

2023 to 2024 AGREEMENT  
BETWEEN  
TOWN OF WOLFEBORO  
AND  
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES  
LOCAL NO. 534

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## AGREEMENT

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

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

### ARTICLE 1 DEFINITIONS

In this Agreement, unless the context requires otherwise:

1. "Wolfeboro" or "Town" means the Town of Wolfeboro.
2. "Town Manager" means the Town Manager of the Town of Wolfeboro.
3. "Employee" means a permanent, full-time employee who is employed in a position in the Bargaining Unit certified by PELRB on May 18, 2021.
4. "PELRB" means the Public Employee Labor Relations Board of the State of New Hampshire.
5. "Union" means American Federation of State, County and Municipal Employees, Council 93, Local #534.

### ARTICLE II RECOGNITION

1. The Town of Wolfeboro hereby recognizes the Union as the exclusive bargaining representation pursuant to RSA 273-A for permanent, full-time employees in the Bargaining Unit as certified by PELRB Order, issued May 18, 2021. Excluded from recognition under this Agreement are all other employees of the Town of Wolfeboro. It is specifically agreed by the parties hereto that this Agreement applies only to those permanent, full-time employees in the job classifications set forth in said PELRB Certification.

2. All new employees shall serve a probationary period of six (6) months, and during this period shall be classified as probationary employees.

Probationary period and extension thereof: All appointments will be made for a working test (probationary) period during which the employee will be subject to close review relative to his/her competency to carry out work assignments. The Town Manager may, upon request of the Department Head, extend this probationary period for an additional three (3) months if, in their opinion, it is necessary. Probationary employees are considered to be at-will employees and may

be terminated with or without cause. Probationary employees are not entitled to representation by the Union and are not covered by this Agreement and matters concerning probationary employees are not subject to the grievance procedure.

All new hires at the Fire Department shall serve a probation period no greater than 364 days from date of hire.

### ARTICLE III NON-DISCRIMINATION: COMPLIANCE WITH LAWS

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

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

### ARTICLE IV MANAGEMENT RIGHTS

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

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

Annual Evaluation. Each employee in Town service shall, annually, have his/her job performance evaluated by his supervisor. Said evaluation shall be completed by no later than September 30<sup>th</sup> of each year and shall be on a form determined most appropriate for each 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 and indicate whether or not he/she chooses to challenge the rating. In addition, the employee shall

have the option of having the Town's Human Resource Department representative sit in during the evaluation meeting between the employee and the Department Head, and shall have the right to appeal his/her performance reviews to the Town Manager.

## ARTICLE V UNION MEMBERSHIP DEDUCTIONS

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

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

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

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

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

3. It is recognized that the negotiation for an administration of the Agreement entails expenses which appropriately should be shared by all Employees who are beneficiaries of the Agreement. To this end, if an Employee in the bargaining unit does not want to be a member of the Union, he/she must sign a statement to that effect. The Employee shall also acknowledge and agree that if representation by the Union is requested by the Employee, the Employee will be required to pay the union all expenses to the extent permissible by applicable law, prior to any representational duties take place.

ARTICLE VI  
PROMOTIONS; TRANSFERS; HIRING

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

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

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

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

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

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

4. When an employee is involuntarily transferred or demoted to a lower classified position, and if the employee's wages are higher than the wages of the position to which he/she is being transferred, the employee's wages will be frozen until such time that annual adjustments to the pay plan bring the employee's compensation within the range of his/her new position. However, if an employee voluntarily seeks a transfer or demotion to a lower grade position, the employee's wages shall not exceed the maximum step for the employee's new position.

ARTICLE VII  
SENIORITY; LAY-OFFS; REHIRING

1. Seniority. In this Article:

“Department seniority” means the length of time that any Full-time employee has been continuously employed within the same Department.

“Classification seniority” means the length of time that a Full-time employee has been employed within a particular grade classification.

Until an employee has successfully completed the probationary period, the employee shall have no seniority status. A probationary employee who becomes a permanent, full time employee shall have seniority computed from the date of original hire into a full-time position or from the date of hire into the new classification, as appropriate.

2. Layoff-Offs. In the event of a formal job lay-off, specifically designated as such and authorized by the Town Manager through a Department Head, in any of the job classifications covered by this Agreement, the Department Head through the Town Manager reserves the right to determine the person(s) to be laid off in that job classification. Such decision shall be based upon qualification, skill, experience, training, performance of duties, physical fitness, difficulty in filling the position, effects upon Departmental operations or efficiency, classification seniority, whether employees are in duty, on a leave status, engaged in work in another Department and the length of times that an employee has been employed by the Town. Personnel on military leave will not be affected. No permanent full-time employees shall be laid off from any position while there are emergency, part-time, temporary, or probationary employees in similar positions in the same Department.

Following lay-off approval from the Town Manager, 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 effect date thereof.

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

ARTICLE VIII  
HOURS OF WORK – OVERTIME – CALL BACK & STANDBY

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

Department	<u>Hrs. Per Day</u>	<u>Hrs. Per Week</u>	<u>Day Per Week</u>
Electric (clerical)	8	40	As scheduled
Town Offices	7	35	As scheduled
Public Works Dept.	8	40	As scheduled
Parks & Recreation Dept.	8	40	As scheduled
Planning & Development (clerical)	8	40	As scheduled
PW Administrative Assistant	7	35	As Scheduled
Fire Lieutenants	24	48	As Scheduled
Fire Fighters	24	48	As Scheduled

3. Overtime. Overtime shall be worked as assigned, except for due cause as determined by the employee's supervisor. In an emergency, it is expected that all able-bodied employees will work. Hours of overtime will be computed per the provisions of the Fair Labor Standards Act (FLSA). Employees not exempted from the provisions of the FLSA shall receive overtime pay at the rate of one and one-half the regular rate of pay for work actually performed in excess of forty (40) hours per week/ forty-eight (48) hours per week for Fire personnel, or in excess of eight (8) hours per day/twenty-four (24) hours per shift, or when ordered in to work by the Town Manager or his/her designee. No paid time off (Leave taken for vacation, sick, holiday, etc.) shall be included for the purposes of calculating time worked.
4. Members engaged in winter operations between November 1 and April 1 may accrue compensatory time in lieu of overtime, accrued time shall be used within 14 days of earning.

2.A. Fire Department employees shall receive overtime for all call backs, training, classes, details or any other event outside the normal schedule, regardless of hours worked that pay period. Employees shall be compensated for actual time for incidents which may occur at shift change. Training shall be compensated for actual time.

3. Call Back.

A. Employees who are called back to duty after the conclusion of their regular workday shall be paid for a minimum of 3 hours of service at the rate of time and ½ their regular rate of pay.

Fire Department employees who are called back to duty after the conclusion of their shift shall be paid a minimum of 3 hours of service at a rate of time and ½ their regular rate.

B. If the need for service is less than 3 hours, the employee shall be guaranteed 3 hours at the time and ½ rate. In the event an employee is called back more than once during a single 3-hour period, the employee shall be paid only for 1 call back period.

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

D. Any AFSCME employee who is called back to work and works all or part of the meal hour will be entitled to reimbursement of that meal at the appropriate rate. When an employee is required to work overtime or is called out and such overtime forces him/her to miss his/her regular meal hour, the Town will provide a meal allowance of \$10.00 for Breakfast, \$10.00 for lunch, and \$20.00 for dinner. Employees working during these hours shall be paid such meal allowances. This benefit applies only to personnel working within the Public Works Department.

4. Stand-By.



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

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

C. Employees so assigned to stand-by duty shall receive compensation of \$35.00 per day for the duration of the contract for Saturday, Sunday and \$50.00 per day for a Holiday in addition to compensation for time actually worked. There shall be no reduction in stand-by rate if an employee on stand-by is called in and reports to work.

D. The full-time permanent Maintenance Division workers at the Parks & Recreation Department shall be assigned to stand-by duty and receive compensation per Section C above for the period of October through March each year.

E. The provisions of section 4 do not apply to the Fire Department.

Section 5. Breaks: a ten (10) minute break will be scheduled at the 9:00 am and 2:00 pm, these times may be adjusted to meet the operational needs of the department.

## ARTICLE IX WAGES

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

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

3. Wages will be adjusted for eligible employees in accordance with the wage schedules attached as Appendix A.

Year 1 (2023); Effective March 27, 2023 the 2022 18-step pay plan matrix will increase by 3% COLA and all employees will receive a step increase. Step increases shall be subject to satisfactory performance as determined by annual performance appraisals, which shall be subject to Article XV, the Grievance Procedure.

Year 2 (2024): Effective March 25, 2024, the 2023 18-step pay plan matrix will increase by 3.5% COLA. No step increase to be received in 2024.

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

ARTICLE X  
BENEFITS

1. Holidays.

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

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

In addition, Solid Waste employees will have Easter Sunday off, but there will be no holiday pay or time and one half pay involved.

If work is required on any official holiday, the Department Head shall determine whether to grant an alternate day off or grant pay at standard overtime rates in addition to the paid holiday. Fire Department personnel receive Holiday pay on the actual holiday. Non-working members of the Fire Department shall be compensated 9.6 hours holiday pay.

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

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

2. Leave Time.

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

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

All full-time employees shall take and use a minimum of two weeks (ten work days) of leave time as vacation per calendar year.

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

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

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

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

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

F. Leave time may be continuously accrued, up to a cap of 420 hours for 35 hour employees and 480 hours for 40/48 hour employees. Employees with more than 420 hours and 480 hours respectively will not lose those days, but the accruals will be reduced as used until reaching the 480/420 hours caps. If an employee transfers or occupies other positions within the work force, covered by this agreement, leave time will continue to be based upon unbroken years

of service. Upon severance of employment with the employer, the employee shall be paid for unused leave time based upon the employee's current hourly wage to a maximum of 350 hours for 35 hour employees and 400 hours for 40 hour employees. Employees hired on or after July 1, 2009 shall be paid for unused accrued leave time based upon the employee's hourly wage to a maximum of thirty-five (35) hours for 35 hour per week employees and to a maximum of forty (40) hours for 40 hour per week employees. Fire Department Personnel shall be paid for unused leave time based upon the employee's current hourly wage to a maximum of 48 hours for 48-hour employees.

Examples: a) For Leave Taken Over Cap – John, a long-term employee, has accrued 750 hours of leave time prior to January 1, 2011. He continues to earn 28 days of leave time per year. During the course of the year, he used 24 days of leave time for vacation, sick, and personal time. The remaining balance of 4 days is not added to his previously accrued leave time total.

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

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

H. Leave Time Donation as follows: If members of the unit wish to voluntarily contribute surplus leave time to a fellow unit member who has exhausted all his/her accrued leave time due to extended illness or injury, members may contribute accrued leave time to that employee so long as they maintain a minimum of 40 hours of accrued leave time.

I. Employees may request to be paid for approved accrued leave the week prior to actual leave. Requests for advanced accrued leave payment must be submitted to the Town Manager in writing not less than two (2) pay periods prior to the scheduled leave.

J. Bereavement leave of three (3) working days with pay, not to exceed twenty-four (24) hours, between the date of death and the date of the funeral shall be granted to a permanent employee in the event of the death of his/her: spouse, child, father, mother, sister, brother. One (1) Bereavement Day, not to exceed eight (8) hours, may be used for the purpose of attending the funeral in the event of the death of the employee's father-in-law, mother-in-law, son-in-law, daughter-in-law, grandmother, grandfather, grandchild, brother-in-law, sister-in-law, aunt, uncle or a blood relative or ward residing in the same household. Earned time may be used to take additional days.

K. Leave Time Accrual

Weekly Leave Time Accrual 35 Hour Work Schedule

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

Weekly Leave Time Accrual 40 Hour Work Schedule

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

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

Weekly Leave Time Accrual 48 hour Work Schedule

Term of Service	Scheduled Hours	Accrual Percentage	Hours Accrued Per Week
0-5 Years	48	10.00%	4.80
5 – 10 Years	48	11.00%	5.28
10 – 15 Years	48	12.00%	5.76
15 – 20 Years	48	13.00%	6.24
20 – 25 Years	48	14.00%	6.72
25 Years +	48	15.00%	7.20

3. Medical and Insurance Benefits.

Employees shall be provided a cafeteria type arrangement, pursuant to applicable federal and state law. Employees shall be provided an allotment for purchasing medical and dental insurance. It is intended that each employee, in order to qualify for an allotment, based

upon eligibility, must enroll in a medical insurance plan and/or a dental insurance plan. Employees must enroll in a medical insurance and/or dental insurance plan unless such employee provides proof of coverage (e.g., insurance card). Allotments are calculated in accordance with Appendix D.

If the Town determines that comparable coverage, with no decrease in the level of benefits, under a different provider or program is available, the Town Manager may, at his sole discretion, switch health insurance coverage to that provider or program. 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.

The parties recognize that increasing health insurance premium costs are adversely affecting both the Town and the Employees. In the event the Town or the Bargaining Unit determines there is a need to consider other providers, cost reducing alternatives and/or coverage options, the Town and the Union will convene a Joint Labor/Management committee to explore and assess any such options. The Joint Labor/Management committee shall consist of members from each bargaining unit, members of the exempt staff as well as the Town Manager and the Finance Director. The Joint Labor/Management committee shall not bind the bargaining unit and shall not obligate the parties to reopen the collective bargaining agreement-mid-term.

3.A. The Parties agree that in the event that it becomes evident that pursuant to the terms of the Affordable Care Act (ACA) or any other equivalent federally mandated Act, any of the health insurance plans provided under this Agreement will become subject to the co-called "Cadillac Tax" on amounts in excess of federally established thresholds, whether it applies to either of the Parties, plan administrator, insurer, or risk pool:

1. Either Party may request that Article X Benefits be reopened to further negotiate with the intent being that adjustment(s) shall be made to eliminate added costs for either of the parties, plan administrator, insurer and/or risk pool related to the so-called "Cadillac Tax."

3.B. In recognition that the cost of health care affects net wages for all employees; and in further recognition that benefits are a significant expense for the Town of Wolfboro; Be it further resolved that in the event that health insurance rates have a gross increase of over 10% in any year:

1. Either party may request that Article X Benefits be reopened to further negotiate with the intent to reduce the cost of health insurance for both parties.

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

5. Life Insurance. The Town shall provide a group term life insurance policy for eligible employees in the amount of \$100,000.00, which reduces to \$50,000.00 at age 70 or older.

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

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

8. Uniforms. If the Town requires any employee to wear a uniform, said uniforms shall be provided at the Town's expense. Office staff are not required to wear uniforms. Office staff shall have an annual budget of \$150 for approved apparel with Town Logo, which shall be replaced as necessary.

Fire Department Uniform issue shall include:

Four (4) pair of pants	Four (4) T shirts
Two (2) Short Sleeve work Shirts	Two (2) Long Sleeve Work Shirts
Two (2) Job Shirts	One (1) Windbreaker
One (1) Winter Coat	One (1) Summer Coat
One (1) Float Coat	One (1) each Ball Cap, Winter Hat
One (1) Belt	Required Holsters
One (1) pair of Boots	One (1) Set of Full PPE

After Probationary Period completed:

One (1) Set of Full PPE (additional) One (1) Class A Uniform and Dress Shoes

9. Boots. The Town agrees to provide boots to eligible employees/covered (\$300 per year) by this Agreement based on the various types needed for specific duties performed and working conditions involved to ensure safety. Reimbursement will be made upon submission of a paid invoice.

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

B. Employees holding the following Licenses, not required in their current job description shall receive a \$100.00 stipend, maximum 3 stipends (\$300.00) per employee, provided that the licenses are directly related to job duties. Payable the first pay period of December each year, based upon licenses held as of November 1 of said year. **Employees will submit held license reimbursement request to HR or with timesheet during the first pay period in November using the attached form.**

Road Scholar	CDL-A	Advanced DES Certification
Tanker Endorsement	ASE	AC609
Water Treatment 1	Distribution II	Backflow
Confined Space Certificate	State Inspection License	
Supervisors Academy		
Haz Mat Technician	Fire Officer I&II (Excluding Lieutenants)	
Fire Inspector I	Advanced EMT	Firefighter III
GFOA Certification		

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

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

## ARTICLE XI BULLETIN BOARDS

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

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



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

## ARTICLE XII SAFETY

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

The Union's and the employees' concerns and input into these regulations shall be given full consideration by the Town Manager. In order to facilitate such consideration, the Town Manager shall meet with representatives of the Union upon request to discuss safety items, that the obligation to so meet is limited to act not more than once every 90 days except in the case of an emergency.

## ARTICLE XIII TOWN DIRECTIVES

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

## ARTICLE XIV DISCIPLINARY PROCEDURES

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

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

A. Informal action: Copies of oral warnings that are documented in writing shall be provided to the subject employee.

- B. Written warning.
- C. Suspension, with or without pay.
- D. Discharge.

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

Disciplinary actions, such as written warnings and suspensions, which occurred five or more years in the past shall not be used as the basis for progressive disciplinary action if there have been no disciplinary actions against an employee in the interim five-year period. This provision does not apply to convictions for Driving Under the Influence per Section 4 below.

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

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

## ARTICLE XV GRIEVANCE PROCEDURE

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

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

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

4. The grievance procedure shall be specified in this subsection including the steps enumerated herein up to and including the Personnel Board of Review. Said Personnel Board of Review shall be the same Board established pursuant to the Town of Wolfeboro Personnel Policy except that, if one of the employee members of the Personnel Board of Review is not, at that time, a member of the Union, then one of the employee members shall be replaced by an employee designated by the Union. The replacement shall serve only on the pending grievance. The replacement of the employee members shall be on an alternating basis. A grievance shall be filed in writing within ten (10) Administrative working days after the event giving rise to the alleged grievance or rights under this Article shall be waived.

A. Employee and Department Head.

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

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

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

B. Employee and Town Manager.

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

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

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

C. Employee and Board of Selectmen.

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

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

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

D. Personnel Board of Review.

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

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

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

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

(5) In applying this grievance procedure, the Personnel Board of Review shall not have the power to add to, ignore or modify any of the terms or conditions of this Agreement, nor shall they have the power to hold hearings for more than one grievance: that

is, multiple grievances before the Personnel Board of Review shall not be allowed. The decision of the Personnel Board of Review shall not go beyond what is necessary for the interpretation and application of express provisions of this Agreement. The Personnel Board of Review shall not substitute its judgment for that of the parties in the exercise of rights granted or retained by this Agreement.

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

#### ARTICLE XVI ENTIRE AGREEMENT

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

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

#### ARTICLE XVII SAVING CLAUSE

In the event that any Article, Section or portion of this Agreement is found to violate State law or Town ordinance or is found to be unlawful and unenforceable by any Court of competent jurisdiction, or has the effect of loss to the Town of funds made available through Federal law, rule or regulation, then such specific Article, Section, or portion shall be amended to the extent necessary to conform with such law, rule or regulation, however, the remainder of

this Agreement shall continue in full force and effect. The parties agree to meet to negotiate only that portion affected, but neither party is required to make concessions to reach agreement.

ARTICLE XVIII

COST ITEMS

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

ARTICLE XIX

EFFECTIVE DATE – RENEWAL

This Agreement shall be in effect from the date of its execution through December 31, 2024. No cost item shall be retroactive unless it is specifically identified as retroactive and approved as such by the Board of Selectmen and Town Meeting. By mutual agreement, the parties may extend the terms of this Agreement, with or without modification as may be agreed by the parties. Either party desiring to extend this Contract or to enter negotiations for a new Contract upon the expiration hereof shall give notice prior to August 20, 2024.

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

AFSCME LOCAL 534

TOWN OF WOLFEBORO  
BY ITS SELECTMEN

Kathy Ferland

Brad Manning

\_\_\_\_\_

[Signature]

\_\_\_\_\_

David A. [Signature]

\_\_\_\_\_

Jenck T. [Signature]

\_\_\_\_\_

[Signature]

DATED: 4/20/23

DATED: 12/21/2022

## APPENDIX A PAY MATRIX

Grade Starting	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	
2	\$16.68	\$17.02	\$17.36	\$17.71	\$18.06	\$18.42	\$18.79	\$19.16	\$19.54	\$19.93	\$20.33	\$20.74	\$21.16	\$21.58	\$22.01	\$22.45	\$22.90	\$23.36	\$23.83
3	\$17.52	\$17.87	\$18.22	\$18.59	\$18.96	\$19.34	\$19.72	\$20.13	\$20.53	\$20.93	\$21.35	\$21.78	\$22.22	\$22.66	\$23.11	\$23.58	\$24.05	\$24.53	\$25.02
4	\$18.42	\$18.79	\$19.16	\$19.55	\$19.94	\$20.34	\$20.74	\$21.16	\$21.58	\$22.01	\$22.45	\$22.91	\$23.36	\$23.83	\$24.30	\$24.79	\$25.29	\$25.79	\$26.31
5	\$19.32	\$19.71	\$20.11	\$20.51	\$20.92	\$21.33	\$21.76	\$22.20	\$22.64	\$23.09	\$23.56	\$24.03	\$24.50	\$25.00	\$25.49	\$26.01	\$26.53	\$27.06	\$27.60
6	\$20.29	\$20.70	\$21.12	\$21.54	\$21.97	\$22.40	\$22.86	\$23.31	\$23.77	\$24.26	\$24.74	\$25.24	\$25.74	\$26.25	\$26.78	\$27.32	\$27.86	\$28.42	\$28.99
7	\$21.31	\$21.73	\$22.17	\$22.61	\$23.06	\$23.53	\$24.00	\$24.47	\$24.97	\$25.46	\$25.98	\$26.49	\$27.03	\$27.56	\$28.12	\$28.68	\$29.25	\$29.83	\$30.43
8	\$22.38	\$22.82	\$23.28	\$23.75	\$24.23	\$24.71	\$25.20	\$25.71	\$26.22	\$26.75	\$27.27	\$27.82	\$28.38	\$28.95	\$29.53	\$30.12	\$30.72	\$31.33	\$31.96
9	\$23.49	\$23.97	\$24.44	\$24.94	\$25.43	\$25.94	\$26.46	\$26.99	\$27.52	\$28.08	\$28.63	\$29.21	\$29.80	\$30.40	\$31.00	\$31.62	\$32.25	\$32.90	\$33.56
10	\$24.67	\$25.17	\$25.66	\$26.18	\$26.70	\$27.23	\$27.78	\$28.34	\$28.90	\$29.48	\$30.07	\$30.67	\$31.29	\$31.92	\$32.55	\$33.20	\$33.87	\$34.54	\$35.23
11	\$25.90	\$26.42	\$26.95	\$27.49	\$28.04	\$28.59	\$29.17	\$29.75	\$30.34	\$30.95	\$31.57	\$32.20	\$32.85	\$33.51	\$34.18	\$34.86	\$35.56	\$36.27	\$37.00
12	\$27.20	\$27.75	\$28.29	\$28.87	\$29.44	\$30.02	\$30.63	\$31.24	\$31.86	\$32.50	\$33.15	\$33.82	\$34.49	\$35.19	\$35.89	\$36.61	\$37.34	\$38.08	\$38.85

APPENDIX B

	Grade	Starting	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
	2	\$17.26	\$17.61	\$17.96	\$18.33	\$18.69	\$19.06	\$19.44	\$19.83	\$20.22	\$20.63	\$21.04	\$21.47	\$21.90	\$22.33	\$22.78	\$23.24	\$23.70	\$24.18	\$24.66
Groundskeeper Maintenance	3	\$18.13	\$18.50	\$18.86	\$19.24	\$19.63	\$20.02	\$20.41	\$20.83	\$21.25	\$21.66	\$22.10	\$22.55	\$22.99	\$23.45	\$23.92	\$24.40	\$24.89	\$25.39	\$25.90
Solid Waste Operator Water & Sewer Maintenance Light Equipment Operator	4	\$19.07	\$19.45	\$19.83	\$20.23	\$20.64	\$21.05	\$21.47	\$21.90	\$22.34	\$22.78	\$23.24	\$23.71	\$24.18	\$24.66	\$25.15	\$25.66	\$26.17	\$26.70	\$27.23
Administrative Associate Billing & Collections Codes/Planning Electric Finance	5	\$20.00	\$20.40	\$20.81	\$21.23	\$21.65	\$22.08	\$22.53	\$22.97	\$23.43	\$23.90	\$24.38	\$24.87	\$25.36	\$25.87	\$26.38	\$26.92	\$27.46	\$28.01	\$28.57
Crew Leader-Solid Waste Crew Leader - Water/Sewer Heavy Equipment Operator Crew Leader - Parks & Rec Program Coordinator - Parks & Rec	6	\$21.00	\$21.43	\$21.85	\$22.29	\$22.74	\$23.19	\$23.66	\$24.12	\$24.60	\$25.11	\$25.61	\$26.12	\$26.64	\$27.17	\$27.72	\$28.27	\$28.84	\$29.41	\$30.00
Firefighter Water Treatment Plant Operator Foreman Recreation Maintenance Deputy Tax Collector	7	\$22.06	\$22.45	\$22.94	\$23.40	\$23.87	\$24.35	\$24.84	\$25.33	\$25.84	\$26.35	\$26.89	\$27.42	\$27.97	\$28.53	\$29.10	\$29.68	\$30.27	\$30.88	\$31.50
Solid Waste Chief Operator Highway Crew Leader Mechanic	8	\$23.17	\$23.62	\$24.09	\$24.58	\$25.07	\$25.57	\$26.09	\$26.61	\$27.14	\$27.69	\$28.23	\$28.79	\$29.37	\$29.97	\$30.56	\$31.17	\$31.79	\$32.43	\$33.08
Water/Sewer Foreman	9	\$24.32	\$24.81	\$25.30	\$25.81	\$26.32	\$26.84	\$27.39	\$27.93	\$28.48	\$29.06	\$29.64	\$30.23	\$30.84	\$31.46	\$32.09	\$32.73	\$33.38	\$34.05	\$34.73
Existing Fire LT no CDL Chief Mechanic	10	\$25.53	\$26.05	\$26.56	\$27.10	\$27.64	\$28.19	\$28.76	\$29.33	\$29.91	\$30.51	\$31.12	\$31.74	\$32.38	\$33.03	\$33.69	\$34.36	\$35.05	\$35.75	\$36.47
Highway Foreman Fire Lieutenant Water Treatment Plant Chief Operator	11	\$26.81	\$27.35	\$27.89	\$28.45	\$29.02	\$29.59	\$30.19	\$30.79	\$31.40	\$32.04	\$32.67	\$33.33	\$34.00	\$34.68	\$35.38	\$36.08	\$36.80	\$37.54	\$38.29
	12	\$28.15	\$28.72	\$29.28	\$29.88	\$30.47	\$31.07	\$31.70	\$32.36	\$32.97	\$33.64	\$34.31	\$35.00	\$35.70	\$36.42	\$37.15	\$37.89	\$38.64	\$39.42	\$40.21



## LENGTH OF SERVICE STIPEND

For employees hired after January 1, 2019 there is no Length of Service Stipend until 10 years of service has been reached. Current employees with under 10 years of service shall continue to follow the prior Stipend rate of \$200.00 in each year for years 5, 6, 7, 8, and 9. Once 10 years of service is completed the employee shall move to the 2019 Length of Service Stipend Chart. All employees with over 10 years of service shall be placed on the following chart based upon their current Anniversary Date of Hire service year (If an employee was in year 15 in 2018, they shall be placed in year 15 for 2019.) Length of Service Stipend is contingent on a satisfactory performance evaluation.

### 2019 LOSS CHART

<b>Anniversary Date of Hire</b>	<b>Annual Amount Received</b>
Years 0 – 9	\$0.00
Years 10, 11, 12, 13, 14	\$750.00 Annual
Years 15, 16, 17, 18, 19	\$900.00 Annual
Years 20, 21, 22, 23, 24	\$1,250.00 Annual
Years 25 and beyond	\$1,500.00 Annual

### PRIOR LOSS CHART

<b>Anniversary Date of Hire</b>	<b>Annual Amount Received</b>
Years 5, 6, 7, 8, 9	\$200.00
Years 10, 11, 12, 13, 14,	\$250.00
Years 15, 16, 17, 18, 19	\$300.00
Years 20, 21, 22, 23, 24	\$350.00
Years 25 and beyond	\$400.00

APPENDIX D  
Medical Insurance

- a. Effective January 1, 2015, Town contributes 91.5% of School Care's HMIO plan cost, to employee's choice of School Care's Open Access+, HMO, or POS plans.
- b. Effective July 1, 2016, Town contributes 90% of School Care's HMO plan cost to employee's choice of School Care's Open Access+, HMO or POS plans.
- c. Any previously existing health insurance differentials will remain frozen at 2007 rates and be paid annually to current employees.
- d. Opt-out incentive will remain at \$2,500.00 for new employees and current employees who opt-out of town health insurance coverage after the effective date of this contract.
- e. Opt-out pay for current employees who opted-out of health insurance coverage prior to 2008 to continue to be frozen at 2008 rates.
- f. Effective July 1, 2015, Town contributes 91.5% of employee's dental insurance cost for either School Care's Option 1 or Option 2 Dental Insurance Plan.
- g. Effective July 1, 2016, Town contributes 90% of employee's dental insurance cost for either School Care's Option 1 or Option 2 Dental Insurance Plan.
- h. In the event that two employees are married, it is intended that only one (1) of the employees will receive the Allotment based upon the applicable table above.
- i. Health Insurance benefits to be extended to domestic partners effective July 1, 2015 to the extent permitted by School Care.