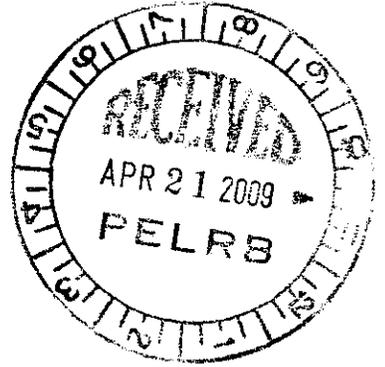


AGREEMENT BETWEEN
WOLFEBORO POLICE COMMISSION

AND

NEBPA Local #39

Expires December 31, 2010



1. RECOGNITION

The Town of Wolfeboro (Town) and the Wolfeboro Police Commission (Commission) recognize New England Police Benevolent Association Local #39 (Union) as the exclusive representative for all full-time employees of the Wolfeboro Police Department in the following positions: Police Officers, Sergeants, Dispatchers and Communications Supervisors.

2. MANAGEMENT RIGHTS

The Union recognizes the following responsibilities, rights, authority, and duties of the Town and the Commission, except as they are modified by provisions of this Agreement. The Town and the Commission hereby retain and reserve unto themselves, without limitations, all power, rights, authority, duties and responsibilities conferred upon and vested in it by the Law and Constitution of the State of New Hampshire, including but not limited to the following:

1. To the executive management and administrative control of the Town's Police Department and its properties and facilities;
2. To hire, determine the length and all conditions of probationary status, schedule work hours and days, promote, transfer, assign and retain employees in positions with the Police Department and to warn, reprimand, suspend, demote, discharge or take other disciplinary action against employees, and to relieve employees from duty because of lack of work or funds;
3. To determine the basic means and methods of operation and the duties, responsibilities, and assignments of employees with respect thereto, and with respect to administrative and law enforcement activities, and the terms and conditions of employment.
4. To issue and modify any and all rules of employment, including but not limited to regulations, general orders, standard operating procedures and the like governing the terms and conditions of employment of members of the bargaining unit.

3. DUES CHECK-OFF

Upon an individual written authorization form signed by the employee and approved by the Union, the Town agrees to deduct from each employee's regular paycheck, a sum for the Union dues to be paid to the Union monthly. The Union agrees to hold the Town and Commission harmless from any claim or liability arising out of the deduction of dues and payment to the Union under this Article.

4. DISCIPLINE AND WORK RULES

Employees are required to abide by the terms of this Agreement and to comply with such rules and regulations not inconsistent with this Agreement as implemented and interpreted by the Commission and as modified from time to time by the Commission.

Any form of disciplinary action against an employee shall be for just cause and will be subject to the grievance procedure.

5. GRIEVANCE PROCEDURE

1. DEFINITION

A grievance is defined as an alleged violation, misunderstanding, or misapplication of a specific provision of this Agreement. The grievance shall state the facts giving rise to the dispute, a description of the specific provisions of the Agreement allegedly violated, misunderstood or misapplied, and a clear description of the relief sought.

2. TIME LIMITS

The time limits specified in this Article shall mean calendar days unless stated differently. Time limits indicated hereunder are considered maximum, unless extended by mutual agreement. All such agreements to extensions must be in writing.

3. GENERAL PROVISIONS

- 3.1 NEBPA Local #39 shall be the exclusive representative of the employee at all levels of the grievance procedure and may use representatives of its own choosing.
- 3.2 Responses at all levels of the grievance procedure shall be communicated in writing to the president of the Union or his authorized designee. The Union shall be responsible for contacting the employee.
- 3.3 Failure at any grievance level to meet or to communicate the decision within the specified time limits to the president of the Union or his designee shall permit the Union president to proceed directly to the next level.
- 3.4 The time limits for the processing of grievances may be extended by written consent of both parties.
- 3.5 All grievances shall be initiated not later than Five (5) calendar days after the occurrence of the event giving rise to the grievance.
- 3.6 Both parties to this Agreement recognize the benefit of resolving all grievances at the lowest possible level and the importance of early and effective communication in this process.

Level 1: An employee with a grievance shall present it in writing to the Lieutenant. The response to said grievance shall be in writing and shall provide the rationale for the decision within ten (10) days.

Level 2: If the grievance has not been resolved to the satisfaction of the grievant(s) and the Union, the Union may, within ten (10) calendar days after the Lieutenant's decision, present the grievance in writing to the Chief of Police. The Chief shall render a decision in writing within twenty (20) calendar days after receiving the grievance.

Level 3: If the grievance has not been resolved to the satisfaction of the grievant(s) and the Union, the Union may within ten (10) days, present the grievance in writing to the Commission. The Commission shall respond to the grievance within twenty (20) calendar days. The decision of the Commissioners shall be final and binding.

Level 4: If the Union seeks review of the Commission's decision by the Public Employee Labor Relations Board, it shall do so within fifteen (15) calendar days from the date of the Commission decision.

6. LEAVES AND BENEFITS

Except as otherwise specifically provided herein, all leaves and other benefits, including insurance, for bargaining unit members shall be in accordance with policies as implemented and interpreted by the Town and/or Commission and as modified from time to time by the Town and/or Commission.

7. HEALTH AND DENTAL INSURANCE

The Town will offer the following health insurance plans or their equivalents to its employees: Blue Choice Point-of-Service Plan [BC3T5rdr-R\$3/15M\$1]; Matthew Thornton HMO with a \$5 co-pay [MTB5-\$3/15M\$1]; and a less expensive version of the Matthew Thornton HMO with a \$15 co-pay [MTB15IPDED-RX10/20/30]. The Town and employee contributions toward the costs of these health insurance plans is set as follows:

- Blue Choice POS Plan-Town pays 93% of MT HMO cost, employee pays balance
- Matthew Thornton HMO Plan-Town pays 93% and employee pays 7%
- Matthew Thornton 2 HMO Plan-Town Pays 96% and employee pays 4%

The Town and employee contributions toward the cost of employee dental insurance are set at 95% and 5%, respectively, of the cost of the Delta Dental plan.

Any differential compensation that employees were receiving under the previous Medical and Insurance Benefits provisions of this document will be frozen and rolled into the employee's compensation, and differential compensation is abolished.

Employees receiving additional compensation for opting out of Town health insurance will have those opt-out payments frozen and they will continue to receive such payments as a stipend, unless they opt in to Town health insurance, at which time such opt-out payments will be discontinued. After January 1, 2008 existing employees or new employees opting out of participation in Town health insurance will receive a stipend of \$2,500, and employees opting in for Town health insurance benefits will not receive any differential compensation.

Employees shall be provided a cafeteria-type arrangement, pursuant to applicable federal and state law. Employees must enroll in a medical insurance and/or dental insurance plan unless such employee provides proof of coverage (e.g. insurance card).

If the Town determines that comparable coverage under a different provider or program is available, the Town Manager may, at his sole discretion, switch health or dental 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.

8. LIFE INSURANCE

The Town shall provide term life insurance in an amount of \$50,000.00 for each employee, with the Town paying the premium therefore. The employee shall provide such information, including designation of beneficiary, as may reasonably be required.

9. HOLIDAYS

The following official holidays shall be granted with full pay:

| | |
|-------------------------------------|------------------------|
| New Year's Day | Columbus Day |
| Martin Luther King/Civil Rights Day | Veteran's Day |
| Presidents Day | Thanksgiving Day |
| Memorial Day | Day after Thanksgiving |
| Fourth of July | Day before Christmas |
| Labor Day | Christmas Day |

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

10. EARNED TIME

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

Weekly Leave Time Accrual-40 Hour Work Schedule

| <u>Term of Service</u> | <u>Scheduled Accrued Hours</u> | <u>Accrual Percentage</u> | <u>Hours per Week</u> |
|------------------------|--|-------------------------------|---------------------------|
| 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.

1. 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. Permanent part-time employees shall be credited with leave time at a rate of two (2) hours per week. A permanent part-time employee is an employee who is scheduled to work fifty-two (52) weeks per year and is scheduled to work a minimum of 1,000 hours per year. (e.g. part-time meter readers).

3. The schedule for leave for vacation shall be the responsibility of the Chief of Police subject to the approval of the Police Commission. 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 Police Commission. Department-wide seniority shall prevail in cases where requests are similar or overlapping. No employee shall, without prior specific approval by the Police Commission, take more than three (3) full calendar weeks of leave at any one time.

4. 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.

5. 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.

6. If the employee so elects, he/she may utilize leave time to supplement the short-term and long-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/pre-disability weekly compensation.

7. 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 350 hours for 35 hour employees and 400 hours for 40 hour employees, and 480 hours for 48 hour employees.

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

9. Leave time in the form of vacation hours, sick leave hours or personal hours currently attributed to each eligible employee, and as shown on the deduction statement attached to the employee's paycheck, shall be converted in full to leave time. This conversion shall take place in the month of December, 1998.

11. UNION BUSINESS LEAVE

1. The officers and representatives of Local 39 of the New England PBA, Inc, IUPA Local 900, AFL-CIO are as follows: President, Vice President, Secretary/Treasurer, and Stewards. The President of Local 39 shall keep the employer informed of any changes in the roster of officers and representatives.

2. An on-duty officer or representative of Local 39 shall be allowed time off for negotiations or conferences with Town Officials and the Chief of Police and for hearings at the Public Employee Labor Relations Board, without loss of pay or benefits, provided that public safety shall always take priority over other business. Off-duty personnel will not be compensated for such negotiations, conferences or hearings.

3. Officers and representatives and/or Elected Delegates shall be granted time off, without loss of pay, to attend the Convention of the the New England PBA, Inc., IUPA Local 900, AFL-CIO. One of the above will be granted the time off, with the second at the discretion of the Chief of Police.

4. Officers and/or representatives of Local 39 shall be granted three (3) days of leave per year to attend training classes without loss of pay or benefits to further management-employee relations. Only one officer at a time will be granted this time off, with a second at the discretion of the Chief of Police.

5. The number of days off with pay and benefits under paragraphs 3 and 4 shall not exceed an aggregate of 4 days for the entire bargaining unit per calendar year.

6. Any Officer or Steward of Local 39 shall be allowed to investigate any situation/issue brought to his/her attention by either union members or management. If the nature of the issue is such that expedited handling will result in prompt disposition thereof without interference to department operations then management shall allow the Officer/Steward to investigate the matter while on duty, provided that public safety will always take priority over other business. It is further understood that time spent by Officers/Stewards on Union related matters while off duty is non-compensable. Time spent by Officers/Stewards processing matters through the grievance procedure, attending disciplinary sessions with supervisors, and attending disciplinary and/or administrative hearings before appropriate authorities shall only be paid for their regularly scheduled workweek.

12. WAGES

Effective with the 13th payroll of 2009, the current wage scale will increase two percent (2.0%) (Attachment A).

Effective with the 13th payroll of 2010, the current wage scale will increase two and one-half percent (2.5%) (Attachment B).

Any employee who was eligible and qualified for a step increase following the filing of the petition for certification shall have that step increase restored retroactive to the date of eligibility.

13. SHIFT DIFFERENTIALS

The differential for an evening shift shall be \$0.20 per hour and for a midnight shift shall be \$0.40 per hour.

14. LONGEVITY

LENGTH OF SERVICE STIPEND

| <u>Anniversary Date of Hire Received</u> | <u>Annual Amount</u> |
|--|----------------------|
| Years 10, 11, 12, 13, 14 | \$200 |
| Years 15, 16, 17, 18, 19 | \$250 |
| Years 20, 21, 22, 23, 24 | \$300 |
| Years 25 and beyond | \$350 |

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 \$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.

15. COURT TIME

Any employee who is not on duty and is required to appear in any court or administrative hearing shall be compensated for all hours worked at time and one-half the regular rate of pay and shall be guaranteed a minimum of three (3) hours compensation.

16. CALL BACK

Any employee who is called back to duty from off duty status shall be paid a minimum of three (3) hours at time and one-half their regular rate of pay. Should the call back extend beyond the three (3) hours, the employee will continue to be paid at time and one-half their regular rate of pay.

17. SEPARABILITY CLAUSE

Should any provision of this Agreement be held invalid by any court or tribunal of competent jurisdiction, or if compliance with or enforcement of any such provision should be restrained by any court, all other provisions of this Agreement shall remain in force.

18. COMPLETE AGREEMENT AND WAIVER CLAUSE

A. This Agreement constitutes the entire Agreement and final resolution of all matters in dispute between the parties arrived at as a result of collective bargaining negotiations, except such amendments hereto as shall have been reduced to writing and signed by the parties and any cost items resulting thereof have been approved by the Board of Selectmen and Town Meeting.

B. 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 parties for the life of this Agreement voluntarily and unqualifiedly waive 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 subject or matter may not have been within the knowledge or contemplation of any of the parties at the time this Agreement was negotiated or signed. The parties may, however, voluntarily agree to bargain collectively on any subject at any time.

C. This Agreement contains all of the agreements and understandings between the parties and supersedes all previous agreements and understandings, and no oral agreement or understanding survives the execution hereof.

19. EXPENDITURE OF PUBLIC FUNDS

Any agreement reached which requires the expenditure of public funds for its implementation shall not be binding upon the Town or Commission, unless, and until, the necessary specific appropriations have been made by the Wolfeboro Town Meeting at each of its appropriate annual meetings during the term of this Agreement. The Commission shall make a good faith effort to secure the funds necessary to implement said agreement at each of the appropriate annual Town Meetings. If such funds are not forthcoming at any time during the term of this Agreement, the Commission and Union shall resume negotiations regarding the matters affected.

20. DURATION OF AGREEMENT

This Agreement shall be effective on the date of execution and expire on December 31, 2010 Nothing in this agreement will be retroactive unless it is specifically described as such and the cost of such items is specifically approved by the Commission, Board of Selectmen and Town Meeting.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 18TH day of MARCH, 2009

Witness:

WOLFEBORO BOARD OF SELECTMEN

Linda T. Murray
Chair
David Devesal

[Signature]
[Signature]

Witness:

WOLFEBORO POLICE COMMISSION

Benjamin P. Rapp
Chair
Christopher Pike

[Signature]

Witness:

NEBPA LOCAL 39

Roger Mantel
[Signature]
[Signature]

**WOLFEBORO POLICE DEPARTMENT
2009 Salary Step Increase Summary (2% COLA)**

| | Probation | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
|-------------------|-------------|-------------|-------------|-------------|-------------|-------------|
| SGT | | | | | | |
| per Hour | \$20.09 | \$21.10 | \$22.15 | \$23.26 | \$24.41 | \$25.65 |
| per Week | \$803.76 | \$843.95 | \$886.15 | \$930.45 | \$976.98 | \$1,025.82 |
| per Year | \$41,795.52 | \$43,885.30 | \$46,079.56 | \$48,383.54 | \$50,802.72 | \$53,342.85 |
| Sr. Patrol | | | | | | |
| per Hour | \$19.15 | \$20.10 | \$21.12 | \$22.17 | \$23.27 | \$24.44 |
| per Week | \$765.82 | \$804.11 | \$844.31 | \$886.53 | \$930.85 | \$977.40 |
| per Year | \$39,822.43 | \$41,813.55 | \$43,904.23 | \$46,099.44 | \$48,404.41 | \$50,824.64 |
| Patrol | | | | | | |
| per Hour | \$18.24 | \$19.15 | \$20.11 | \$21.11 | \$22.17 | \$23.28 |
| per Week | \$729.50 | \$765.98 | \$804.28 | \$844.49 | \$886.72 | \$931.05 |
| per Year | \$37,934.21 | \$39,830.92 | \$41,822.46 | \$43,913.59 | \$46,109.27 | \$48,414.73 |
| Sr. Disp | | | | | | |
| per Hour | \$15.10 | \$16.45 | \$17.28 | \$18.13 | \$19.06 | \$19.99 |
| per Week | \$603.84 | \$658.19 | \$691.09 | \$725.65 | \$761.93 | \$800.03 |
| per Year | \$31,399.68 | \$34,225.65 | \$35,936.93 | \$37,733.78 | \$39,620.47 | \$41,601.49 |
| Disp | | | | | | |
| per Hour | \$13.97 | \$15.08 | \$16.44 | \$17.27 | \$18.12 | \$19.04 |
| per Week | \$558.96 | \$603.68 | \$633.86 | \$665.55 | \$698.83 | \$733.77 |
| per Year | \$29,065.92 | \$31,391.19 | \$32,960.75 | \$34,608.79 | \$36,339.23 | \$38,156.19 |

WOLFEBORO POLICE DEPARTMENT
2010 Salary Step Increase Summary (2.5% COLA)

SGT

| | | | | | | |
|----------|-------------|-------------|-------------|-------------|-------------|-------------|
| per Hour | \$20.60 | \$21.63 | \$22.71 | \$23.84 | \$25.02 | \$26.29 |
| per Week | \$823.85 | \$865.05 | \$908.30 | \$953.71 | \$1,001.40 | \$1,051.47 |
| per Year | \$42,840.41 | \$44,982.43 | \$47,231.55 | \$49,593.13 | \$52,072.78 | \$54,676.42 |

Sr. Patrol

| | | | | | | |
|----------|-------------|-------------|-------------|-------------|-------------|-------------|
| per Hour | \$19.62 | \$20.61 | \$21.65 | \$22.73 | \$23.85 | \$25.05 |
| per Week | \$784.96 | \$824.21 | \$865.42 | \$908.69 | \$954.13 | \$1,001.83 |
| per Year | \$40,817.99 | \$42,858.89 | \$45,001.84 | \$47,251.93 | \$49,614.53 | \$52,095.25 |

Patrol

| | | | | | | |
|----------|-------------|-------------|-------------|-------------|-------------|-------------|
| per Hour | \$18.69 | \$19.63 | \$20.61 | \$21.64 | \$22.72 | \$23.86 |
| per Week | \$747.74 | \$785.13 | \$824.39 | \$865.60 | \$908.88 | \$954.33 |
| per Year | \$38,882.56 | \$40,826.69 | \$42,868.03 | \$45,011.43 | \$47,262.00 | \$49,625.10 |

Sr. Disp

| | | | | | | |
|----------|-------------|-------------|-------------|-------------|-------------|-------------|
| per Hour | \$15.47 | \$16.87 | \$17.71 | \$18.58 | \$19.53 | \$20.49 |
| per Week | \$618.94 | \$674.64 | \$708.37 | \$743.79 | \$780.98 | \$820.03 |
| per Year | \$32,184.67 | \$35,081.29 | \$36,835.36 | \$38,677.12 | \$40,610.98 | \$42,641.53 |

Disp

| | | | | | | |
|----------|-------------|-------------|-------------|-------------|-------------|-------------|
| per Hour | \$14.32 | \$15.46 | \$16.85 | \$17.70 | \$18.58 | \$19.52 |
| per Week | \$572.93 | \$618.77 | \$649.71 | \$682.19 | \$716.30 | \$752.12 |
| per Year | \$29,792.57 | \$32,175.97 | \$33,784.77 | \$35,474.01 | \$37,247.71 | \$39,110.10 |