

**EMPLOYMENT AGREEMENT**

between the

**TOWN OF BEDFORD, NEW HAMPSHIRE**

and

**TEAMSTERS LOCAL UNION No. 633 OF NEW HAMPSHIRE**

for the

**EMPLOYEES**

of the

**DEPARTMENT OF PUBLIC WORKS**

**January 1, 2012 through December 31, 2014**

**Ratified by Teamsters Union: December 8, 2011**

**Approved by Town Council: December 14, 2011**

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## **PREAMBLE**

This AGREEMENT made and entered into this first day of January, 2012 by and between the Town Council of the TOWN OF BEDFORD, NEW HAMPSHIRE (hereinafter referred to as the "Town") and the TEAMSTERS LOCAL UNION NO. 633 OF NEW HAMPSHIRE (hereinafter referred to as the "Union"). The Town and the Union agree to be bound by the terms of this Agreement.

### **ARTICLE I Unit Description**

1.1 The unit to which this Agreement is applicable shall consist of Bedford Department of Public Works employees as follows: all regular full-time Laborers, Transfer Station Attendants, Truck Drivers, Equipment Operators, and Mechanics, full-time equipment operator/truck driver at the Recreation Division but excluding all other employees of the Bedford Department of Public Works including but not limited to the Department Secretary, Head Mechanic, Foreman, Assistant Superintendent of Public Works, Highway Superintendent (also known as Assistant Director of Public Works), Sewer Superintendent, Engineer, and Director of Public Works, Recreation Division Director and Recreation Division Secretary.

1.2 Probationary employees are also excluded until the completion of such probation. Probationary employees shall remain on probation until they have served a minimum nine (9) month probationary period.

### **ARTICLE II Management's Rights**

2.1 Except as otherwise expressly and specifically limited by the terms of this Agreement, the Employer retains all its customary, usual and exclusive rights, decision-making, prerogatives, functions, and authority connected with or in any way incidental to its responsibility to manage the affairs of the Employer or any part of the Employer. The rights of employees in the bargaining unit and the Union hereunder are limited to those specifically set forth in this Agreement. The Employer shall have no obligation to negotiate with the Union with respect to any such subjects or the exercise of its discretion and decision-making with regard thereto, any subjects covered by the terms of this Agreement and closed to further negotiations for the terms hereof, and any subject which was or might have been raised in the course of collective bargaining, but is closed for the term hereof.

Without limitation, but by way of illustration, the exclusive prerogatives, functions, and rights of the Employer shall include the following:

- a. To direct and supervise all operations, functions and policies of the Employer in which the employees in the bargaining unit are employed.
- b. To close or liquidate an office, branch, operation or facility, or combination of facilities, or to relocate, reorganize, or combine the work of divisions, offices, branches, operations or facilities for budgetary or other reasons.

- c. To determine the need for a reduction or an increase in the work force and the implementation of any decision with regards thereto.
- d. To establish, revise, and implement standards for hiring, classification, promotion, quality of work, safety, materials, uniforms, appearance, equipment, methods and procedures. It is jointly recognized that the Employer must retain broad authority to fulfill and implement its responsibilities and may do so by oral and written work rule, existing or future.
- e. To implement new, and to revise or discharge, wholly or in part, old methods, procedures, materials, equipment, facilities, and standards.
- f. To assign and distribute work.
- g. To assign shifts, workdays, hours of work, and work locations.
- h. To determine the need for and the qualifications of new employees, transfers, and promotions.
- i. To discipline, suspend, demote or discharge an employee.
- j. To determine the need for additional educational courses, training programs, on-the-job training and cross-training, and to assign employees to such duties for period to be determined by the Employer.

### **ARTICLE III Employees' Rights**

3.1 The Town agrees that there will be no discrimination against any employee covered by this Agreement for membership in the Union, or because of presenting a grievance, or on account of giving testimony or for taking part in proceedings of the Union. There shall be no discrimination due to race, sex or national origin.

3.2 The Union agrees that it will not interfere with the rights of any and all non-members employed by the Town and the Department or in other departments of the Town.

3.3 The Town and Union agree that the Town and the Union will grant and uphold any and all rights enumerated pursuant to RSA 273-A in reference to collective bargaining and grievance procedures.

### **ARTICLE IV No Strike - No Lockout Clause**

4.1 No employee covered by this Agreement shall engage in, induce, encourage or aid or abet in any manner any strike, work stoppage, "sick-in", "sick-out", slowdown, withholding of services of any type, picketing of any kind while on duty, multiple resignations, or restriction or interference in any way with the operations of the Department of Public Works of the Town of Bedford, or any other department of said Town.

4.2 The Union agrees that neither it, nor any of its employees or agents, will call, institute, authorize, participate in, sanction or ratify any of the activity set forth in Section 1.

4.3 In the event of any activity set forth in Section 1 hereof, any employees participating in the same shall be subject to disciplinary action including immediate dismissal, to the same extent that such power might have been exercised prior to this Agreement.

4.4 The Town agrees that it shall not engage in, induce, encourage or aid or abet in any manner any lockout or otherwise deprive unit employees of any work for the purpose of coercing or influencing employees with respect to the terms and conditions of employment.

4.5 The Town agrees that neither it nor any of its employees or agents will call, institute, authorize, participate in, sanction or ratify any of the activity set forth in Section 4.

## **ARTICLE V Grievance Procedure**

5.1 A grievance is defined as a written dispute, claim or complaint which is filed and signed by the Union or the Town which arises under and during the term of this Agreement. Grievances are limited to matters of interpretation or application of specific provisions of this Agreement. Either the Union or the Town has the right to initiate a grievance in accordance with the provisions of this Article.

5.2 A grievance shall set out the following:

- a. A clear and concise statement of the facts giving rise to the grievance, including date, time and place of alleged incident, if any, relating to the grievance, and characterizing each particular act or omission in terms of a specific grievance as defined hereunder;
- b. A copy of any documents appurtenant to the grievance; and
- c. A statement setting out the remedy sought.

5.3 The Union may only submit grievances on behalf of employees who are members of the bargaining unit and possessing a grievance as defined above.

Grievances filed by the Town against the Union shall be filed with the Shop Steward and Business Agent of the Union. Such a grievance shall be initiated at Step Two and any appeal therefrom shall be to Step Three under 5.3.3 below.

5.3.1 Step One: Any grievance shall be filed in writing with the Director of Public Works within fifteen (15) work days from the date of the act or omission which gave rise to the grievance, or from the date of the aggrieved's first knowledge thereof. The Director of Public Works shall hold a hearing on the matter and issue a decision in writing within five (5) work days from the date of the close of the hearing.

5.3.2 Step Two: If the aggrieved is not satisfied with the decision of the Director of Public Works, S/he may appeal that decision to the Town Manager in writing within five (5) work days of the date of receipt of the Director of Public Works' decision. The Town Manager shall schedule a hearing and render a decision in writing within twenty (20) work days of the date of the close of the hearing.

5.3.3 Step Three: If the aggrieved is not satisfied with the decision of the Town Manager, s/he may appeal that decision to arbitration by notifying the Town Manager of that desire within twenty (20) calendar days of receipt of the Manager's decision.

The Parties shall make an effort to mutually agree upon an individual to act as arbitrator. If they are unable to so mutually agree, they shall request a list of seven (7) candidates from the New Hampshire Public Employees Labor Relations Board, from which list the Parties shall choose one arbitrator by alternately striking one name from the list until one remains. If the parties are unable to choose an arbitrator from the first list of seven (7) candidates, a second list of seven (7) candidates from the New Hampshire Public Employees Labor Relations Board, from which list the Parties shall choose one arbitrator by alternately striking one name from the list until one remains.

The authority of the arbitrator shall be limited to the terms and provisions of this Agreement, and to the specific questions which are submitted. The arbitrator shall be bound by the provisions of this Agreement and shall not add to, subtract from, modify, or otherwise change any of the terms or provisions of this Agreement.

The arbitrator shall be requested to issue his/her decision within thirty (30) calendar days of the date of the close of the arbitration hearing, or such other date as may be agreed upon by all three Parties.

The decision of the arbitrator shall be in writing and shall set forth his/her findings of fact and his/her reasons and conclusions concerning the specific issues submitted.

The decision of the arbitrator shall be final and binding upon the Parties, and the Parties shall divide equally any and all costs charged by the arbitrator. However, each side shall be responsible for all costs associated with witnesses it may call on its own behalf.

5.3.5 As used in Article V, "work days" shall be defined as Monday through Friday, excluding any day which is a holiday designated in Article VIII, Section 1, above.

5.4 If the aggrieved fails to process a grievance within the time limits set forth herein, the grievance shall be deemed waived and the last issued decision, if any, shall be considered to have been accepted.

If the Town fails to process a grievance within the time limits set forth herein, the grievance shall automatically move on to the next step in the procedure. Notwithstanding the foregoing, the Parties may mutually agree to suspend or extend any time limit herein.

5.5 Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Bedford

Department of Public Works, and having the grievance adjusted without the intervention of the Union, except as provided by law and provided the adjustment is not inconsistent with the terms of this Agreement.

## ARTICLE VI Hours of Work

6.1 The normal work week shall consist of not more than five (5) consecutive eight (8) hour days nor less than four (4) consecutive ten (10) hour days. Each bargaining unit member shall be assigned a weekly work schedule not later than two o'clock Thursday afternoon for the following week. Each bargaining unit member shall be assigned regular work hours and any change in these hours shall be posted at least one (1) week in advance of the change.

It is recognized by the parties that the Director of Public Works, or his designee, may assign part-time/seasonal workers to a schedule of less than eight (8) hours per day and forty (40) hours per week.

6.2 The schedule of work for bargaining unit members shall be determined by the Director of Public Works or his designee.

6.3 Weekly work schedules, other than the Monday through Friday work week, shall be assigned first to those employees volunteering for such work week. If no volunteers are available, the Director or his designee shall assign the position to the least senior qualified employee.

6.4 Employees who have completed their normal work week or work day and who are mandated to report for duty shall receive a minimum of three (3) hours work upon reporting for such duty. The parties understand that minimum hours do not apply to voluntary overtime, or overtime contiguous with the posted scheduled work day.

There shall be no minimum guarantee of hours for employees called in before their start time; however, those employees called in shall be allowed to complete their scheduled shift.

6.5 Both the Union and the Town recognize that, due to circumstances beyond the control of the Town, extended periods of work may be required. Under such circumstances, the Director of Public Works retains the right to vary the working hours as necessary without advance notice. All time worked according to the posted schedule will be paid at straight time and all other hours will be paid at time and one-half.

6.6 On-Call Status: The Town shall have the option to request volunteers to serve as on-call employees during each calendar year. By December 1<sup>st</sup> of each year, the Town will request a list of volunteers who wish to commit to on-call status. It is the intent to rotate in one week intervals dependent upon the total number of volunteers. For each week of on-call status, the employee shall receive a stipend of \$100 in addition to any pay earned for responding to a call.

The Town shall have the sole authority to remove a volunteer from the on-call rotation for cause.

**ARTICLE VII**  
**Overtime**

7.1 All hours worked in excess of the regularly scheduled hours of work shall be paid at the rate of time and one-half.

All hours worked on Thanksgiving, Christmas Day, and New Year's Day shall be paid at twice the regular rate.

Paid absences excluding sick leave shall be counted in determining whether the employee has worked all hours in their regular schedule. During the period of November 1<sup>st</sup> through March 31<sup>st</sup> of each year, employees who utilize paid sick time shall have such time considered as time worked for the purposes of computing daily and/or weekly overtime eligibility requirements.

7.2 For the purpose of computing overtime, the workweek shall be considered to be Sunday through Saturday.

7.3 In emergency situations as determined by the Director of Public Works, or his designee, the Town shall have the right to require overtime work. Employees shall not refuse such emergency overtime assignments.

7.4 Each unit member, at their discretion, may accrue compensatory time at a rate of time and one-half for any hours worked in excess of 40 hours per week. In no event shall unit members accrue more than 40 hours of compensatory time (or the equivalent of 60 hours at the rate of time and one half). A unit member shall carry over from year to year unused accrued compensatory time.

A unit member may request the use of accrued compensatory time. Approval of compensatory time usage shall be at the sole discretion of the Director of Public Works or designee, however requests for compensatory time usage shall not be unreasonably denied.

Upon termination of employment for any reason, an employee shall be paid for any unused compensatory time at the final regular rate received by the employee.

**ARTICLE VIII**  
**Holidays**

8.1 The following days shall be holidays with the Bedford Department of Public Works:

New Year's Day  
Civil Rights Day  
Presidents' Day  
Memorial Day  
Fourth of July

Labor Day  
Veterans Day  
Thanksgiving Day  
Day after Thanksgiving Day  
Christmas Day

In addition to the regular holidays listed in 8.1 above, employees who have completed

their probationary period shall be entitled to one (1) "floating" holiday in each calendar year for the duration of this agreement.

A floating holiday may be taken at any time during the calendar year with the approval of the Superintendent of Public Works or his/her designee.

Employees must inform their employer at least twenty-four (24) hours in advance of the date requested.

Such requests shall be made in writing on a form provided by the employer. Approval of the requested holiday shall be given to the employee, in writing, by the employer.

Requests for floating holiday shall not be unreasonably withheld by the employer and may only be denied based on operational needs and emergencies created by an Act of God (i.e. snowstorms or other natural emergencies).

- I. Floating holiday shall be granted on a first come, first served basis. In the event that two (2) or more employees request the same floating holiday, the most senior employee(s) shall be granted the floating holiday.
- II. Employees must use their floating holiday within each calendar year. Failure to use the floating holiday, unless the failure to use is a result of management's denial, shall cause the holiday to be forfeited. No pay shall be received for forfeited floating holiday unless it is a result of management's denial

In order for a floating holiday to be paid to employees based on "management's denial", the request for floating holiday must be denied by management on three (3) or more instances.

Probationary employees who have attained regular status during their first year of employment and are unable to utilize such holiday due to management denial or because of attainment of regular status late in the calendar year, shall have nine (9) months from the attainment of regular status to use their floating holiday.

The parties recognize that probationary employees may, due to attainment of regular status or utilization in the first year, be entitled to two (2) floating holidays in a given year.

- III. Qualification for pay on all holidays, including a floating holiday, shall require that the employee work his/her full scheduled day before the holiday and his/her full scheduled day after the holiday.
- IV. The floating holiday shall be paid at eight (8) hours of the employee's straight time rate of pay.

## ARTICLE IX

### Vacations and Leave(s) of Absence

#### Vacations

9.1 Employees of the Bedford Department of Public Works shall be entitled to paid vacations as follows:

- a. Two (2) weeks (80 work hours) paid vacation per calendar year accruing at 6 2/3 hours per month for members of the unit upon initial employment. Probationary employees shall be credited with the appropriate accrued vacation time at the successful completion of their probationary period.
- b. Three (3) weeks (120 work hours) paid vacation per calendar year accruing at 10 hours per month for members of the unit after five (5) years of continuous employment.
- c. Four (4) weeks (160 work hours) paid vacation per calendar year accruing at 13 1/3 hours per month for members of the unit after ten (10) years of continuous employment.
- d. Five (5) weeks (200 work hours) paid vacation per calendar year accruing at 16 2/3 hours per month for members of the unit after fifteen (15) years of continuous employment.

Length of service is to be computed from the original date of employment or the date of re-employment.

9.2 An employee must take a minimum two weeks accrued vacation time per year. Beyond that two week minimum, the employee may accrue vacation time to a maximum of six (6) weeks (240 work hours). An employee shall have the option to take all or a portion of his/her accrued remaining vacation time in pay rather than in time off – in one payment at his/her regular pay rate in the next pay period following the January 31<sup>st</sup> deadline for his/her selection of vacation dates. If the employee chooses to exercise this payout right, they shall notify the Town of their intent no later than August 1<sup>st</sup> of each year so that funds may be properly budgeted. The Town shall provide the appropriate form.

9.3 Annual Vacation shall be posted by the Town not later than November 30 for the following year, and vacation selection shall be made according to seniority as determined by employee's date of hire within the Department. Such selection shall be completed by January 31<sup>st</sup> of each year.

9.3.1 Vacations shall be selected in increments of no less than one (1) week and shall not exceed increments of more than two (2) weeks at any one time, unless special permission is obtained from management.

9.3.2 Employees must select their vacation no later than the third regular workday following notification of vacation selection opportunity or the individual shall be bypassed until he/she can be reached for vacation selection.

9.3.3 Past practices concerning the splitting of scheduled vacation weeks and changes in scheduled vacations shall continue with the approval of the Director of Public Works, consistent with the established practice.

Leave(s) of Absence

9.4 An employee may be granted a leave of absence without pay or the accrued benefits of vacation time and sick days by the Town Manager upon recommendation of the Director of Public Works for a period not to exceed one (1) year. Upon termination of said leave, the employee may be returned to duty without loss of pay, benefits, seniority or advantage.

9.5.1 The Town agrees to abide by any federal and states laws pertaining to the Family Medical Leave Act, maternity leave, military leave, medical leave and jury duty leave. In the case of jury duty, upon presentation of any fees received by the employee for such jury duty, the Town shall provide regular daily wages for the days spent on jury duty.

**ARTICLE X**  
**Salaries**

10.1. All raises shall be effective the first day of the first full pay period in January and all raises shall be applied to the hourly rate.

10.2. Effective January 1, 2012, each unit employee shall receive a two percent (2%) increase in base pay.

Effective January 1, 2013, each unit employee shall receive a two percent (2%) increase in base pay.

Effective January 1, 2014, each unit employee shall receive a two and one half percent (2.5%) increase in base pay.

10.2.5 Effective for the term of the Agreement, the Employer's hourly pay ranges for unit positions shall be as follows, with wages capped at amounts shown for the high end of the scale.

<u>JOB CATEGORY</u>	<u>PAY RANGES 1/1/2012 through 12/31/2012</u>
Equipment Operator	\$18.20 - \$24.87/hr.
Truck Driver	\$16.84 - \$22.05/hr.
Mechanic	\$16.69 - \$19.11/hr.
Transfer Station Attendant	\$14.63 - \$15.61/hr.
Laborer	\$15.06 - \$19.46/hr.

Beginning in 2012, the wage ceilings identified in above shall be adjusted by the Consumer Price Index for all Urban Wage Earners and Clerical Workers (CPI-W) for the Boston-Brockton-Nashua SMSA, as provided by the US Department of Labor, Bureau of Labor Statistics (BLS), Boston MA Regional Office. Such CPI-W used to establish the adjusted wage ranges shall be the figure reported by BLS for the preceding twelve month period ending December 31<sup>st</sup>. In no event shall the adjustment to the wage range ceiling be less than two percent (2%) nor greater than four percent (4%).

In the event that the Town Council authorizes another methodology for adjusting wage ranges for other Town employees, the bargaining unit representative shall be notified of their option to adjust ranges within the bargaining unit using such methodology in place of the CPI-W methodology stated above.

#### 10.2.5 Longevity

In addition to all other compensation provided in this agreement, all bargaining unit members shall be paid a longevity benefit for service. This benefit will be calculated at \$100 annually for every completed year of service. Payment shall be made the first pay period in January, beginning in January 2009 and will be paid upon completion of 5 years; however, longevity shall start accruing on the first year. (Should there be any subsequent negotiation relative to the Longevity payment with other bargaining units other than the annual payout date of January 1, that date shall be modified to this unit as well, with appropriate notification to the appropriate parties).

#### 10.2.5.2 Skill Level I and II Employees

The Department of Public Works shall post a notice not later than January 15<sup>th</sup> of each calendar year, requesting names for job description advancement. This notice shall allow bargaining unit employees to be considered for openings in existing positions as well as new positions created by the Department. The notice, once posted, shall remain "alive" for seven (7) consecutive calendar days.

It is the intent of the parties to allow bargaining unit employees to be considered for such positions prior to exercising its right to hire employees from "outside" the Department.

It is further understood that the bargaining unit, when considered for such positions, shall be afforded the opportunity to train on the new position so as to demonstrate skill and qualification.

Any bargaining unit employee(s) who has indicated the desire to be considered shall receive on the job training for a period not to exceed thirty (30) calendar days, which may or may not be consecutive calendar days.

There is no requirement of the Department to provide all thirty (30) days of training to the employee if, in the opinion of the Department, it is unnecessary in the awarding of the position or to disqualify a prospective candidate.

In no event shall any candidate be disqualified with less than five (5) days of on the job training, which may or may not be consecutive days.

The determination as to qualification and the awarding of the position to a bargaining unit candidate shall be made by the Director of Public Works or the Superintendent of Public Works.

In the event that more than one candidate is deemed equally qualified, then the most senior candidate, as determined by the date of hire within the Dept. of Public Works bargaining unit, shall be awarded the position.

In recognition of the Department's role as "qualifier", the appointment shall not be subject to the grievance and arbitration process, however, the Union shall have the right to

appeal an appointment(s) to the Town Manager for determination.

Once the determination has been made by the Town Manager, the issue shall have been resolved between the parties.

10.3. Performance Evaluation Process:

10.3.1. The parties recognize the need for frequent or routine monitoring of an employee's job performance so as to assure that each employee is aware of any performance problems which could lead to a poor or less than average evaluation prior to the annual evaluation.

Each year, in the months of November and December, employees shall be evaluated in their current position, and such evaluation will be completed by the employee's supervisor.

10.3.2. After the employee's supervisor(s) has completed their evaluation, the employee and his/her immediate supervisor at that time shall meet to discuss the evaluation.

10.3.3. The employee shall have the opportunity to add their comments to the evaluation form before the end of the evaluation session.

10.3.4. All evaluations shall be reviewed by the Director to ensure that the evaluation process has been administered fairly and equitably.

10.3.5 Evaluation forms shall become a permanent part of the employee's personnel record.

10.3.6. An employee who receives a score of less than average and who believes he/she has not been properly evaluated, or believes he/she has been treated unfairly or inequitably, may process a grievance under Article V of this contract, but which shall not proceed beyond Step Two.

10.3.7. Employees shall not be scored in areas for which they have not been trained or are not requirements of the job. In each area where an employee is scored below average, he/she shall be notified in the evaluation of what specific corrective action(s) are necessary to achieve at least an average score.

10.3.8 The actual evaluation forms to be used shall be attached to this contract as Appendix A. These forms shall remain in force until replaced or amended according to the provisions of 10.3.9.

10.3.9 The Town shall have the right to determine the final structure and content of the performance evaluation forms. No change in the structure or content of the performance evaluation form may be made by the Town, however, unless the Town has notified the Union in writing of the specific proposed changes not less than thirty (30) days prior to the effective date of the proposed changes.

The Union shall have the right to provide input and comment on the proposed changes. Such input and comment must be submitted to the Town no later than fifteen (15) days prior to the effective date of the proposed changes. The Town may withdraw any proposed changes at any time during the thirty (30) day comment period.

10.3.10. If the Union regards any change in the performance evaluation forms to be arbitrary, inappropriate or otherwise unacceptable, the Union shall have the right to request in writing an appeal of the changes to the Town Council. Such request must be made within fifteen (15) days of the change.

10.3.11. A hearing of the Union's appeal of the changes in the performance evaluation forms must be scheduled to take place no more than thirty (30) days after the request for appeal has been made. Notice of the hearing shall be made in writing to the Union not less than fifteen (15) days prior to the date of the hearing.

10.3.12. The Town Council shall render its decision on the proposed changes not more than thirty (30) days following the close of the hearing. The decision of the Town Council regarding any proposed changes shall be final and binding upon the Parties.

**ARTICLE XI  
Benefits**

**Sick Leave**

11.1 Employees shall accrue sick leave, and receive payment of the unused balance of sick leave upon voluntary separation, or retirement, according to the schedule below. 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 employee participates, or (2) voluntarily leaving Town service after having reached age 55 and completing twenty (20) years of continuous Town service:

<u>Sick Leave Accrual</u>		
<u>Years of Service Completed</u>	<u>Hours per Month/Year</u>	<u>Maximum Accrual</u>
0 to 5	8/96	480
6 to 10	8/96	600
11 or more	8/96	720
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<u>Sick Leave Payout</u>		
<u>Years of Service Completed</u>	<u>\$ or % on Separation*</u>	<u>Retirement*</u>
0 to 5	\$4,200 or 50%	
6 to 10	\$5,250 or 50%	\$7,875 or 75%
11 or more	\$9,450 or 75%	\$12,600 or 100%

Note: \*whichever is the lesser amount

**Retirement Benefits**

All bargaining unit employees hired after July 1, 2002 shall automatically be enrolled in and may participate in the N.H.R.S.

For those employees hired prior to July 1, 2002, their participation in the I.C.M.A. Retirement Corporation Plan may continue. The Town shall contribute/provide retirement benefits of 6% of gross wages payable to the I.C.M.A.; however, once such employees switch to the N.H.R.S. such participation in the in the I.C.M.A. fund shall no longer be available nor shall the 6% of gross wages be contributed into the I.C.M.A. by the Town.

For any unit employee hired prior to July 1, 2002 who has not joined the New Hampshire Retirement System, the Town shall provide retirement benefits of 6% of gross wages payable to the ICMA Retirement Corp.

**Boot Allowance**

On January 1<sup>st</sup> of each year, the Town shall provide bargaining unit members with a total annual allowance of up to \$150.00 toward the cost of "ANSI-75" safety boots. The employee shall turn in a receipt for the boots and show the "ANSI-75" rating to be eligible for this reimbursement. Employee may purchase more than one pair of boots during the year. However, the total reimbursement shall be no more than \$150.00.

**Uniforms**

The Town will continue to provide Town approved uniform service to all bargaining unit members.

**ARTICLE XII  
Insurance**

12.1 The employer shall pay the entire cost of single, two (2) person, or family hospital/medical insurance, as applicable for all full time bargaining unit employees through Northern New England Benefit Trust (N.N.E.B.T.) for which premiums are shown in Section 12.2 below as long as the following occurs;

The premiums set by N.N.E.B.T. must remain at ninety (90%) percent or below the Blue Choice rates set by the NH Municipal Association. If the N.N.E.B.T. rates at any time are more than ninety (90%) percent of the Blue Choice rates, the bargaining unit employees must pay the difference up to ten (10%) percent co-pay of the Blue Choice premium.

12.2 Coverage Periods and Associated Rates:

Coverage	7/1/11-6/30/12	7/1/12-6/30/13	7/1/13-6/30/14	7/1/14-12/31/14
Single	\$609.00	Max of 8%	Max of 8%	Max of 8%
Two Person	\$1,304.00	Max of 8%	Max of 8%	Max of 8%
Family	\$1,628.00	Max of 8%	Max of 8%	Max of 8%

12.3 N.N.E.B.T. shall provide all of the health/medical, dental and life insurance as outlined in the Summary Plan Description, to which the employees covered under this agreement are entitled.

12.4 Short-Term Disability: The Town shall, for members of the bargaining unit, pay one hundred percent (100%) of the premium for a short-term disability plan. It is agreed by the parties that the Town shall have the sole right to determine which company provides such disability insurance as well as determine the plan design.

12.5 Long-Term Disability: The Town shall, for members of the bargaining unit, pay one hundred percent (100%) of the premium for a long-term disability plan. It is agreed by the parties that the Town shall have the sole right to determine which company provides such disability insurance as well as determine the plan design.

### **ARTICLE XIII Bereavement Leave**

13.1 "Bereavement Leave": the word "bereavement" means "a death occurring in the immediate family of an employee. "An employee, upon application to the Director of Public Works, will be given three (3) consecutive calendar days immediately following the death in question as leave of absence with full pay when a death occurs in the immediate family of the employee. Members of the immediate family are as follows: wife, husband, daughter, son, sister, brother, father, mother, step-father, step-mother, grandmother, grandfather, father-in-law, mother-in-law, step-son, step-daughter, and blood relative or ward residing in the same house.

The Town will grant 1 day special leave, with full pay, for the purpose of attending a funeral of the employee's, aunt, uncle, brother/sister-in-law, or grandchild.

### **ARTICLE XIV Credit Union/D.R.I.V.E.**

14.1 The Town will provide for payroll deduction of deposits to the Teamsters Federal Credit Union.

14.2 The Town agrees to deduct contributions to D.R.I.V.E. (Democratic Republican Independent Voter Education) from the wages of those employees who may voluntarily execute a form to authorize such deductions prepared and furnished to them by the Union.

The remittance to the Union of such deductions shall be done on a monthly basis.

### **ARTICLE XV Dues Deduction**

15.4.1 Members shall have the right to have Union dues deducted from their regular pay checks.

15.4.2 The Union agrees to notify the Town in writing of the amount of the dues to be deducted from each employee, and notify the Town one month in advance of any change in the amount to be deducted.

15.4.3 The Town may require each member to sign a dues deduction authorization in such form as the Town may choose.

15.4.4 In the event that an employee's check is insufficient to deduct dues after all other required deductions have been made, then no dues will be deducted or paid to the Union for that week.

15.4.5 The Union agrees to indemnify and save harmless the Town for any actions it may take or fail to take in connection with dues deduction.

15.4.6 The Town shall transmit, by the twentieth day of each month, to the Treasurer of the Teamsters Local Union No. 633 of New Hampshire, P. O. Box 870, Manchester, New Hampshire, 03105, the dues deducted during the past month together with a list of employees who had dues deducted and the date of such dues deductions.

15.4.7 The Town shall transmit, by the twentieth day of the month following the close of each calendar quarter, a list of all bargaining unit member according to their seniority.

## **ARTICLE XVI**

### **Drug Abuse Policy**

The Town of Bedford (Town) Department of Public Works (DPW) and members of the Teamster bargaining unit are committed to maintaining safe working conditions for employees and for the public. Accordingly, the Town and Bargaining Unit agree to abide by the requirements prescribed by the Drug and Alcohol Free Workplace Act, and by the U.S. Department of Transportation Federal Highway Administration Federal Motor Carrier Safety regulations as amended and as may be amended in the future. For purposes of this agreement, all bargaining unit members shall be considered to hold safety sensitive positions and shall be subject to pre-employment, post-accident, random, reasonable suspicion, return-to-duty and follow-up testing as provided in the regulations. The Employer shall provide or make provision for alcohol misuse and controlled substances use information, training, and referral; and shall make provision for proper handling of test results, record retention, and confidentiality under the aforementioned federal regulations. The Medical Review Officer (MRO) shall be mutually approved and selected by the parties.

Refusal to submit to a post-accident, random, reasonable suspicion, return-to-duty and/or follow-up testing required in the above-cited regulations will be considered an act of willful insubordination and will result in termination from employment.

If the employee's first drug or alcohol test is positive, she/he may request a second test. If the second test is positive, the employee shall bear the cost of that test. When evaluation of a substance abuse professional determines that a rehabilitation program is required by an employee to resolve problems associated with alcohol misuse or controlled substance abuse, the employee will properly follow the prescribed program as a condition of continued employment with the

Town. Any cost of rehabilitation or counseling not covered under the employee's health insurance plan shall be borne by the Employee.

If as a result of a positive drug or alcohol test an employee, who is required to have a CDL as a qualification for his/her job, must give up his/her license for a period not to exceed 90 days, the employee may request permission from the Director of Public Works (which permission shall not be unreasonably withheld) to be granted an unpaid leave of absence for the period, less accrued vacation time which shall first be applied to the period. During that period the employee must submit to random testing once a month. (See below).

If an employee loses his/her driving license or CDL for a period longer than 90 days as a result of a positive drug or alcohol test while on the job, the employee shall be deemed unqualified for the job and terminated.

If an employee loses his/her driving license or CDL for a period longer than 90 days as a result of a motor vehicle or other violation while off-duty, the Employer may at its sole discretion, offer another position to the employee, if available. The employee would be eligible only for the pay rate applicable to the position offered. If another position is not available or the employee is not qualified for an open position, the employee may be terminated.

After the first violation (test is found to be positive), a written warning will be issued and the employee shall be randomly tested once a month for the next six consecutive months. Upon the second violation during the length of his/her employment with the Town of Bedford, the employee will be terminated.

If an Employee uses, possesses, dispenses, distributes or manufactures any alcoholic beverage or controlled substance on Town premises, work sites, vehicles, or equipment, the employee will be terminated.

An employee who is required to have a CDL must report immediately to the Superintendent or the Director of Public Works (if the Superintendent is unavailable) any disqualification (loss of CDL) or incidents that may result in disqualification that occur on or off duty. Failure to report such disqualification or incident(s) that may result in disqualification shall result in termination.

## **ARTICLE XVII**

### **Posting of Vacancies**

All vacated positions and newly created positions within the Department, as covered by the collective bargaining agreement, shall be posted at the Public Works Garage for a period of seven (7) consecutive calendar days.

## **ARTICLE XVIII**

### **Separability**

18.1 If any provision of this Agreement or any application of the Agreement to any employee or group of employees covered by this Agreement is found contrary to law, then such provision or application to the extent permitted by law; provided, however, application thereof shall continue in full force and effect.

**ARTICLE XIX**  
**Entire Agreement**

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

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

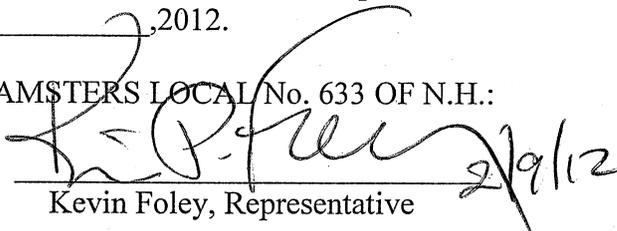
**ARTICLE XX**  
**Duration of Agreement**

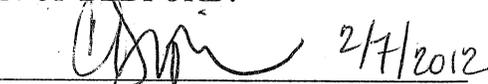
This Agreement shall be in full force and effect from: **January 1, 2012 to December 31, 2014.**

IN WITNESS WHEREOF the parties have hereunto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

TEAMSTERS LOCAL No. 633 OF N.H.:

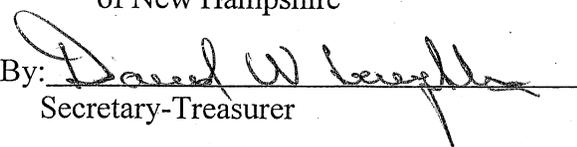
TOWN OF BEDFORD:

By:  2/9/12  
Kevin Foley, Representative

By:  2/7/2012

Teamsters Local Union No. 633  
of New Hampshire

Crystal Dionne,  
Acting Town Manager,  
as authorized by a vote of the  
Town Council on December 14, 2011

By:   
Secretary-Treasurer