

AGREEMENT BETWEEN
THE TOWN OF WEARE
AND
AFSCME LOCAL 1801
PUBLIC WORKS DEPARTMENT
FOR
APRIL 1, 2013 to MARCH 31, 2014

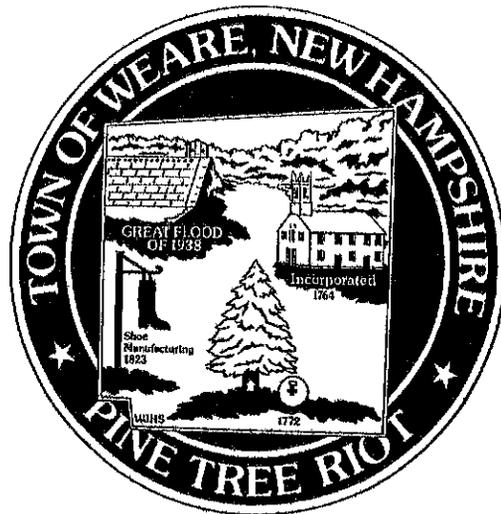


TABLE OF CONTENTS:

	Preamble	3
Article I	Recognition	3
Article II	Management Rights	3
Article III	Strikes and Lockouts	4
Article IV	Probationary Period	4
Article V	Seniority	5
Article VI	Disciplinary Procedures	5
Article VII	Grievance Procedure	6
Article VIII	Hours of Work and Overtime	7
Article IX	Leaves	9
Article X	Promotions and Transfers	12
Article XI	Insurance	12
Article XII	Uniforms	13
Article XIII	Holidays	13
Article XIV	Safety	14
Article XV	Allowances	15
Article XVI	Effort of Agreement	15
Article XVII	Wages	15
Article XVIII	Retirement	16
Article XIX	Worker's Compensation	16
Article XX	Separability	16
Article XXI	Bulletin Boards	16
Article XXII	Educational Reimbursement	17
Article XXIII	Duration	17

PREAMBLE

This agreement is entered into by the Town of Weare, hereinafter referred to as the Town/Employer and Local 1801 of the American Federation of State, County and Municipal Employees, Council 93, hereinafter referred to as the Union.

It is the purpose of this agreement to achieve and maintain harmonious relations between the Town and the Union; to provide for the equitable and peaceful adjustment of differences, which may arise, and to establish standards of wages, hours and other conditions of employment.

Article I RECOGNITION

The Town hereby recognizes the Union as the exclusive bargaining unit representative, pursuant to the provisions of New Hampshire RSA 273-A for all non-probationary full and regular part-time employees in the positions of:

Highway Department Foreman; Shop Foreman/Mechanic; Equipment Operator, Truck Driver, Transfer Station Foreman, Transfer Station Attendant.

It is specifically agreed by the parties hereto that any rights, duties or authority existing by virtue of the New Hampshire Revised Statutes Annotated not specifically abridged or limited by any of the provisions of this agreement shall prevail.

Regular full-time employees shall be regularly scheduled to work a schedule of forty (40) or more hours per week.

Regular part-time employees shall be regularly scheduled to work a schedule of at least twenty five (25) hours, but less than forty (40) hours per week. Unless specifically provided herein, regular part time employees shall not be eligible for benefits.

Casual part-time employees shall not be assigned a regular work schedule, but shall be scheduled for hours of work based on needs of the department. Casual part-time employees are not covered by this Agreement shall not be eligible for benefits provided herein.

Article II MANAGEMENT RIGHTS

Except as specifically limited or abridged by the terms of this agreement the management of the Town in all its phases and details shall remain vested exclusively in the Town and its designated agents.

The Town and its agents shall have jurisdiction over all matters concerning the management of Town Departments, including, but not limited to: the exercise of all of the rights, responsibilities and prerogatives that are inherent in the Employer or its agents by virtue of any statutes, regulations and/or ordinances, as well as all rights, responsibilities and prerogatives relating to, including, but not limited to, the direction of the work force, the establishment of rules and regulations, the establishment of qualifications for employment, the establishment of work and productivity standards, the right to hire, supervise, discipline or discharge, transfer, and relieve employees from duty, the right to decide job classifications, the right to abolish and create positions, the right to determine the schedule and hours of duty, the right to determine the methods, processes and manner of performing work and the general control of the operation of the Department in all its phases and details as well as all rights retained by virtue of, including, but not limited to, New Hampshire RSA Chapter 273-A, and any other provision(s) of the Revised Statutes Annotated or other laws.

Article III

STRIKES AND LOCKOUTS

Under no circumstances will the Union cause, encourage, sponsor or participate in any strike, sit-down, stay-in, stay-out, work slowdown, withholding of services or any curtailment of work or restriction or interference with the operation of the Department or the Town and the town agrees not to engage in any lockout.

Should any employee or group of employees covered by this agreement engage in any such prohibited activity prohibited under section 1 the Union shall immediately disavow any such activity and shall use all means available to induce such employee or group of employees to terminate such activity forthwith. It is understood that any employee violating this article may be subject to disciplinary action up to and including termination.

Article IV

PROBATIONARY PERIOD

The probationary period is time designated to assess an employee's performance and ability. The probationary period for any member shall commence upon the date of hire and remain in effect for six (6) months. Probationary employees are considered at will employees and may be terminated without cause, shall not be entitled to representation by the Union and do not have recourse to the grievance procedure or the appeal procedure described in the Town Personnel Policies. The Town shall have the ability, at its sole discretion, to extend the probationary period for cause, in no greater than ninety (90) day increments, to a maximum of one (1) year. Probationary employees are not covered under the terms of this agreement.

Article V

SENIORITY

Department seniority shall relate to the time an employee has been continuously employed by the Department in a full time status.

Seniority shall only be applicable after the completion of the probationary period. Full time employees shall have preference over part-time employees.

Where there are two (2) or more employees who are hired on the same day seniority will be based on the date each employee's application for employment was filed with the Town.

In the event of a lay-off, selection of those employees to be laid off will be based on ability, performance of duties, availability and merit but shall be based on classification seniority where ability, performance of duties, availability and merit are equal. Decisions related to lay-offs are subject to the grievance procedure.

It is understood that an employee retained must be qualified to perform the available work.

In the event of recall, employees shall be recalled in the reverse order of lay-off in each job classification, provided the employee is qualified to perform the job available. Recalled employees shall be mailed a recall notice which shall be sent to the last known address on Town records. It shall be the employee's responsibility to update such mailing address as necessary. An employee who fails to return to work within fourteen (14) calendar days of the mailing of the recall notice shall lose all recall rights and seniority. Recall right shall continue for one (1) year after date of layoff of the employee.

An employee shall lose seniority and shall no longer be covered by the provision of this agreement for, but not limited to the following reasons: (a) discharge not overturned by a competent authority; (b) voluntary quit, resignation or retirement; (c) failure to respond to a recall notice as specified above or (d) remaining on layoff for more than twelve (12) consecutive months.

Article VI

DISCIPLINARY PROCEDURES

All suspensions and discharges shall be stated in writing and a copy given to the employee and the Union within twenty four (24) hours whenever possible.

Disciplinary actions shall be for just cause and shall normally be taken in the following order: (a) verbal warning; (b) written warning; (c) suspension with or without pay; (d) termination. However, this sequence need not be followed if an

infraction is sufficiently severe to merit a greater level of discipline up to and including discharge.

Article VII GRIEVANCE PROCEDURE

Definition: A grievance under this article is defined as an alleged violation of the provisions of this agreement. Each grievance must be submitted, in writing, by the Union and must contain a statement of the facts surrounding the grievance, the provision(s) of this agreement allegedly violated and the relief requested.

Procedure: NOTE: ALL TIME FRAMES IN THIS ARTICLE ARE AGREED TO EXCLUDE WEEKENDS AND HOLIDAYS.

Prior to the institution of the formal grievance procedure hereinafter set forth, an employee who believes to have been aggrieved must attempt to informally resolve the matter with the appropriate supervisor. The supervisor has the responsibility to attempt to resolve the employee's grievance if the supervisor has the authority to do so. If the grievance cannot be resolved informally, the following procedure shall be utilized or such grievance shall be deemed waived.

STEP ONE: An employee desiring to process a grievance must file a written statement of the grievance to the Director no later than ten (10) days after the employee knew or should have known the facts on which the grievance is based. The Director shall meet with the employee and the Union Representative within ten (10) days following receipt of the grievance and shall give a written decision within ten (10) days after the meeting.

STEP TWO: If the employee or the Union is not satisfied with the decision of the Director, the employee or the Union must file within ten (10) days following the Director decision a written appeal with the Board of Selectmen setting forth the provisions of the agreement the Union believes has been violated by the Town. Within twenty (20) days following receipt of the appeal the Board of Selectmen shall either issue a written decision or schedule a hearing. Said hearing shall be held no later than twenty (20) days following receipt of the appeal. A written decision shall be rendered by the Board no later than twenty (20) days after the receipt of the appeal, if there is no a hearing, within ten (10) days of completion of a hearing

STEP THREE: If the Union is not satisfied with the decision of the Board of Selectmen the Union may file, within thirty (30) days following receipt of the decision of the Board of Selectmen, a request for arbitration to the New Hampshire Public Employee Labor Relations Board under its rules and regulations.

The arbitrator shall not have the power to add to, ignore or modify any of the terms and conditions of this agreement. The arbitrator's decision shall not go beyond what is necessary for the interpretation and application of the provisions of this agreement. The arbitrator shall not substitute the arbitrator's judgment for that of

the parties in the exercise of rights granted or retained by this agreement. The decision of the arbitrator shall be furnished in writing within thirty (30) days of the hearing. The decision of the arbitrator shall be final and binding on the parties.

The fees and expenses of the arbitrator shall be borne by the losing party.

The foregoing time limitations may be extended by mutual agreement of the parties,

Failure by the Union to abide by the time limits set out in this article shall result in the grievance being deemed abandoned. Failure by the Town to abide by the time limits set out in this article shall result in the grievance being deemed granted.

Each grievance shall be separately processed at any arbitration proceeding hereunder unless the parties agree otherwise.

Article VIII HOURS OF WORK AND OVERTIME

The normal work week for Highway Department employees shall begin on Monday and end on Friday. The regular daily work period will run from six (6) a.m. until six (6) p.m. during which full time Highway employees will work either an eight or a ten hour schedule. The regular work schedule for Transfer Station employees shall consist of four, nine hour days, Tuesday, Wednesday, Friday and Saturday with an additional four hours on Thursday. The Director may make changes to the regular work schedule, on a temporary basis, in the event that a particular project requires such a change. If such a change is required, the Director will make his/her best effort to give impacted employees advanced notice of the change in schedule. Revisions in an employee's work schedule of a temporary nature resulting from severe weather conditions or other unanticipated events can be made by the Director or his/her designee without the above mentioned thirty day advance notice. The Town agrees that it will not send employees home for the sole purpose of avoiding the payment of overtime.

No employee shall receive more than the single highest rate of pay set forth in any provision of this Agreement which is applicable to any work performed or service rendered by an employee and in no event shall there be any duplication or pyramiding of any two or more of the benefits provided in this Agreement for any work performed or service rendered.

It is the responsibility of all able bodied employees to make themselves available for duty for election related activities as well as during the course of emergencies, including but not limited to snow or other weather related emergencies, unless excused by the Director. Upon being ordered in, he/she shall be paid a minimum of two hours of overtime regardless of the actual hours worked.

All hours worked in excess of forty (40) hours in any one (1) week for hourly rated employees shall be paid at the rate of time and one-half. Hours actually worked and hours paid for holiday pay, as defined in the CBA, shall be counted as hours worked for the purpose of computing overtime.

Any person who has left their place of employment and is recalled for work prior to the next normal shift will be paid for a minimum of two (2) hours at straight time unless such call back would otherwise result in overtime eligibility as provided above. An employee who is called back and who completes the required task and returns to his/her residence within the two (2) hour minimum guarantee may be called back for additional emergency or overtime without an additional two (2) hours minimum work guarantee. It is the purpose and intent of this Section to assure an employee of at least two (2) hours of pay at overtime rates for the inconvenience of being called back to work between the normal shifts, but not to be separately paid for several call backs within the same two (2) hour minimum guarantee period.

Any employee who is called in one (1) hour or less prior to the start of his/her normal shift shall receive such two (2) hour minimum guarantee outlined in the previous Subsection of this Section. Employees who are scheduled to report to work one hour (1) prior to the start of their normal shift will be paid at the appropriate rate and will not be entitled to the minimum pay referred to herein.

Employees shall be allowed a one-half ($\frac{1}{2}$) hour unpaid lunch break and two (2) paid fifteen (15) minute breaks; one occurring mid-way between the start of a shift and lunch break and one occurring generally mid-way between lunch and the end of a shift. Additional breaks may be granted during certain overtime events at the discretion of the Director.

On occasion, demands of the department may result in the canceling of breaks. Employees are not permitted to leave early when a break is canceled.

Employees will not be paid overtime if the additional hours worked follow a regularly scheduled work day which they have called in sick, unless they have been ordered by the Administration to work that additional day, or the additional hours exceed forty hours worked in the work week.

Overtime shall generally be assigned based on a rotational list that includes personnel in each department who ordinarily perform such related work in the normal course of their work week. It is the current practice of the Department to post a "sign up" sheet for those interested in working overtime during "summer months", and to use this list when offering overtime work in these months. This practice will continue until such time as it becomes apparent that there are not enough volunteers to cover the work that is required, or the parties mutually agree to suspend the use of this list. In the event that the use of this list is suspended, overtime will be offered to employees on a strict rotational basis unless another alternative is agreed upon by the parties. It is understood that during snow emergencies, the Director/Supervisor has the right to assign overtime, without adherence to any predetermined list, to best accomplish the task at hand.

Employees who are offered work and refuse will be credited with having had their turn on the rotation. When, in case of emergency, it is necessary to call in personnel from other departments to aid and assist, the personnel from departments other than the department which normally performs such related work shall be released from their duties first when the situation allows.

It is understood that management retains the right to call in a foreman and/or supervisor to assess any potential situation that may require overtime and determine the appropriate proper course of action to correct the problem. If, in the opinion of the foreman or supervisor, the problem is such that they can correct the problem without additional help, they may do so.

Article IX LEAVES

Military Leave: Employees who are in the U.S. military reserves or National Guard and who are required to perform training field duty shall be paid by the Town the difference between their regular weekly pay and their military compensation. This provision does not apply to weekend drill. Absences for military leave must be reported as soon as possible to the Director. Leave for training or active duty with the National Guard or Reserve components of the Armed Forces shall be granted in accordance with USERRA.

Bereavement Leave: An employee shall be granted a maximum of three (3) normally scheduled work days with pay between the date of death and the date of the funeral/internment when a death occurs in the immediate family. Extra time may be approved at the discretion of the Department Head or Supervisor for unusual circumstances. The extra time would be charged to any existing vacation or bonus leave the employees has available at the time the leave is granted. Immediate family shall include: spouse or domestic partner in a civil union, (step) mother; (step) father; (step) son; (step) daughter; (step) brother; (step) sister; grandparent, father-in-law, mother-in-law, or a blood relative or ward residing in the employee's home at the time of death. Where step and in-law is used, this would also apply to domestic partners in a civil union. Employees shall also be allowed one (1) day with pay to attend the funeral/internment of an aunt, uncle or grandparent-in-law.

Leave of Absence: Regular, full-time employees who have completed their probationary period may apply for and be granted a leave of absence without pay for reasons such as personal illness or other compelling or urgent reasons. Such leave shall be upon the recommendation, in writing, by the Director to the Board of Selectmen. The Board may grant such leave of absence not to exceed one (1) year. An employee who accepts employment or conducts business during a leave of absence shall be immediately terminated; unless, such activities have been previously approved by the Town. Failure of the employee to report promptly at the expiration of the leave shall be cause for dismissal.

Bonus Leave: A regular, full -time employee, who has completed his/her probationary period, shall be eligible for Bonus Leave. Bonus leave for eligible employees will accumulate at the rate of eight hours for every quarter in which no sick leave was taken, up to a maximum of thirty two (32) hours per year. Time off for Bonus leave will be awarded similar to vacation leave. All Bonus leave must be used before the end of the first quarter of the following year. Bonus leave not used will be paid out in the first pay period in April.

Maternity Leave: Shall be in accordance with Town policy and all applicable law. Guidelines.

FMLA: Employees on FMLA leave will receive benefits in accordance with the Town's Personnel Policies and all applicable law.

Jury Duty: An employee 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 allowance or reimbursement of expenses), paid for each day on which he/she 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/she reported for or performed jury duty on the days for which he/she claims such payment. The provisions of this section are not applicable to an employee who, without being summoned, volunteers for jury duty.

Sick Leave: Sick leave is intended for the employee's own illness or injury which prevents him/her from performing his/her duties or which would jeopardize the health of others.

Full time bargaining unit employees who have completed their probationary period shall earn sick time at the rate of ten (10) hours per calendar month or fifteen (15) days per year. Sick leave may be accumulated to a maximum of seven hundred and twenty (720) hours.

Part time bargaining unit employees who have completed their probationary period and who work at least twenty five (25) hours per week shall earn sick time at the rate of 4.66 hours per calendar month, or seven (7) working days per year. Sick leave may be accumulated to a maximum of one hundred and sixty eight (168) hours.

If an employee is absent, he/she must notify their supervisor within thirty (30) minutes of starting time, except in the event of an emergency.

If an employee is absent for more than three (3) consecutive days, the employee must present the Supervisor a certification from a health care provider advising the validity of such absence upon the employee's return to work.

If an employee is absent three (3) consecutive days without notifying his/her supervisor, it will be assumed that he/she has abandoned their position. Abuse of sick leave or frequent absence or tardiness will be cause for discipline up to and including termination. Sick leave abuse includes working for another employer while on sick leave, any misrepresentation or untruthfulness in connection with the use of sick leave or any pattern of sick leave use.

Sick Leave Payout – Bargaining unit members hired on September 1, 2003 or thereafter shall receive payment of the unused balance of their sick leave upon severance of service or retirement according to the following schedule:

20 - 25 YEARS – 50%
25 - 30 YEARS - 75%
30 + YEARS - 100%

Employees hired prior to September 1, 2003 shall receive sick leave payout in accordance with the policy that was in effect prior to September 1, 2003. For the purposes of determining eligibility for payment, retirement shall be defined as: (1) retirement from Town service and meeting the eligibility requirements for the retirement system in which the member participates; or (2) voluntarily leaving Town service after having reached age 55 and completing twenty (20) years of continuous service.

Vacation:

Vacation accrual shall be based on the anniversary date of hire. If an employee is terminated or severs service with the Town all accumulated unused vacation time shall be paid to the employee at his/her then current rate.

Vacation will be earned during the probationary period but may not be used until the probationary period is completed. When available, vacation time can be used in no less than one hour increments(revised by agreement, 10/26/09). Special circumstances may be addressed, on an individual basis, by the Director.

Full time employees shall earn vacation leave based on their length of employment as follows:

1 - 3 Years - 80 hours
4 - 5 Years - 96 hours
6 - 10 Years - 120 hours
11 - 15 Years - 160 hours
16+ Years - 200 hours

The above benefit shall be determined on a pro-rata basis for regular part time employees.

An employee shall be allowed to carry over one half (1/2) of any vacation accrual earned in the previous year. At no time may an employee have more than one and one-half (1½) times his/her annual accrual on the record

Article X PROMOTIONS AND TRANSFERS

The Town reserves and shall have the right to make promotions and transfers based on ability, performance of duties, availability and merit but shall be based on Department seniority where ability, performance of duties, availability and merit are equal.

Job to be filled through promotion shall be posted on the bulletin board for a period of ten (10) work days.

Job postings shall include title, job specifications, rate of pay, and the work hours.

Candidates who apply for the vacancy shall be notified by the Town regarding the status of their application.

An employee who is promoted to a higher level position within the bargaining unit shall be placed in a promotional probationary status for a period of six (6) months.

In the event an employee does not successfully complete the probationary period, that employee shall be returned to the position held prior to promotion, if that position is available and scheduled to be repopulated by the Department. If the position is not available, or is not to be repopulated, the employee will be terminated.

Temporary assignments to other job classifications shall be made at the discretion of the Director.

If an employee transfers to a different job classification, and the rate of pay for the new classification is lower than the employee's previous rate of pay, the employee will receive the rate of pay for the new classification.

Article XI INSURANCE

Hospital/Medical Insurance: Non-probationary regular full-time bargaining unit members shall receive health insurance, as selected by the Town. The Town shall pay not less than 80% of the monthly premium. The Town reserves the right to change carriers or to amend its benefit plans, including deductibles, co-pays and employee contributions upon reasonable notice to its employees. The Town will pay a proportionate share of coverage for regular part time employees who work twenty five (25) hours or more per week based on the ratio of hours worked to a forty hour work week.

In the event an eligible employee elects not to participate in the medical insurance program, the Town shall pay, upon satisfactory evidence that he/she has health

insurance coverage through a spouse or other family member's policy, five thousand, five hundred dollars (\$5,500) for employees, and payable to the employee on a quarterly basis. Employees who wish to participate in this plan must comply with the requirements set forth in the Town's Personnel Policy.

Life Insurance: The Town shall provide life insurance to all non-probationary regular, full-time employees, the provider and the amount of insurance to be selected by the Town.

Liability Insurance: The Town shall indemnify any employee covered by this agreement for judgments arising out of the employee acting in good faith within the scope of the employee's employment.

Dental Insurance: The Town offers each employee the opportunity to purchase dental insurance through payroll deduction payable to any town approved carrier.

Article XII UNIFORMS

Uniforms shall be worn as issued, without alteration, during all on-duty working hours. The tee shirt will be the minimal dress of the upper torso.

Uniform items found to be in need of replacement must first be shown to the Director for approval of replacement.

The Department will make available to employees rain suits, rain boots, and waders in various sizes to be worn as necessary and will not be issued to individual employees.

Employees are to refrain from wearing any uniform item in public other than going to and coming from their work location or stopping to tend to personal business immediately before or after working hours.

No employee in uniform may go to or visit any establishment that serves alcoholic beverages.

Any abuse, vandalizing or willful damage of any item of clothing issued by the Department will be grounds for disciplinary action.

All uniform components are the property of the Department and shall be returned cleaned, upon termination of employment.

Article XIII HOLIDAYS

All non-probationary employees shall be paid for the following named holidays.

New Year's Day
Presidents' Day
Memorial Day
Veterans' Day
Christmas Day

Independence Day
Labor Day
Thanksgiving Day
Day After Thanksgiving

Employees shall earn two floating holidays each year, earned on January 1. Requests to use the floating holiday shall be made and approved in the same manner as vacation leave. When operational requirements allow and Christmas Eve falls on a regular work day, employees will be allowed one half day off, with straight time pay, on that day. If, however, conditions are such that employees are required to work during this time, they will do so at their regular straight time rate.

All work performed on a holiday shall be paid at the rate of time and one-half over and above the regular holiday pay for all hours worked, for a total of 2 ½ times. They are not entitled to any additional pay for hours worked on that day.

An employee shall be entitled to the holiday pay referred to above if the employee works the last regularly scheduled workday preceding the first regularly scheduled workday following the particular holiday but not otherwise unless approved by the Director or his designee.

When a Holiday falls on a Monday during the ten (10) hour work schedule, the Public Works Employees will take the next day off.

When a Holiday falls on a Monday, the Transfer Station employees will be allowed to save the Monday holiday, but this saved Holiday must be used within the next two (2) pay periods. Saturdays are excluded from the days that may be substituted for saved Holidays.

Article XIV SAFETY

The Town shall have the right to make regulations for the safety and health of its employees during their hours of employment.

The Department may adopt rules for the operation of the Department and the conduct of its employees provided such do not conflict with any of the provisions of this agreement.

Departmental property issued to employees or personal property which is required by the Town that is lost, stolen or damaged during the course of an employee's duty shall be replaced by the Town at no cost to the employee, provided the employee reports immediately to the Director that a loss has occurred and the loss was not due to the negligence or carelessness of the employee.

Article XV ALLOWANCES

Meals: When an employee is assigned to school/training the following amounts will be reimbursed for meals up to: breakfast - five (\$5.00) dollars; lunch - eight (\$8.00) dollars; dinner - fifteen (\$15.00) dollars, upon submittal of receipts for meals, excluding alcohol.

Mileage: When an employee is required to use his/her personal vehicle to do Department business he/she shall be reimbursed at the official IRS rate.

Specialty Assignments: Will be compensated at the direction of the Director.

Article XVI EFFECT OF AGREEMENT

The parties acknowledge that during the negotiations which resulted in this agreement each had 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 agree for the life of this agreement each 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 referred to or covered in this agreement. The parties may however, voluntarily agree to reopen contract negotiations on any subject at any time.

This instrument constitutes the entire agreement and final resolution of all matter in dispute between the Town and the Union arrived at as a result of collective bargaining negotiations, except such amendments hereto as shall have been negotiated by mutual agreement and reduced to writing and signed by the parties.

Article XVII WAGES

Shall be paid in accordance with Appendix ____.

The Town reserves the right to hire employees at a rate higher than the minimum rate for the hiring classification if the Town deems such action to be warranted.

Article XVIII RETIREMENT

The Town of Weare shall continue to contribute to the NH Retirement System for all eligible employees at the applicable contribution rate established by the state.

Upon retirement from Town service eligible employees are entitled to all accrued vacation and bonus leave. Sick leave will be paid in accordance with Article IX.

Article XIX WORKERS' COMPENSATION

The Town shall select a carrier to provide Workers' Compensation and Unemployment Insurance for the employees. The Town shall defray the premiums.

Article XX SEPARABILITY

In the event that any article or section of an article of this agreement is declared to be illegal, void or invalid in whole or in part by a Court of competent jurisdiction after all appeals, if any, have been exhausted, all other articles and sections of this agreement shall remain in full force and effect to the same extent as if that article or section had never been incorporated in this agreement and in such event the remainder of this agreement shall continue to be binding upon the parties hereto.

Article XXI BULLETIN BOARDS

The Union may post notices on space provided by the Town on its bulletin boards where notices usually are posted by the Town for employees to read. All such notices shall be on Union stationary, signed by an official of the Union, and shall only be used to notify employees of matters pertaining to Union affairs. The notices may remain posted for a reasonable period of time. No material shall be posted which is inflammatory, profane or obscene or sensitive or which constitutes election campaigning material for or against any person, organization or faction thereof. Should the Union have a posting which is deemed inappropriate, it will be taken down immediately, then at the earliest possible time agreeable to the President of the Union or his designee, and the Director of Public Works or his designee, a meeting will be held to discuss the issue.

Article XXII EDUCATIONAL REIMBURSEMENT

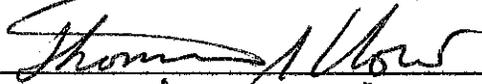
1. Subject to budget restrictions, employees may request reimbursement for the cost of tuition for job-related course(s) taken at their own initiative.
2. Employees must make the request, **in writing**, prior to registering for the course. The request shall be submitted to the Department Head outlining: institution offering the course; course content; cost; benefit to the employee and the Town.
3. The Department Head will review the request **and will respond in writing, with his/her approval denial**. If approved, upon completion of the course the employee will submit documentation of achieving a passing grade of "C" or better and a receipt for the cost of the course. Reimbursement shall be set at the following rates:

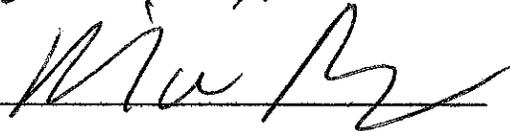
A or 93-100	100% reimbursement
B or 84 - 92	85% reimbursement
C or 75 - 83	75% reimbursement

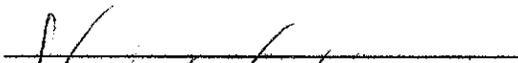
Article XXIII DURATION

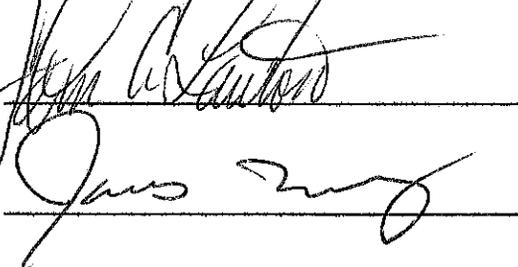
This agreement shall be in full force an effect from April 1, 2013 through and including March 31, 2014.

FOR THE TOWN OF WEARE, NH









FOR AFSCME COUNCIL 93

