or as soon thereafter as practicable. Disciplinary action will normally be taken in the following order:

A. Informal action;
B. Written warning;
C. Suspension, with or without pay;
D. Discharge.

This sequence need not be followed if an infraction is sufficiently severe to merit other action, as determined by the Town Manager in his sole discretion.

3. Without limitation because of enumeration, discipline shall be justified for just cause including, as examples, the following:

A. Misconduct during employment;
B. Incompetency or inefficiency;
C. Failure to perform assigned duties;
D. Disobedience of a supervisor;
E. Use of alcoholic beverages or controlled substances while on duty;
F. Failure to observe rules and regulations established by the Town Manager or his designees;
G. Conviction of a crime;
H. Incompatibility with other employees; and
I. Unauthorized absence from duty.

4. An employee convicted of operating under the influence will be reduced to the next lower Grade that does not require a driving license and will be paid at the reduced Grade. An employee convicted of a second offense shall be dismissed from employment. Any employee now employed but who has previously been convicted of a second offense and is again convicted of DWI shall be dismissed from employment.

ARTICLE XV
GRIEVANCE PROCEDURE

1. The purpose of this article is to provide a mutually acceptable procedure for adjusting grievances. It is intended that the procedure provided herein shall facilitate the resolution of employee grievances at the lowest possible level, and the Town, the employees and the Union agree to work together toward that end. Grievances shall commence with an informed and informal discussion between the employee and the immediate supervisor, and unit employee representatives, if desired.

2. "Grievance" means an alleged violation, misinterpretation or misapplication with respect to one or more employees of any provision of this Agreement which arises during the term of this Agreement and which is not expressly or impliedly excluded from the grievance procedure. No other matters are subject to this grievance procedure. Excluded from this grievance procedure are matters concerning the exercise of rights retained by the Town and which are excluded under this Agreement.

3. The duly certified Union Representative when requested by an employee, may assist in processing a grievance. If the employee chooses not to be represented by the Union during a grievance, the Union shall not be held accountable to the employee for costs, fees or the results of the grievance procedure. If a Union representative is so utilized, the representative shall be given the opportunity to discuss the matter with the employee and with any other employees who reasonably may be expected to have information bearing on the matter. Such discussions and investigations shall be done with prior notice to supervisors so as to allow scheduling which will not interfere with departmental business. In accordance with RSA 273-A:11, I(a), any resolution of a grievance shall not be inconsistent with the terms of this Contract.

4. The grievance procedure shall be specified in this subsection including the steps enumerated herein up to and including the Personnel Board of Review. Said Personnel Board of Review shall be the same Board established pursuant to the Town of Wolfeboro Personnel Policy except that, if one of the employee members of the Personnel Board of Review is not, at that time, a member of the Union, then one of the employee members shall be replaced by an employee designated by the Union. The replacement shall serve only on the pending grievance. The replacement of the employee members shall be on an alternating basis. A grievance shall be filed in

writing within ten (10) working days after the event giving rise to the alleged grievance or rights under this Article shall be waived.

A. Employee and Department Head.

(1) The employee shall present to his Department Head all the facts pertaining to the problem or incident.

(2) The Department Head shall address the problem at once or within 10 working days, notifying the employee of the decision.

(3) If a decision cannot be reached within this period, the Department Head, shall, in writing, notify the employee of the reasons therefor and of the time when a decision will be made.

B. Employee and Town Manager.

(1) If the employee feels that a further review is justified, notification to that effect and a statement of all the facts pertaining to the problem shall be made in writing to the Town Manager within 10 working days from the day the employee was informed of the decision.

(2) The Town Manager shall review all the facts, preferably with all parties concerned present, within 10 working days from the day the problem was submitted to the Manager.

(3) The employee, and the Department Head concerned, shall be notified in writing of the decision reached or the reasons for any delay and the date when a decision will be given.

C. Employee and Board of Selectmen.

(1) If the employee feels that a further review is justified, notification to that effect and a statement of all the facts pertaining to the problem shall be made in writing to the Board of Selectmen within 10 working days from the day the employee was informed of the decision of the Town Manager.

(2) The Board of Selectmen shall review all the facts, preferably with all parties concerned present, within 10 working days from the day the problem was submitted to them.

(3) The employee, the Department Head concerned, and the Town Manager shall be notified in writing of the decision reached or the reasons for any delay and the date when a decision will be given.

D. Personnel Board of Review.

(1) Should any employee or the Union feel, after completing stages A, B, and C, that the decisions given therein justify further review, the employee or the Union may request that the matter be heard by a Review Board. A Review Board shall consist of one member appointed by the Union, one member appointed by the Employer or his/her designee and a third member who shall be appointed by the first two appointees. If the third member cannot be agreed upon, each member shall submit 5 names of individuals so qualified until agreement is reached.

(2) Hearing before a Review Board shall be initiated by written request to the Town Manager from the Union for a hearing within 15 working days from receipt of the notice of the prior decision. The request shall be accompanied by a written statement of the grievance. The Town Manager shall immediately undertake steps to have the Review Board established under Subparagraph (1). The Review Board shall hold a hearing within 10 working days from the date it is established.

(3) Any decision of the Board shall be in writing and shall be rendered within 15 working days after the hearing. The employee, the Union, and the Town Manager shall be notified of the decision.

(4) Any costs incurred in submitting a matter to the Review Board shall be split equally between the Town and the Union.

(5) In applying this grievance procedure the Personnel Board of Review shall not have the power to add to, ignore or modify any of the terms or conditions of this Agreement, nor shall they have the power to hold hearings for more than one grievance; that is, multiple grievances before the Personnel Board of Review shall not be allowed. The decision of the Personnel Board of Review shall not go beyond what is necessary for the interpretation and application of express provisions of this Agreement. The Personnel Board of Review shall not substitute its judgment for that of the parties in the exercise of rights granted or retained by this Agreement.

(6) The Personnel Board of Review decision made in accordance with this Article, shall be binding on both parties. Time limits applicable to the grievance procedure may be extended by mutual agreement of the parties in writing.

ARTICLE XVI
ENTIRE AGREEMENT

1. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Town and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to, or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. This Agreement may only be amended during its term by the parties' mutual agreement in writing.

This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and together with any letters of understanding executed concurrently (or after) with the Agreement constitutes the complete and entire agreement between the parties, and concludes collective bargaining (except as provided for in the grievance procedure) for its term.

ARTICLE XVII
SAVING CLAUSE

In the event that any Article, Section, or portion of this Agreement is found to violate State law or Town ordinance or is found to be unlawful and unenforceable by any Court of competent jurisdiction, or has the effect of loss to the Town of funds made available through Federal law, rule or regulation, then such specific Article, Section, or portion shall be amended to the extent necessary to conform with such law, rule or regulation; however, the remainder of this Agreement shall continue in full force and effect. The parties agree to meet to negotiate only that portion affected, but neither party is required to make concessions to reach agreement.

ARTICLE XVIII
COST ITEMS

The cost items contained in this Agreement shall not become effective unless and until approved by the Wolfeboro Town Meeting.

ARTICLE XIX
EFFECTIVE DATE - RENEWAL

This Agreement shall be in effect from the date of its execution through December 31, 2010. No cost item shall be retroactive unless if is specifically identified as retroactive and approved as such by the Board of Selectmen and Town Meeting.. By mutual agreement, the parties may extend the terms of this Agreement, with or without modification as may be agreed by the parties. Either party desiring to extend this Contract or to enter negotiations for a new Contract upon the expiration hereof shall give notice thereof at least 120 days prior to the Wolfeboro Budget Submission Date in the year following its expiration.

IN WITNESS WHEREOF, the parties hereto have caused their signatures to be affixed, on the dates indicated, by their duly authorized officials or representatives.

AFSCME, LOCAL 534	TOWN OF WOLFEBORO By Its BOARD OF SELECTMEN
Rick La Pointe	Linda T. Murray
Jocky Davis	David A. Senecal
Kathy Ferland	[illegible]
Bryan Lamirande	Sarah McSeeb
	[illegible]
4/3/09 DATED	3/18/09 DATED

TOWN OF WOLFEBORO
Union Positions
Job/Wage Classification Schedule
Hourly Rates
Effective Thirteenth Payroll Date, 2009

Position	Grade	Starting	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Groundskeeper	1	$ 11.82	$ 12.31	$ 12.70	$ 13.06	$ 13.45	$ 13.85	$ 14.26	$ 14.69	$ 15.13	$ 15.58	$ 16.14
Admin. Associate Admin. Associate-Billing Collections Admin. Associate-Assessing Administrative Associate-Codes/Planning Administrative Associate-Electric Administrative Associate-Finance Administrative Associate-Public Works Recreation Maintenance	2	$ 13.08	$ 13.57	$ 13.98	$ 14.39	$ 14.82	$ 15.27	$ 15.72	$ 16.19	$ 16.68	$ 17.17	$ 17.69
Equipment Operator Solid Waste Operator Water Sewer Maintenance	3	$ 13.75	$ 14.24	$ 14.67	$ 15.10	$ 15.55	$ 16.02	$ 16.50	$ 16.99	$ 17.50	$ 18.02	$ 18.56
Heavy Equipment Operator Crew Leader - Solid Waste Crew Leader - Water/Sewer Crew Leader - Recreation Maintenance	4	$ 14.46	$ 14.95	$ 15.40	$ 15.86	$ 16.33	$ 16.82	$ 17.32	$ 17.84	$ 18.37	$ 18.92	$ 19.49
Mechanic Water Treatment Plant Operator Crew Leader-Highway	5	$ 15.20	$ 15.69	$ 16.16	$ 16.64	$ 17.14	$ 17.65	$ 18.18	$ 18.72	$ 19.28	$ 19.86	$ 20.45
Water Sewer Foreman Solid Waste Chief Operator	6	$ 16.01	$ 16.50	$ 16.99	$ 17.50	$ 18.02	$ 18.56	$ 19.12	$ 19.69	$ 20.28	$ 20.89	$ 21.51
Chief Mechanic Chief Water Treatment Plant Operator	7	$ 16.81	$ 17.30	$ 17.82	$ 18.35	$ 18.90	$ 19.46	$ 20.05	$ 20.65	$ 21.26	$ 21.90	$ 22.55
Foreman-Highway	8	$ 19.52	$ 20.01	$ 20.61	$ 21.22	$ 21.86	$ 22.51	$ 23.19	$ 23.88	$ 24.60	$ 25.33	$ 26.09

TOWN OF WOLFEBORO
Union Positions
Job/Wage Classification Schedule
Hourly Rates
Effective Thirteenth Payroll Date, 2010

1.025 Effective January 1, 2010, eligible employees will move 1 step on anniversary date.

Position	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Groundskeeper	1	$ 12.12	$ 12.62	$ 13.02	$ 13.39	$ 13.79	$ 14.20	$ 14.62	$ 15.06	$ 15.51	$ 15.97	$ 16.54
Admin. Associate	2	$ 13.41	$ 13.91	$ 14.33	$ 14.75	$ 15.19	$ 15.65	$ 16.11	$ 16.59	$ 17.10	$ 17.60	$ 18.13
Admin. Associate-Billing Collections												
Admin. Associate-Assessing												
Administrative Associate-Codes/Planning												
Administrative Associate-Electric												
Administrative Associate-Finance												
Administrative Associate-Public Works												
Recreation Maintenance												
Equipment Operator	3	$ 14.09	$ 14.60	$ 15.04	$ 15.48	$ 15.94	$ 16.42	$ 16.91	$ 17.41	$ 17.94	$ 18.47	$ 19.02
Solid Waste Operator												
Water Sewer Maintenance												
Heavy Equipment Operator	4	$ 14.82	$ 15.32	$ 15.79	$ 16.26	$ 16.74	$ 17.24	$ 17.75	$ 18.29	$ 18.83	$ 19.39	$ 19.98
Crew Leader - Solid Waste												
Crew Leader - Water/Sewer												
Crew Leader - Recreation Maintenance												
Mechanic	5	$ 15.58	$ 16.08	$ 16.56	$ 17.06	$ 17.57	$ 18.09	$ 18.63	$ 19.19	$ 19.76	$ 20.36	$ 20.96
Water Treatment Plant Operator												
Crew Leader-Highway												
Water Sewer Foreman	6	$ 16.41	$ 16.91	$ 17.41	$ 17.94	$ 18.47	$ 19.02	$ 19.60	$ 20.18	$ 20.79	$ 21.41	$ 22.05
Solid Waste Chief Operator												
Chief Mechanic	7	$ 17.23	$ 17.73	$ 18.27	$ 18.81	$ 19.37	$ 19.95	$ 20.55	$ 21.17	$ 21.79	$ 22.45	$ 23.11
Chief Water Treatment Plant Operator												
Foreman-Highway	8	$ 20.01	$ 20.51	$ 21.13	$ 21.75	$ 22.41	$ 23.07	$ 23.77	$ 24.48	$ 25.22	$ 25.96	$ 26.74

APPENDIX B

LENGTH OF SERVICE STIPEND

Anniversary Date of Hire	Annual Amount Received
Years 10, 11, 12, 13, 14	$200
Years 15, 16, 17, 18, 19	$250
Years 20, 21, 22, 23, 24	$~~100~~ 300.00
Years 25 and beyond	$350

Example: An employee hired full time on January 1, 1996 will receive a Length of Service Stipend the week following January 1, 2006 in the form of a one time $200 payment. The employee will receive this $200 stipend each subsequent year until January 1, 2011 at which time the stipend will increase by $50 to be paid in the form of a one time $250 payment.

APPENDIX C

Leave Time Accrual

Weekly Leave Time Accrual - 35 Hour Work Schedule

Term of Service	Scheduled Hours	Accrual Percentage	Hours Accrued per Week
0 to 5 Years	35	10.00%	3.50
5 to 10 Years	35	11.00%	3.85
10 to 15 Years	35	12.00%	4.20
15 to 20 Years	35	13.00%	4.55
20 to 25 Years	35	14.00%	4.90
Over 25 Years	35	15.00%	5.25

Weekly Leave Time Accrual - 40 Hour Work Schedule

Term of Service	Scheduled Hours	Accrual Percentage	Hours Accrued per Week
0 to 5 Years	40	10.00%	4.00
5 to 10 Years	40	11.00%	4.40
10 to 15 Years	40	12.00%	4.80
15 to 20 Years	40	13.00%	5.20
20 to 25 Years	40	14.00%	5.60
Over 25 Years	40	15.00%	6.00

Example: An employee hired full time on July 1, 1996 will move from the 10% accrual level to the 11 % accrual level on July 1, 2001. Subsequently, the employee will move from the 11 % accrual level to the 12 % accrual level on July 1, 2006.

APPENDIX D

Effective March 23, 2009

a. Effective 13th payroll date 2009, Town contributes 96% of MT ($5OV) to either Blue Choice or MT ($5OV) or 98 % of MT ($15OV).

b. The health insurance differential will be frozen at 2007 rates and paid annually to current employees even if this contract expires without a successor in place.

c. Opt-out will be $2500 for new employees and current employees who opt out after the effective date of this contract.

d. Opt-out for current employees will be frozen at 2008 rates.

e. The Town contribution for dental insurance will remain at 100% of Delta Dental Single or Two Person Op. 3.

f. In the event that two employees are married, it is intended that only one (1) of the employees will receive the allotment based upon the applicable table above.

Effective March, 2010

a. Effective 13th payroll 2010, Town contributes 93% of MT ($5OV) to either Blue Choice or MT ($5OV) or 96% of MT ($15OV).

b. The health insurance differential will remain frozen at 2007 rates and paid annually to current employees even if this contract expires without a successor in place.

c. Opt-out will remain $2500 for new employees and current employees who opt out after the effective date of this contract.

d. Opt-out for current employees will be frozen at 2008 rates.

e. The Town contribution for dental insurance will remain at 100% of Delta Dental Single or Two Person Op. 3.

f. In the event that two employees are married, it is intended that only one (1) of the employees will receive the allotment based upon the applicable table above.