

AGREEMENT BETWEEN

TOWN OF WOLFEBORO

AND

PROFESSIONAL FIREFIGHTERS OF WOLFEBORO

IAFF LOCAL 3708

EXPIRATION DATE:

December 31, 2006

1 year extension

TABLE OF CONTENTS

	<u>PAGE</u>
<u>SECTION 1 - PURPOSE</u>	4
<u>SECTION 2 – MANAGEMENT RIGHTS</u>	4
<u>SECTION 3 – RECOGNITION OF IAFF LOCAL 3708</u>	5
:	
<u>SECTION 4 - EMPLOYMENT:</u>	
Methods of Filling Vacancies	5
Probationary Period	6
<u>SECTION 5 - CLASSIFICATION PLAN:</u>	
Compensation Schedule	6
Length of Service Stipend	6
Re-employment	6
Annual Evaluation	6
<u>SECTION 6 - WORK SCHEDULES:</u>	
Regular Work Schedule	6
Overtime	6
<u>SECTION 7 - BENEFITS:</u>	
Leave Time	7
Holidays	8
Civil	8
Military	8
Medical & Insurance Benefits	9
Disability Insurance	9
Injury & Accident	9
Life Insurance	10

TABLE OF CONTENTS (CONT.)

SECTION 8 - LEAVES OF ABSENCE:

With Pay	10
Without Pay	10

SECTION 9 - SUSPENSION, DEMOTION, AND DISCHARGE: 10

SECTION 10 - SENIORITY: 12

SECTION 11 - LAY-OFF: 12

SECTION 12 - UNIFORMS & SPECIAL CLOTHING: 13

SECTION 13 - PERSONAL EQUIPMENT: 13

SECTION 14 - HEARINGS: 13

SECTION 15 - ENTIRE AGREEMENT: 14

SECTION 16 - SAVINGS: 14

SECTION 17 - INDEMNIFICATION: 15

SECTION 18 - DURATION: 15

**AGREEMENT BETWEEN
TOWN OF WOLFEBORO
AND THE
PROFESSION FIREFIGHTERS OF WOLFEBORO
IAFF LOCAL 3708**

SECTION 1 - PURPOSE:

The purpose of this Agreement is to establish procedures for personnel practices for full-time Town of Wolfeboro Firefighters and Lieutenants in such a manner as to provide for:

- A. The economic and efficient operation of Town and Fire Department Services.
- B. Fair and equal opportunity for a qualified applicant to enter Fire Department employment on the basis of demonstrated merit and fitness as ascertained through fair and practical methods of selection.
- C. No discrimination against any person in recruitment, examination, appointment, training, promotion, retention or in any other personnel action, because of race, color, national origin, age, sex, marital status, sexual orientation, or disability. Any person has the right of appeal to the grievance procedure in any case of such alleged discrimination.

SECTION 2 - MANAGEMENT RIGHTS:

A. Except as otherwise expressly provided by this contract, the Town shall retain the sole right and authority to operate and direct the affairs of the Fire Department in all its various aspects. Among the rights retained, in addition to those enumerated in statute, regulation, charter, ordinance, or this Agreement, are the Town's right to determine the Department's mission and set standards and determine the service offered to the public; to direct the working forces, to plan, direct, control and determine the operations or programs to be conducted in and by the Department or by employees of the Department; to assign and transfer employees; to hire, promote, or demote employees and to suspend, discipline or discharge employees for just cause; to relieve employees due to lack of work or for other legitimate reasons; to make and enforce rules and regulations; to determine days of operation and employees' work schedules; and to change methods, equipment or facilities. Without limiting the preceding and solely as

illustration, matters regarding the policies and practices of the Town as established by statute, ordinance or regulations relating to merit/incentive systems, recruitment, examination, appointment, advancement, or organization, under the conditions of political neutrality and based upon principles of merit and competence, shall not be subjects of bargaining under this Agreement. All rights, which ordinarily vest in and are exercised by Towns, except as such are specifically relinquished herein, are reserved to and remain vested by the Town of Wolfeboro.

B. Masculine nouns or pronouns, as used in these policies, shall be deemed to include the feminine also.

SECTION 3 – RECOGNITION OF IAFF LOCAL 3708

The Town of Wolfeboro recognizes the Professional Firefighters of Wolfeboro, IAFF Local 3708, as a bargaining unit for all regular full-time Lieutenants and regular full-time Firefighters.

SECTION 4 - EMPLOYMENT:

A.. Methods of Filling Vacancies:

Vacancies are to be filled with individuals satisfying 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 employee population at large.
3. Through public notice.

A vacancy that is not filled by existing department personnel will be posted on the bulletin boards of every other Town departments for a minimum of five working days. Such notices will not be lowered without the approval of the Town Manager, at the request of initiating Chief. An employee reassigned to fill a vacancy retains any and all rights to accumulated leave time and other benefits.

Every applicant shall complete an application form as prescribed by the Town Manager.

No applicant will be employed until he has successfully passed a physical examination, related to job requirements, as determined by the Town Manager and the Chief. No vacancy will be filled until the applicant has successfully completed such job-related test procedures, if any, as determined by the Chief.

B. Probationary Period: Appointments to any vacancy in a full time job shall be temporary and subject to a probationary period *of* six months, which may be extended to nine months as determined by the Chief with the approval of the Town Manager. During this probationary period, employment may be terminated either by the Town or by the employee without prior notice. The decision to terminate an employee on the basis of performance during the probationary period shall not be subject to the grievance procedure.

SECTION 5 - CLASSIFICATION PLAN:

- A. Compensation Schedule Bargaining unit members shall be compensated in accordance with Appendices A-1, A-2, A-3. The parties have agreed on the placement within the scale on all unit members. During the term of this agreement, unit members will advance one step on their anniversary in grade, until they reach the top of the pay scale within their grade.
- B. Length of Service Stipend – See Appendix B
- C. Re-employment: If former employee is re-employed within a period of ninety (90) calendar days of separation, the Town Manager may make an appointment at the same rate of pay the employee had been receiving at the termination of service.
- D. Annual Evaluation: Each employee in Town service shall, annually, have his job performance evaluated by his supervisor. Said evaluation shall be completed by no later than September 30th. of each year and shall be on a form determined most appropriate for the department. A copy of the evaluation will be placed in the employee's personnel file and will be available for the employee's inspection. Further, the employee must sign the evaluation to indicate acknowledgment of receipt and indicate whether or not he chooses to challenge the rating

SECTION 6 - WORK SCHEDULE:

A. Regular Works Schedules: The current work schedule shall remain in effect unless changed in compliance with this agreement. In the event the Town wishes to alter the schedule, it shall provide the union with 60 days notice and consult with the Union about the impact of the schedule change on effected members of the bargaining unit. The Town retains the right to determine employee work schedules. In the event of a schedule change that does not alter the schedules of all unit members effective the same date, seniority will be considered in deciding which unit member's schedule will change and which unit member's schedule will remain the current work schedule.

If the Town permanently reduces the average number of hours regularly worked weekly by unit members, the Town agrees to increase the hourly wage so that gross base weekly wages will be unchanged. For example, a unit member earning \$12.00 per hour straight time on a schedule averaging 48 hours per week ($48 \times \$12.00 = \576.00) would be raised to \$13.72 per hour straight time on a schedule averaging 42 hours per week ($42 \times \$13.72 = \576.24).

B. Overtime: All work time in excess of an employee's regular shift schedule per pay period will be paid at the rate of 1.5 times the employee's regular rate. In computing hours worked or the purpose of overtime, hours of work together with of paid leave shall be utilized. An employee will be paid at the rate of 1.5 times the base rate of pay for one hour minimum for responding to any emergency call during off duty time. In addition, for any call that exceeds one hour of actual time worked, the employee will be paid for the actual length of the call rounded to the next highest $\frac{1}{4}$ hour at the overtime rate.

SECTION 7 - BENEFITS:

A. Leave Time

1. 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)

2. The schedule for leave time shall be the responsibility of the Chief subject to the approval of the Town Manager. Employees shall give the Chief adequate notice prior to the time the employee wishes to take leave time. Employees who request leave time in writing at least four (4) weeks in advance shall receive a written decision approving or denying the leave at least two (2) weeks in advance of the planned leave. Requests for leave shall not be unreasonably denied. Final authority to grant leave time shall be vested with the Town Manager. Department-wide seniority shall prevail in cases where requests are similar or overlapping. No employee shall, without prior specific approval by the Town Manager, take more than three (3) full calendar weeks of leave at any one time.

3. An employee may utilize leave time in the event of illness, and medical and dental appointments. Each employee is obligated to notify the Chief 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 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.

4. 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, except this may be extended when a female employee is temporarily disabled due to childbirth. 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. The Family Medical Leave Act ("FMLA") and state leave laws shall not be abrogated or diminished by this agreement. All paid leave provided by this agreement shall run concurrently with FMLA leave.

5. Leave time shall be used to supplement the short-term and long-term disability policy benefit, as described elsewhere in the agreement. Leave time shall also be utilized to supplement the Workers Compensation Insurance Benefit as prescribed by State law. In both cases, it is the intention that employee shall use leave time to supplement benefits in order to receive 100% of the pre-injury/pre-disability weekly compensation.

6. Leave time may be continuously accrued. 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 480 hours for 48-hour employees.

7. Abuse of leave time may be grounds for disciplinary action.

B. Holidays: The following official holidays shall be granted with full pay:

New Year's Day	Columbus Day
Civil Rights Day	Veteran's Day
Washington's Birthday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Fourth of July	Day before Christmas
Labor Day	Christmas Day

Full-time Fire Department personnel will be reimbursed as follows: (a) if an employee does not physically work the holiday, reimbursement shall be based upon 9.6 hours at straight time for each holiday granted; (b) for the hours physically worked, an employee will be reimbursed at the rate of one and one-half (1 1/2) his hourly rate of pay.

C. Civil: Any employee shall be given time off without the loss of pay or annual leave time when performing jury duty or when subpoenaed to appear before a court, commission or public body on a matter involving the employee's official duties for the Town. If called for jury duty, the employee shall be paid the difference between his regular pay and any jury fees to which he may be entitled.

D. Military: Any employee who is absent due to service in the armed forces of the State or nation, in an active or reserve status, shall be entitled to all the benefits and privileges granted by existing or future laws. Any such employee shall continue to accumulate seniority during such absence. Should the employee not return to Town service after a military leave, his accrued leave time shall be paid to him.

E. 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 switch health insurance coverage to that provider or program. In 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.

F. 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 premiums for same.

G. Injury and Accident

1. On the Job: The Town pays the premium for Workers Compensation Insurance for employees for the purpose of sustaining a level of compensation in accordance with current state law, rule or regulation, as a result of an injury sustained in the line of duty. In order for any employee to maintain his/her weekly wage, the employee shall use accumulated leave time to supplement the payment made by the Workers Compensation carrier. All employees are obligated to report, within twelve (12) hours, to the Chief, any and all injuries or accidents sustained in the line of duty. Notwithstanding anything in this section to the contrary, all aspects of handling Workers Compensation claims shall be in strict conformity with current applicable statutes, either state or federal.

H. Life Insurance: The Town shall provide term life insurance in an amount of \$50,000.00 for each employee including an accidental death and disability rider, with the Town paying the premium therefore. The employee shall provide such information, including designation of beneficiary, as may reasonably be required.

SECTION 8 - LEAVES OF ABSENCES:

A. With Pay:

The Chief may, with the approval of the Town Manager and the Board of Selectmen, approve a leave of absence. Such leave of absence shall not exceed ninety (90) calendar days. The employee must use leave time during an approved leave of absence.

B. Without Pay:

A permanent employee, upon proper application in writing and upon written approval by the Chief, may, with the further approval of the Town Manager and the Board of Selectmen, be granted a continuous leave of absence without pay for a period not to exceed ninety (90) calendar days. Such leave, however, shall not be granted until all the employee's leave time has been exhausted. Extensions of leave for additional periods may be granted in exceptional cases, subject to the same approvals. No hours of leave time may be accrued during a leave of absence without pay. At the expiration of such leave, the employee shall be reinstated in Town service without loss of any of his rights. Failure on the part of an employee to report for work promptly at the expiration of the leave, except for satisfactory reasons submitted in advance, shall be cause for dismissal.

SECTION 9 - SUSPENSION, DEMOTION AND DISCHARGE:

A. Suspension: The Chief may, with the approval of the Town Manager, suspend without pay an employee for just cause, for a period of fourteen (14) calendar days. The conditions of such suspension shall be fully documented with one copy being presented to the employee, one to the Chief, and the original to the Town Manager. The employee shall have the right to appeal such suspension through the grievance procedure set forth in Section 14..

B. Demotion: The Chief may demote an employee for inefficient performance of his duties or for other just cause. The demotion shall be documented in writing with copies to the Town Manager. Disciplinary demotions based solely on specific acts of employee misconduct may be appealed through the grievance procedure set forth in Section 14.

1. Warning: The employee shall be warned in writing, and a copy filed with the Town Manager at least thirty (30) calendar days prior to possible disciplinary demotion, that he will be subject to such demotion unless he takes positive and successful action to remove the causes for which he is warned.

2. Notification: A written statement of reasons for demotion shall be furnished to the employee, and a copy filed with the Town Manager, at least fourteen (14) calendar days prior to the effective date of action.

3. Pay Treatment: When such demotions are made, the employee's wages will be adjusted to conform to the base pay scales of the position into which he is then placed.

C. Discharge: The Chief may recommend to the Town Manager that an employee be discharged for just cause. This recommendation may be verbal but shall be fully documented within one working day. The Chief with the approval of the Town Manager shall have the authority to suspend the employee, without pay, for a period not to exceed fourteen (14) working days. The Town Manager, or in the event of an extended absence of the Town Manager, the Selectmen, shall act on such recommendation within these same fourteen (14) working days. The employee shall be provided with copies of all documentation pertaining to said discharge and shall have the right to appeal such discharge through the grievance procedure set forth in Section 14 of this agreement.

D. Termination After Sickness or Accident: After thirteen (13) months of continuous absence resulting from sickness or accident, employment in Town service will automatically terminate, unless the sickness or accident is compensable under RSA 281-A, in which case employment will terminate after eighteen (18) months of continuous absence.

SECTION 10 - SENIORITY:

A. Definition: Seniority shall be the length of continuous employment in Town service from the date of hiring and shall be calculated on the basis of years, months, and days of such service.

B. Service Interruptions:

1. Should an employee's service with the Town be severed because of lay-off or force reduction, prior seniority will be retained upon re-entrance into Town service.

2. Seniority rights shall not be bridged should re-employment occur following discharge for just cause.

3. Properly approved leaves of absences, including military shall not be considered as service interruptions.

SECTION 11 - LAY-OFFS:

A. General: The Chief may lay off an employee in Town service when necessary by reason of abolition of a position, changes in organization, lack of work, insufficient funds, or similar reasons. Such lay-off shall not be considered to reflect discredit on the service of the employee.

B. Procedure of Lay-Off: The Chief shall first determine the position or positions to be affected. Each employee in the same position or in similar positions or with similar job qualifications. Such consideration will be made whether the other employees are in duty or a leave status or engaged in work in another Department. Personnel on military leave will not be affected. No

permanent employees shall be laid off from any position while there are emergency, part-time, temporary, or probationary employees in similar positions in the same organization.

C. Order of Lay-Off: Except for instances of clearly outstanding ability, seniority will govern the order of lay-off for employees having five or more years of Town service. Employees having less than five years of service will generally be laid off on the basis of ability. Where seniority is the basis for lay-off, demotion to a lower position for which the employee is qualified shall be considered in lieu of lay-off.

D. Notice and Approval: In any case of proposed lay-off, the Chief shall submit the reasons therefore to the Town Manager in writing and shall obtain his approval. Following such approval, the employee(s) affected shall be notified of the reasons in writing of the lay-off at least fourteen (14) calendar days prior to the effective date thereof.

SECTION 12 - UNIFORMS AND SPECIAL CLOTHING:

A. Dress Uniforms/Work Uniforms: Dress uniforms which require dry cleaning will be supplied by the Department and maintained by the employee. If, in the opinion of the Town Manager, regular work uniforms are required in certain positions, they will be supplied by the using Department, maintained by employee.

B. Protective Clothing: Specialized protective clothing and foul weather gear will be supplied by the Department.

C. Equipment: Adequate tools and materials necessary for the performance of the assigned tasks will be supplied by and remain the property of the Department.

D. Identification Cards: Every Town employee will be issued a photo laminated I.D. card within fifteen (15) calendar days of employment. The information on the card will include, but it not limited to:

1. A recent front facing photo.
2. Personal emergency data (such as blood type).
3. Name and telephone number of the person or department that can be called to verify the employee's identification.

The card shall be in the employee's possession during working hours. The card will remain the property of the Town and will be surrendered to the Town at termination of employment.

SECTION 13 - PERSONAL EQUIPMENT:

In the event the Chief deems it necessary to use an employee's personal property or equipment in the service of the Town, the Town Manager shall approve such use and set remuneration, but only where the employee consents to such use. Any such agreement shall be confirmed in writing prior to actual use with both Town Manager and the employee signing to agreement.

SECTION 14 - HEARINGS:

A. Procedures:

For purposes of this Agreement, a grievance is defined as a written dispute, claim or complaint filed and signed by an Employee in the Bargaining Unit which arises during the term of this Agreement. Grievances are limited to matters of interpretation or application of specific provisions of this Agreement and must identify the specific Article and Section of this Agreement that allegedly has been violated, the date of the alleged violation, all witnesses to same, and the relief requested.

1. Employee and Chief:

- a. The employee shall present to the Chief all the facts pertaining to the grievance within fifteen (15) calendar days after the employee knew or should have known the facts on which the grievance is based.
- b. The Chief or designee shall meet with the employee and Union representative within fifteen (15) calendar days following receipt of the written grievance and shall provide a written decision within fifteen (15) calendar days thereafter.
- c. If a decision cannot be reached within this period, the Chief shall, in writing, notify the employee of the reason(s) therefore and when a decision will be made.

2. Union and Town Manger:

- a. If the Union 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 fifteen (15) calendar days from the day the employee and the union were informed of the decision or within fifteen (15) calendar days following expiration of time frame for receipt of the Chief's decision, whichever is applicable. Such appeal shall set forth the specific reasons why the Union believes the Agreement is being violated.
- b. Within fifteen (15) days following receipt of the appeal, the Town Manger shall issue a written decision. The Town Manager may hold a hearing with the employee and Union representative prior to issuance of the above-stated decision.

3. Union and Board of Selectmen:

- a. If the Union 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 ten (10) calendar days from the day the employee and the union were informed of the decision of the Town Manager.

b. The Board of Selectmen shall review all the facts, preferably with all parties concerned present, within fifteen (15) calendar days from the day the problem was submitted to them.

c. The Union, the Chief concerned, and the Town Manager shall be notified in writing of the decision reached or the reasons for any delay and the date when the decision will be given.

4. Personnel Board of Review.

a. Should the Union feel, after completing stages 1, 2, and 3, that the decisions given therein justify further review, 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 Town Manager 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.

b. Hearing before a Review Board shall be initiated by written request to the Town Manager from the Union for a hearing within fifteen (15) calendar 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 a. The Review Board shall hold a hearing within fifteen (15) calendar days from the date it is established.

c. Any decision of the Board shall be in writing and shall be rendered within 20 calendar days after the hearing. The employee, the Union, and the Town Manager shall be notified of the decision.

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

e. 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.

f. The Personnel Board of Review decision made in accordance with this Article, shall be final and binding on both parties. Time limits applicable to the grievance procedure may be extended by mutual agreement of the parties in writing. Either party may appeal the decision of the Personnel Board of Review to the Superior Court in accordance with RSA 542.

SECTION 15 – ENTIRE AGREEMENT

It is acknowledged that during the negotiations which have resulted in this Agreement, the Union had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining. Therefore, for the life of this Agreement, this Agreement shall constitute the total agreement between the parties. This Agreement may be amended only by mutual consent of both parties.

SECTION 16 – SAVINGS CLAUSE

In the event that any Article, Section, or portion of this Agreement is found to violate State law or is found to be unlawful and unenforceable by any court of competent jurisdiction, 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.

SECTION 17 – INDEMNIFICATION

The employer agrees to indemnify any employee in the same manner and to the same extent as authorized by NH RSA 31:105.

SECTION 18- DURATION

This agreement shall be effective upon the later of approval of the cost items by the Wolfeboro Town Meeting or the execution of this agreement by the parties. This agreement shall expire on December 31, 2006. In the event that this agreement expires without a successor agreement in place, the Town agrees to observe the "status quo" as defined by the New Hampshire Supreme Court under RSA 273-A; however, nothing in this agreement shall be deemed to confer jurisdiction on the New Hampshire Public Employee Labor Relations Board. No cost item in this agreement will have retroactive effect unless it is specifically noted in the agreement and the retroactive cost of such provision is specifically approved by the Town Meeting. Persons not employed in the bargaining unit on the date the Town Meeting approves the cost items will not be eligible for any retroactive payments or benefits.

SIGNED this ____ day of _____, 20 __, in the Town of Wolfeboro, New Hampshire.

Board of Selectmen
Town of Wolfeboro, New Hampshire

Professional Firefighters of Wolfeboro
IAFF Local 3708

APPENDIX B

LENGTH OF SERVICE STIPEND

<u>Anniversary Date of Hire</u>	<u>Annual Amount Received</u>
Years 10, 11, 12, 13, 14	\$ 150
Years 15, 16, 17, 18, 19	\$ 200
Years 20, 21, 22, 23, 24	\$ 250
Years 25 and beyond	\$ 300

Example: An employee hired fulltime on January 1, 1996 will receive a Length of Service Stipend the week following January 1, 2006 in the form of a one time \$ 150 payment. The employee will receive this \$ 150 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 \$ 200 payment.

APPENDIX C
Leave Time Accrual

Weekly Leave Time Accrual – 48 Hour Work Schedule

<u>Term of Service</u>	<u>Scheduled Hours</u>	<u>Accrual Percentage</u>	<u>Hours Accrued per Week</u>
0 to 5 Years	48	10.00%	4.80
5 to 10 Years	48	11.00%	5.28
10 to 15 Years	48	12.00%	5.76
15 to 20 Years	48	13.00%	6.24
20 to 25 Years	48	14.00%	6.72
Over 25 Years	48	15.00%	7.20

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 January 1, 2004

<u>Eligibility/ Coverage Level</u>	<u>Town Allotment – Medical</u>	<u>Town Allotment – Dental</u>
Single	100% BC/BS JW Single	100% Delta Dental Single Op. 3
Two Person	100% BC/BS JW Two Person	100% Delta Dental Two Pers Op. 3
Family	100% BC/BS JW Two Person	100% Delta Dental Two Pers Op. 3

- In the event two (2) employees are married, it is intended that only one (1) of the employees will receive the allotment based upon the applicable table above.

Effective January 1, 2005

<u>Eligibility/ Coverage Level</u>	<u>Town Allotment – Medical</u>	<u>Town Allotment – Dental</u>
Single	95% BC/BS Comp 100 Single	100% Delta Dental Single Op. 3
Two Person	95% BC/BS Comp 100 Two Person	100% Delta Dental Two Pers Op. 3
Family	95% BC/BS Comp 100 Family	100% Delta Dental Two Pers Op. 3

- In the event two (2) employees are married, it is intended that only one (1) of the employees will receive the allotment based upon the applicable table above.

- **Effective January 1, 2005**, any employee that provides the Town proof of coverage for medical and/or dental insurance, that employee may elect to waive coverage for medical and/or dental provided by the Town, and receive the allotment provided for the single coverage level in their paycheck on a weekly basis. The ability to waive coverage does not apply to employees covered as a dependent on their spouse's Town sponsored plan.

Appendix A - 1

TOWN OF WOLFEBORO
Fire/Rescue Department
Job/Wage Classification Schedule
Effective the 13th (Thirteenth) Payweek of 2004

Grade	Classification	Steps									
		1	2	3	4	5	6	7	8	9	10
I	Career Firefighter	11,600.00	12,000.00	12,400.00	12,800.00	13,200.00	13,600.00	14,000.00	14,400.00	14,800.00	15,200.00
II	Career Lieutenants	14,080.00	14,480.00	14,880.00	15,280.00	15,680.00	16,080.00	16,480.00	16,880.00	17,280.00	17,680.00

Appendix A - 2

TOWN OF WOLFEBORO
Fire/Rescue Department
Job/Wage Classification Schedule
Effective the 13th (Thirteenth) Payweek of 2005

Grade	Classification	Steps									
		1	2	3	4	5	6	7	8	9	10
I	Career Firefighter	12,000.00	12,400.00	12,800.00	13,200.00	13,600.00	14,000.00	14,400.00	14,800.00	15,200.00	15,600.00
II	Career Lieutenants	14,800.00	14,880.00	15,280.00	15,680.00	16,080.00	16,480.00	16,880.00	17,280.00	17,680.00	18,080.00

Appendix A - 3

TOWN OF WOLFEBORO
Fire/Rescue Department
Job/Wage Classification Schedule
Effective the 13th (Thirteenth) Payweek of 2006

Grade Classification	Steps									
	1	2	3	4	5	6	7	8	9	10
Career Firefighter	12,400	12,800	13,200	13,600	14,000	14,400	14,800	15,200	15,600	16,000
Career Lieutenants	14,880	15,280	15,680	16,080	16,480	16,880	17,280	17,680	18,080	18,480