AGREEMENT BETWEEN

TEAMSTERS LOCAL 633 OF NH

AND

TOWN OF MILFORD

APRIL 1, 2009 THROUGH MARCH 31, 2012

TABLE OF CONTENTS

ARTICLE		PAGE
PREAMBLE		1
ARTICLE 1	RECOGNITION	1
ARTICLE 2	MANAGEMENT RIGHTS	2
ARTICLE 3	EMPLOYEE RIGHTS	2
ARTICLE 4	SEXUAL HARASSMENT	3
ARTICLE 5	PROBATIONARY PERIOD	4
ARTICLE 6	DUES CHECK OFF	4
ARTICLE 7	SENIORITY	5
ARTICLE 8	LAY-OFF AND RECALL	5
ARTICLE 9	JOB POSTING	6
ARTICLE 10	OVERTIME	6
ARTICLE 11	PAGER PAY	6
ARTICLE 12	CALL-IN TIME	7
ARTICLE 13	DISCIPLINARY PROCEDURE	7
ARTICLE 14	LEAVES OF ABSENCE	8
ARTICLE 15	BEREAVEMENT LEAVE	9
ARTICLE 16	PERSONAL TIME	9
ARTICLE 17	HOLIDAYS	10
ARTICLE 18	MILITARY LEAVE	11
ARTICLE 19	JURY DUTY	11
ARTICLE 20	EMPLOYEE INDEMNIFICATION	11
ARTICLE 21	CAREER INCENTIVES	12
ARTICLE 22	MILEAGE	12
ARTICLE 23	VACATION	12
ARTICLE 24	SICK LEAVE	13
ARTICLE 25	INSURANCE AND OTHER BENEFITS	16
ARTICLE 26	WAGES & LONGEVITY	19
ARTICLE 27	WORKER'S COMPENSATION	19
ARTICLE 28	CLOTHING ALLOWANCE	20
ARTICLE 29	VOLUNTARY WITHHOLDINGS	20
ARTICLE 30	NO STRIKE/NO LOCK OUT	21
ARTICLE 31	SEPARABILITY	21
ARTICLE 32	SHOP STEWARD	21
ARTICLE 33	EFFECT OF AGREEMENT	22
ARTICLE 34	GRIEVANCE PROCEDURE	22
ARTICLE 35	UNION BULLETIN BOARD	24
ARTICLE 36	RETIREMENT BENEFITS	25
ARTICLE 37	HOURS OF WORK – WORK WEEK	25
ARTICLE 38	EXPENDITURE OF PUBLIC FUNDS	27
ARTICLE 39	CONSULTATION	28
ARTICLE 40	DURATION	28

PREAMBLE

The Town of Milford (hereinafter referred to as the "Town") and the International Brotherhood of Teamsters Local 633 (hereinafter referred to as the "Union") hereby agree as follows:

ARTICLE 1
RECOGNITION

Section 1

The Town hereby recognizes the Union as the exclusive bargaining representative, pursuant to the provisions of New Hampshire RSA 273-A, for full-time and part-time regular employees in the positions of: Maintenance Mechanic (Water Utilities Department), Laborer (Transfer Station), Laborer (DPW), Heavy Equipment Operator/Lead Person, Equipment Operator (DPW), Maintenance Mechanic (DPW), Truck Driver (DPW), Custodian (DPW), Distribution Service/Meter Technician, Full-time Clerk (Police), Equipment Operator/Leadman (Water Utilities Department), and Billing/Accounts Receivable Clerk (Water and Sewer). Additionally, it is agreed that the following positions and employees are specifically excluded from recognition or coverage under this agreement: Town Administrator, Director of Human Resources, Chief of Police, Fire Chief, DPW Director, Wastewater Superintendent, General Foreman, Highway Foreman, Transfer Station Supervisor, General Foreman – Facilities, Administrative Assistant to the Director (DPW), Administrative Assistant to the Police Chief, Laboratory Supervisor, Maintenance Foreman, Collection Systems Foreman, Chief Operator, Administrative Assistant (Water Utilities Department), Town Administrator's/Board of Selectmen's Executive Assistant, and all other supervisors, professional and confidential employees, persons in probationary or temporary status, employed seasonally, irregularly or on call, and all other employees of the Town of Milford.

Section 2

It is specifically agreed by the parties hereto that any rights, duties or authority existing by virtue of the New Hampshire Revised Statutes Annotated or other law shall in no way be abridged or limited by any of the provisions of this Agreement, and to the extent that any provision of this Agreement is inconsistent with any such law, the provisions of law shall prevail.

ARTICLE 2
MANAGEMENT RIGHTS

Section 1

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

Section 2

It is agreed that these enumerations of management rights shall not be deemed to exclude other proper management rights not specifically enumerated herein. The Town shall retain all rights and authority exercised prior to the execution of the Agreement, except as modified in this Agreement. The Town not exercising any function hereby reserved to it, or its exercising of such function in a particular way, shall not be deemed to be waiving its right to exercise such function or preclude the Town from exercising the same in some other way not in conflict with the express provisions of this Agreement. It is further specifically agreed that this Article and the exercise of any management right herein shall not be subject to any grievance proceeding as hereinafter set forth.

ARTICLE 3
EMPLOYEE RIGHTS

Section 1

The Town and the Union agree not to discriminate against any employee covered by this Agreement in conditions of employment in order to discourage or encourage membership in the

Union or to discriminate against any employee because the employee has given testimony or taken part in a grievance procedure or proceeding for the Union.

Section 2

No employee shall, as a condition of employment, be required to become a member of the Union. The Union agrees that it will not interfere with the rights of any or all non-members employed by the Town.

Section 3

The Town and the Union reaffirm and will maintain the policy not to discriminate against any person because of race, color, national origin, citizenship, religion, sex, marital status, age, sexual orientation (RSA 354-A: 2, XIV-a), or disability. All such claims under this Section shall be initiated through the grievance procedure herein before taking action with state or federal agencies. This requirement shall not, however, restrict the filing of claims or complaints so as to cause the expiration of time limits or prevent the appeal rights set forth by statute or regulation.

ARTICLE 4
SEXUAL HARASSMENT

Section 1

The Town will not tolerate sexual harassment of any employee, citizen, vendor, or any other person dealing with the Town. Conduct will be considered sexual harassment if:

a. Submission to or rejection of a request for a sexual favor is used as the basis for employment decisions affecting the person who did the submitting or rejection; or

b. Submission to a request for sexual favors is made either explicitly or implicitly as a condition of the individual's initial or continued employment.; or

c. Unwelcomed sexual advances or other verbal or physical conduct of a sexual nature interferes with an individual's work performance or creates an intimidating, hostile, or offensive work environment.

Section 2

All complaints of alleged sexual harassment should be referred immediately to the employee's supervisor, the Director of Human Resources, or the Town Administrator, and the matter will be promptly investigated. Confidentiality will be maintained to the extent possible consistent with the need to conduct a prompt and thorough investigation of a complaint. Retaliating or discriminating against an employee for complaining about sexual harassment is prohibited.

Section 3

Any instance of sexual harassment as described herein, any act of realization, or any failure to cooperate in the investigation or resolution of a sexual harassment complaint may result in disciplinary action up to and including termination.

ARTICLE 5
PROBATIONARY PERIOD

Section 1

All new employees shall serve a probationary period of six (6) months but no longer than one (1) year from the date of hire and during this period shall be classified as probationary employees.

Section 2

Probationary employees are considered employees at will and may be terminated with or without cause and shall not be entitled to representation by the Union.

Section 3

Probationary employees shall be eligible to receive all benefits extended to non-probationary employees covered under this Agreement commencing in accordance with the enrollment policies of the specific benefit providers.

ARTICLE 6
DUES CHECK OFF

Section 1

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

Section 2

Upon an individually written authorization card signed by the employee and approved by the Union, the Town agrees to deduct from each employee's wages a sum for the Teamsters Credit Union (only by electronic transfer).

ARTICLE 7
SENIORITY

Seniority shall be measured from the last date of hire of an employee. Seniority shall terminate upon the occurrence of one of the following events:

Retirement	Discharge
Resignation	Lay off for one (1) year
Absence due to illness or accident of twelve (12) months	Failure to return from lay-off within fourteen (14) calendar days of notification

Seniority shall continue to accrue during periods of qualified Worker's Compensation absence due to illness or accident on the job.

This definition of seniority and parts thereof shall have force and effect only with respect to provisions of the Agreement specifically requiring the Town to make personnel decisions in whole or in part on the basis of seniority.

ARTICLE 8
LAY-OFF AND RECALL

Section 1

In the event of lay-off, the least qualified employee, as determined by the Town, shall be laid off in each job classification. It is understood that an employee retained must be qualified to perform the available work. In the event of equal qualifications, as determined by the Town, the least senior employee in the job classification shall be laid off first.

Section 2

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

ARTICLE 9
JOB POSTING

Section 1

When the Town has determined that a vacancy will be filled, the Town shall post a notice indicating the position, its pay range, the qualifications required and the normal working hours for the position. Postings shall be subject to change at the discretion of the Town.

Section 2

The job posting shall be left on the bulletin board for five (5) work days and all employees in the bargaining unit shall be eligible to apply for the position. Nothing in this posting procedure shall be deemed to limit the Town's right to seek applicants for the position from outside the Town.

ARTICLE 10
OVERTIME

Section 1

Overtime will be distributed as evenly as possible with the understanding that employees who turn down overtime will lose any right to dispute overtime distribution.

Section 2

In the event that qualified employees within a job classification in which overtime exists should turn down the overtime, it is agreed by the parties that the least senior qualified employee in the job classification can be required to work the overtime. Employees shall receive time and one-half for all hours worked in excess of forty (40) hours in a work week. Hours paid but not worked will not be used in the computation of overtime with the exception of holidays.

Section 3

The parties understand that this Article shall not be deemed to prohibit or limit the use of temporary personnel when the Town determines that it is necessary.

ARTICLE 11
PAGER PAY

Employees required to be available by pager, telephone, cell phone or other summoning device, outside of their regularly-scheduled working hours, after leaving the work premises, will

be paid for one (1) hour at time and one half (1 ½) the employee's regular rate of pay for each day the employee is required to be on standby. Employees on standby are required to respond by telephone within ten (10) minutes of receiving a page/summons.

ARTICLE 12
CALL-IN TIME

Section 1

Employees called in to work outside of their regularly scheduled working hours, after leaving the work premises, will be paid for the time actually worked with a minimum of three (3) hours at time and one-half, except in instances where the employee is coming in to perform authorized scheduled work, in which case the employee will be paid time and one-half the employee's regularly hourly rate of pay in accordance with Article 10 for hours worked.

Section 2

Employees subsequently called in within the same three (3) hour period of their last call-in shall not receive the call-in pay.

ARTICLE 13
DISCIPLINARY PROCEDURE

Section 1

All suspensions and discharges must be stated in writing with reasons stated and a copy given to the employee and a courtesy copy will be provided to the Union representative within five (5) work days after the date of suspension or discharge.

Section 2

The following actions or conduct are grounds for immediate discharge without prior discipline; however, this list should not be considered to include all reasons for discharge:

A. Insubordination
B. Intoxication or under the influence of alcohol while on duty.
C. Using, selling or being in possession of alcohol or illegal drugs (controlled substances) or drug paraphernalia while on duty or being under the influence of illegal drugs (controlled substances) while on duty.
D. Fighting and/or attempting to injure or endanger others.
E. Unauthorized absence for three (3) days without calling the Department.
F. Stealing, embezzlement, or destruction of Town property.
G. Commission of a felony.

H. Dishonesty.

I. Immoral conduct.

J. Falsification of records.

K. Using the position for personal gain.

L. Loss of driver's license or other operator's permit or certification for those positions requiring such license or permit.

M. Failure to perform assigned duties.

N. Offensive conduct or language.

O. Repeated lack of cooperation with other employees or members of the public.

P. Recurring unauthorized absenteeism or tardiness.

Q. Other serious offenses justifying discharge.

R. Violation of the rules or regulations.

Section 3

All employees shall have the right to review their personnel records upon at least 12 hours' notice to the Selectmen's Office. The Employee may receive a copy of the file at the Employee's expense.

ARTICLE 14
LEAVES OF ABSENCE

Section 1

Written requests for leaves of absence without pay or benefits may be granted by the Town Administrator for a period not to exceed three (3) months. Upon expiration of the leave, the employee shall be reinstated to the position held before the leave was granted. Failure of the employee to report to work at the expiration of the leave shall be cause for dismissal. Extension of the leave of absence may be granted by the Town Administrator if recommended by the Department Head, but the total leave of absence shall not exceed one (1) year.

Section 2

Medical leaves of absence shall be in accordance with the Town of Milford Employee Handbook of Personnel Rules, Family and Medical Leaves of Absence Policy, and Maternity Leave Policy.

ARTICLE 15
BEREAVEMENT LEAVE

Section 1

Special leave, for full-time regular and part-time regular employees, of forty (40) hours with pay between the date of death and the date of the funeral or memorial service, inclusive, shall be granted an employee in the event of the death of:

Spouse	Father-in-law/Mother-in-law
Child/Stepchild	Brother-in-law/Sister-in-law
Father/Mother	Grandfather/Grandmother
Brother/Sister	Grandchild
Stepmother/Stepfather	Stepbrother/Stepsister
Son-in-law/Daughter-in-law	Ward of the employee's home
Legal Guardian	
Relatives residing with or in the care of the employee	

Section 2

Under extenuating circumstances, sixteen (16) hours additional leave with pay, deducted from the employee's sick leave, may be granted with the written approval of the Department Head.

ARTICLE 16
PERSONAL TIME

Newly-hired full-time and part-time employees, who have completed at least ninety (90) days of employment, shall be entitled to a pro-rated number of personal hours (1.666 hrs/mo) for the balance of the calendar year in which they are hired starting with the first full month of employment. Commencing January 1st of the year after date of hire, once the employee has completed ninety (90) days of employment, he/she shall be entitled to twenty (20) hours of non-cumulative personal time per calendar year. Personal time shall be granted with at least a one (1) week notice, or in cases of documented emergencies, as approved by the Department Head in accordance with the staffing requirements of the Department. Employees may be granted time off for personal reasons without pay. Personal time may not be taken to substitute for suspension due to disciplinary action. Employees shall not be paid for unused personal time, except in the event of resignation, retirement, or death.

ARTICLE 17
HOLIDAYS

Section 1

The following holidays, shall be paid holidays for all full-time regular, full-time probationary, part-time regular and part-time probationary employees:

New Year's Day	Columbus Day**
Martin Luther King Day**	Veterans Day
Presidents Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	Employee's Birthday**

** These holidays are floating holidays. On these days, the Town will be open for business as usual and each office will be minimally staffed. Those employees who are required to work on the floating holiday will be granted another day off as their floating holiday; however, the actual holiday must have occurred prior to employees taking another day off as their floating holiday. Days off for floating holidays must be used within the calendar year in which they are granted. Prior to the beginning of each calendar year, the Selectmen's Office will issue a notice of the dates on which each of these holidays will be observed during the ensuing year. The employee's birthday may be taken anytime within the calendar year in which it occurs provided the employee gives at least a one (1) week notice to the employee's supervisor.

Section 2

If a regular full-time or part-time regular employee is required to work on a holiday, the employee will be paid at time and one-half for the hours worked on the holiday in addition to the employee's holiday pay.

Section 3

When a holiday falls on a Saturday, the preceding Friday shall be considered the holiday; when a holiday falls on a Sunday, the following Monday shall be considered the holiday.

ARTICLE 18
MILITARY LEAVE

Any full-time regular or part-time regular employee who is a member of a reserve force of the United States or the State of New Hampshire and who is ordered by the appropriate authorities to attend the annual training program under supervision of the United States or of the State of New Hampshire and presents said orders to the employee's supervisor, shall be granted a leave of absence during the period of such annual training of up to fifteen (15) calendar days. During such absence, the employee shall receive as pay the difference between the employee's regular net weekly straight time pay and the annual training pay received as a member of the reserve force of the United States or the State of New Hampshire for said period. Payment of the above-stated differential shall not apply to regular monthly meetings or when the employee enters full-time active duty, and shall not be made unless the employee shows proof of the amount of military compensation.

ARTICLE 19
JURY DUTY

Section 1

A full-time regular or part-time regular employee called as a juror shall be paid the difference between the fee received for such service and the amount of straight time earnings lost by the employee by reason of such service up to twenty two (22) working days in each calendar year.

Section 2

Satisfactory evidence of summons, attendance, and amounts paid for jury duty must be submitted to the employee's department head. The Town shall not reimburse for meals and mileage.

Section 3

If jury duty is not for a full working day, the employee is expected to return to work.

ARTICLE 20
EMPLOYEE INDEMNIFICATION

The Town shall defend all employees against any claims made against them arising out of an act or omission by the employee while acting in good faith within the employee's scope of

employment. The Town shall indemnify all employees for any judgment entered against them arising out of any act or omission by the employee acting in good faith within the employee's scope of employment to the extent that the claim is within the limits of an insurance policy maintained by the Town.

ARTICLE 21
CAREER INCENTIVES

Section 1

The Town shall pay for course work required for certification or minimum education mandated by federal, state, or local regulation for the employee's current position, upon approval by the Department Head. Courses, seminars or workshops taken during working hours and required by the Town shall by paid by the Town, upon approval by the Department Head.

Section 2

Regular full-time employees shall be eligible for tuition reimbursement of approved course work from an accredited college or university. Said tuition reimbursement shall be with Department Head approval in accordance with the Town's "Education Reimbursement Policy".

ARTICLE 22
MILEAGE

Employees required or requested to use their personal vehicles in the course of their duty for Town business shall be reimbursed at the minimum rate established by the State of New Hampshire.

ARTICLE 23
VACATION

Section 1

Full-time and part-time regular employees shall earn vacation time at the end of each completed pay period of service in accordance with the following schedule.

Years of Service as of Anniversary Date	Annual Vacation Allowance	Hourly Accrual Schedule	Maximum Accumulation
1 through 5	80 hours	0.039 hours	120 hours
6 through 10	120 hours	0.058 hours	180 hours
11 and over	160 hours	0.077 hours	240 hours

Section 2

Employees may accumulate no more than the maximum accumulations shown in section 1 of this Article. Hours earned over the maximums shall be forfeited.

Section 3

Requests for vacation leave shall be granted in accordance with the employee's preference and the needs of the Department, provided that the request is in writing at least two (2) weeks prior to the desired commencement of the leave, however, in extenuating circumstances, the department head has the discretion to grant leave with less than 2 weeks notice. To the extent possible, employees with sufficient accumulated leave shall be afforded the opportunity to take two (2) consecutive weeks each calendar year. In the event of two (2) or more employees requesting vacation for the same period of time, the vacation shall be granted on the basis of seniority.

Section 4

After six (6) months of service, all earned but unused vacation time shall be paid upon an employee's retirement, resignation or death.

Section 5

Vacation time shall not be granted to an employee during the first six (6) months of employment. At the discretion of the Town, exceptions may be granted in the case of documented emergencies.

ARTICLE 24
SICK LEAVE

Section 1

Sick leave may be used for the illness or injury of the employee only, except that up to forty (40) hours of accrued sick leave may be utilized each calendar year for the care of the employee's spouse, children and parent(s).

Section 2

A. Employees working the standard forty (40) hour week are permitted to take up to sixty-four (64) hours of sick time annually, to be prorated for employees working other than the standard forty (40) hour work week. New employees shall accrue sick leave at a rate of five and one-third (5.33) hours per month beginning the first of the month following the month of employment for the first year employment and then the full 64

hours per year thereafter. Probationary employees may not charge sick leave in advance of accrual.

B. If an employee uses no sick time during the year, the 64 hours (8 days) would be converted to 40 hours (5 days) of vacation time the following year, with the remaining 24 hours (3 days) available to go into a "bank" system. An employee will be allowed to "bank" up to a maximum of 15 days of sick time (in addition to the 8 sick days allowed each year) in order to have time against which to be made "whole" during a period of short-term disability or worker's compensation. NOTE: No cash out of sick time or "banked" time would be made at termination or retirement.

C. If any sick time is used during the year, the following scenarios would apply:

- If an employee uses any sick time during the year, vacation time would be reduced by 5/8ths (.625) of the unused sick time remaining. For example, if an employee uses 2 sick days, the allowable vacation time the following year would be 30 hours (64 minus 16 = 48 X .625 or 3.75 days) and 1 day would be available to go into the "bank."
- If an employee uses 3 or more sick days during the year, the remaining time would be converted to vacation time as noted above but no time would be available to go into the "bank."

D. With the addition of up to one additional week of vacation time if no sick time was used during the year and an employee was already at maximum accumulation, maximum accumulation would then be increased by 40 hours as shown below:.

Years of Service as of Anniversary Date	***Annual Vacation Allowance***	***Maximum Accumulation***
1 through 5	80 hours (+ up to 40)	160 hours (120 + 40)
6 through 10	120 hours (+ up to 40)	220 hours (180 + 40)
11 and over	160 hours (+ up to 40)	280 hours (240 + 40)

NOTE: Part-time employees are eligible for the conversion of sick time to vacation time and eligible to accumulate "banked" time.

Section 3

In the event that a full-time regular employee uses sick leave in excess of eight consecutive calendar (8) days, and is enrolled in the Town's Short-Term Disability Program, the Town shall pay the difference between that employee's weekly rate of pay (less payroll deductions) and the amount received by said employee pursuant to the Short-Term Disability Program, after the employee has exhausted all sick, personal, holiday and vacation time against

which to charge payments, exempting, at any given time, a current balance of not more than forty (40) hours of annual leave (prorated for non-standard work week). Since disability income is subject to income tax, regular weekly pre-tax gross wages will be used as the basis of the calculation; overtime, bonuses, and other supplemental payments will not be included. An employee on short-term disability leave will not receive a wage rate increase as approved at the Annual Town Meeting until said employee returns to full-time regular employment, said increase to be retroactive subject to performance review.

Section 4

At retirement (defined as 15 years of service to the Town and eligible to receive regular service [not voluntary early] retirement benefits under the New Hampshire Retirement System), the Town shall make a cash payment to retirees as follows:

1. Two hundred (200) hours, prorated for non-standard work weeks, times the employee's regular rate of pay at the time of retirement for those individuals employed by the Town as of December 31, 1997 and who retire after December 31, 2004.
2. Individuals hired after December 31, 1997 shall not be entitled to any cash payments at retirement.

Section 5

Sick leave may be utilized for absences due to illness, injury, or exposure to contagious diseases endangering the health of other employees; when recommended by the attending physician; for medical, dental, or optical appointments with prior approval of the employee's supervisor; and up to sixteen (16) hours for death within the immediate family in those rare cases where bereavement leave is not sufficient, as determined by the Department Head. Sick leave shall be deducted on the basis of hours used.

Section 6

Notification of absence due to sick leave shall be given to the Department Head within one (1) hour after the start of the work day of the first day of absence by the ill employee or the employee's designee. Repeat notification shall be given for subsequent days of illness. Failure to report such absence may, at the discretion of the Department Head, be charged to leave without pay.

Section 7

Employees may be required to furnish to the Department Head a certificate from an attending physician or other licensed healthcare practitioner when sick leave exceeds five (5)

consecutive work days. Such certificates shall contain a statement that, in the practitioner's professional judgment, sick leave was, and is, necessary. The Town will review such certification and determine whether it is adequate to justify the use of paid sick leave.

Section 8

In accordance with Federal and State laws, a female employee who is unable to work due to pregnancy shall be considered temporarily disabled and shall be extended the same benefits and be subject to the same policies as any disabled employee. The employee shall submit documentation from her attending physician indicating the date she is no longer able to work and an estimated date as to when she will be able to resume her duties. When the actual return-to-work date is determined by the attending physician, it will be the employee's responsibility to so inform her Department Head.

Section 9

Paternity leave may be permitted under the auspices of the Town's Family Medical Leave Act Policy. Employees who do not qualify for Family Medical Leave, may be permitted to use up to forty (40) hours of sick leave for parental leave purposes upon request and with the authorization of the Department Head in accordance with section 3,A of this Article.

ARTICLE 25
INSURANCE AND OTHER BENEFITS

Section 1. FLEXIBLE BENEFITS PLAN:

The Town provides insurance to its full-time regular employees under an IRS Code Section 125 Flexible Benefits Plan. Under this plan, an employee is given several different options as to health, dental, life, short and long-term disability insurance and the use of Employee Reimbursement Accounts for health care and dependent care. Each November/December for changes to be effective January 1st of the following year or in the case of health insurance each May/June for changes to be effective July 1st, an employee may change any or all of the employee's insurance coverages during these annual re-enrollment periods. The only other time an employee will be allowed to change insurance coverage is as a result of a "life status change." A life status change is defined as the marriage or divorce of the employee; the birth or adoption of a dependent; the death of a dependent; a dependent child no longer eligible; or the job status change of a spouse. The programs available under Section 125 Flexible Benefits Plan are listed in this Article. Benefits described in this Article are provided in accordance with the terms of coverage for each plan.

Section 2. HEALTH AND DENTAL INSURANCE:

A. Effective July 1, 2009, bargaining unit employees and retired former members of the bargaining unit will have coverage through Northern New England Benefits Trust (NNEBT). For active employees and pre-Medicare age retirees, the coverage will include Medical, prescription drug, vision, hearing and health club reimbursement. For Medicare age retirees, the coverage to be offered by NNEBT will include Medicare Supplemental insurance and Medicare Part D coverage. The foregoing language is intended to describe the NNEBT Plans and in no way binds the Town of Milford into providing similar plans or impedes the Town from changing plans during the term of this contract.

B. Commencing July 1, 2009, the Town will pay 100% of the cost of coverage for active employees up to a maximum amount equal to 85% of the cost of the health insurance offered to non-bargaining unit Town employees (currently Harvard Pilgrim of NE through PRIMEX[3] Health). Bargaining unit employees will be responsible for any NNEBT premium costs exceeding the 85% of the health insurance offered to non-bargaining unit employees. The allocation of premium costs for retirees will remain as currently exists. At no time will the Town's share of the premium exceed 100% of the NNEBT monthly premium.

C. The Town's share of the premium for group dental insurance coverage shall be 100% of the single "low" coverage. The employee's share of the group health and dental premiums shall be the remainder of the cost after the Town's contribution, which amounts may vary depending on the employee's coverage selection(s). The employee share of the premium shall be paid by payroll deduction.

D. If any employee withdraws from or waives coverage under the Town's hospital-medical insurance plan in Section 1, the employee shall receive a payment of forty percent (40%) of the Town's 85% share of the premium for single coverage. Payment shall be calculated by dividing the total into equal payments to be paid in each pay check. Employees must provide proof of alternate health and/or dental insurance coverage to qualify for said payment.

Section 3. LIFE INSURANCE:

The Town shall provide to each full-time regular employee, at no cost to the employee, life insurance coverage in an amount of $16,000.00 or two (2) times the employee's annual salary whichever is greater.

Section 4. SHORT-TERM DISABILITY INSURANCE:

The Town provides full-time regular employees with accident and sickness (short-term) disability insurance.

Section 5. LONG-TERM DISABILITY INSURANCE:

As an option under the Town's Flexible Benefit Plan, a full-time regular employee may enroll in the Long-Term Disability Insurance Plan. Enrollment in this Plan is optional and at the employee's expense.

Section 6. EMPLOYEE REIMBURSEMENT ACCOUNTS:

Employee Reimbursement Accounts provide for pre-tax payment of eligible health care and dependent care expenses for full-time regular employees. Dollars contributed to either or both reimbursement accounts, are not taxed (Federal Income or Social Security). In addition, a portion of left-over Town provided benefits dollars may be contributed to these accounts for employees who have selected reduced health, life or disability benefits. Employee Reimbursement Account funds are permitted to pay for health care expenses not covered or not paid for by employee medical/dental coverage or for dependent care reimbursement for dependents under the age of 13. The employee determines the total dollar amount to be deposited in the account(s) which will then be deducted in equal amounts from each paycheck and credited to the employee's account. Employees must complete the required form and submit the necessary payment documentation to be reimbursed for eligible expenses. Claims must be submitted and all accounts funds must be used within ninety (90) days after the end of each plan year or the remaining funds shall be forfeited.

Section 7. GROUP INSURANCE PROGRAM FOR RETIREES:

Retired personnel may continue to carry their health insurance through the Town's group insurance program. Retirees must remit the full payment monthly, in advance, for this benefit or have the option of having the premium deducted from their monthly retirement check if they are on the retirees' group. Retired personnel for the purposes of this section shall mean those employees who have retired from the Town under the New Hampshire Retirement System and have been in the employment of the Town as a full-time regular employee for at least ten (10) years. Retirees not on the retirees' group shall pay one hundred and two percent (102%) of the cost of the premium and the payment must be made thirty (30) days in advance of the coverage period.

ARTICLE 26
WAGES & LONGEVITY

Section 1. WAGES:

Effective the first full pay period following April 1, 2009, each employee's base rate of pay and contributions to health insurance shall be increased as follows:

Effective Date	Wages	Health Insurance
April 1, 2009	Across the board increase of 1.5%	NNEBT Rates
April 1, 2010	No wage increase in 2010	NNEBT Rates
April 1, 2011	Merit increase of up to 3%	NNEBT Rates

In the event that the Board of Selectmen grants non-union employees a greater pay increase than the rates established in the Agreement for unit members, unit members shall have pay adjustments so that their total pay increase shall be equal to the total pay increase for said non-union employees.

This section and the Compensation Administration Manual shall not be subject to the grievance procedure set forth in this Agreement.

ARTICLE 27
WORKERS' COMPENSATION

Section 1.

In the event that a full-time regular employee under Article 23 Sick Leave has been injured while in the performance of the employee's duties, and the employee's Workers' Compensation Claim is accepted, then that employee shall be paid the difference between the employee's weekly rate of pay (less legally required payroll deductions) and the amount received by the employee pursuant to the Workers' Compensation Program for a period not to exceed six (6) months from the date the injury occurred (excluding any waiting period required by Workers' Compensation law) - after the employee has exhausted all sick, personal, holiday and vacation time against which to charge payments, exempting, at any given time, a current balance of not more than forty (40) hours of annual leave (prorated for non-standard workweek). Regular weekly pre-tax gross wages (less legally required payroll deductions) will be used as the basis for the calculation - overtime, bonuses and other supplemental payments will not be included. An employee on workers' compensation disability leave will not receive a wage rate increase as approved at the Annual Town Meeting until said employee returns to employment at which time said increase shall be retroactive subject to performance review.

Section 2

Employees absent from work as a result of a bona fide Workers' Compensation injury are eligible for reinstatement to the employee's former position within eighteen (18) months of the date of the injury provided that:

a. The employee requests reinstatement
b. The employee is capable of performing the duties of the position, as determined by the attending physician.
c. The position exists and is available

Section 3

The Town shall provide Alternate Work Opportunities (light duty) as determined by the Department Head, said opportunities being consistent with the employee's limitations, as certified by the attending physician, and the appropriate provisions of RSA 281-A:64. An employee may be terminated for not accepting a light duty assignment for which the employee is capable of performing.

ARTICLE 28
CLOTHING ALLOWANCE

The Town will provide and maintain uniforms for Waste Water Treatment and Public Works personnel in accordance with the current practice. Waste Water Treatment and Public Works personnel shall be provided work boots meeting Town requirements, issued through vendors as approved by the Town, at a cost not to exceed two hundred and twenty-five dollars ($225.00) each calendar year.

ARTICLE 29
VOLUNTARY WITHHOLDINGS

The Town agrees to deduct from the paycheck of all employees covered by this agreement voluntary contributions to Granite State Teamsters, D.R.I.V.E. (hereinafter referred to as D.R.I.V.E.). Teamsters Local 633 shall notify the Town of the amount designated by the employee to be withheld from the employee's paycheck for D.R.I.V.E. on a pay period basis for all pay periods worked. The phrase "weeks worked" excludes any other week than a week in which the employee earned a wage. The Town shall transmit to Teamsters Local 633 of New Hampshire on at least a monthly basis, in one check, the total amount deducted along with the name of the employee on whose behalf the deduction is made, the employee's Social Security number and the amount deducted from the employee's pay. The Town agrees to accept voluntary payroll deductions for any Teamster member who would like to join the Teamsters Federal Credit Union.

ARTICLE 30
NO STRIKE/NO LOCKOUT

Section 1

Under no circumstances will the Union cause, encourage, sponsor or participate in any strike, sit-down, stay-in, sick-in, sick-out, work slowdown, picketing of any kind while on duty, multiple resignations, withholding of services or curtailment of work or restrictions, or interference with the operations of the Town or departments thereof during the term of this Agreement. In the event of any such activity, the Town shall not be required to negotiate on the merits of the dispute which gave rise to such an activity until any and all activity has ceased. The Town shall not lock out any employees during the term of this Agreement.

Section 2

Should any employee or group of employees covered by this Agreement engage in any activity prohibited by Section 1 of this Article, the Union shall forthwith disavow any such activity and shall use all means to induce such employee or group of employees to terminate such activity forthwith. It is understood that any employee violating this Article shall be subject to immediate discharge.

ARTICLE 31
SEPARABILITY CLAUSE

If any Article of this Agreement or any application of any portion of any Article of this Agreement to any employee or group of employees is held to be contrary to law, then such Article shall be deemed invalid, but all other Articles shall continue in full force and effect.

ARTICLE 32
SHOP STEWARD

Section 1

The Town agrees to recognize one (1) Shop Steward and two (2) Alternate Shop Stewards who will serve in the absence of the regular Shop Steward. If a situation should arise which threatens to disrupt the workplace when the Shop Steward is on duty, the Department Head will attempt to schedule times or meetings so as not to lessen departmental coverage. If a settlement cannot be reached, the Steward shall report it by telephone to the Union Business Agent. If the issue still cannot be settled, the Steward shall reduce any resulting grievance to writing and submit it in accordance with the grievance procedure.

Section 2

It is understood that time spent in grievance processing or investigation which is done by a Union Steward or member will be done either before or after working a regular shift and will not be paid.

ARTICLE 33
EFFECT OF AGREEMENT

Section 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 life of this Agreement each voluntarily and unqualifiedly waive the right and each agree that the other shall not be obligated to bargain collectively with respect to any subject or matter not referred to or covered in this Agreement, 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 this Agreement was negotiated or signed. The parties may, however, voluntarily agree to reopen contract negotiations on any subject at any time.

Section 2

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

ARTICLE 34
GRIEVANCE PROCEDURE

Section 1

A grievance is defined as a dispute, claim, or complaint raised by an employee covered by this Agreement involving the meaning, interpretation or application of the express provisions of this Agreement. A grievance must be in writing and must state the specific provision(s) in this Agreement which allegedly has or have been violated, the date of the alleged violation, and the specific relief sought.

Section 2

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

Step 1: Any grievance shall be filed by the Employee and/or the Union, in writing, with the Department Head within ten (10) work days of the alleged grievable occurrence. The Department Head shall hold an administrative hearing concerning the grievance within five (5) work days of receipt of the grievance. The Department Head shall decide the grievance based upon information supplied and any further information the Department Head may request during or subsequent to the hearing. The Department Head shall render a decision, in writing, within five (5) work days from the close of the hearing.

Step 2: If the aggrieved Employee and/or Union is not satisfied with the decision of the Department Head or if no decision has been rendered within the five (5) work day period as defined above, said Employee and/or Union may appeal the grievance, in writing, to the Board of Selectmen within five (5) work days of the receipt of the Department Head's decision or that date upon which such decision should have been rendered, provided, however, that the aggrieved Employee and/or Union sets forth specific reasons for such appeal and the terms and conditions of this contract and the specific areas which the Employee and/or Union feel have been violated, as was presented to the Department Head. The Board of Selectmen shall decide the grievance based upon the information supplied and any further information the Board may request during or subsequent to the hearing.

Step 3: Should any grievance arise which cannot be settled within the scope of the foregoing sections of this Article, the Union, on behalf of the grievant, may submit such grievance to arbitration as follows:

1. If the Union is not satisfied with the disposition of the grievance by the Selectmen or if no decision has been rendered within nine (9) calendar days after the meeting at which the Selectmen originally considered said grievance, the Union may submit in writing a request to the American Arbitration Association or Public Employee Labor Relations Board to appoint an arbitrator to resolve said grievance in accordance with the rules and regulations of the American Arbitration Association within fourteen (14) days after the meeting at which the Selectmen originally considered such grievance. If the Union fails to submit such written request for the appointment of an arbitrator to the American Arbitration Association within said fourteen (14)

days, the grievance shall be deemed abandoned and no further action shall be taken with respect to such grievance.

2. The arbitrator shall not have the power to add to, ignore or modify any of the terms or conditions of the Agreement, nor shall said arbitrator have the power to hold the hearing for more than one grievance; that is multiple grievances before the same arbitrator will not be allowed. The arbitrator's decision shall not go beyond what is necessary for the interpretation and application of express provisions of this Agreement. The arbitrator shall not substitute the arbitrator's judgment for that of the parties in the exercise of rights granted or retained by this Agreement.

3. Excluded from arbitration are unadjusted grievances which question the exercise of rights set forth in Article 2 of this Agreement entitled MANAGEMENT RIGHTS.

4. The decision of the arbitrator shall be advisory only.

Section 3

The expenses of the arbitrator shall be borne by the party against whom the arbitrator has found. No costs shall be incurred by the party in whose favor the arbitrator makes his finding.

Section 4

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 department and having the grievance adjusted without the invention (was this supposed to be intervention?) of the Union, providing the adjustment is not inconsistent with the terms of this Agreement.

Section 5

If the grievance is not reported and/or processed within the time limits set forth in Section 2 above, the matter shall be dismissed and no further action will be taken with respect to such grievance.

ARTICLE 35
UNION BULLETIN BOARD

The Town shall provide space on its bulletin boards in designated areas of each department for Union notices. Employees shall not post notices of a derogatory, libelous, or profane nature and shall be limited to actual Union activity. Employees shall not post Union notices at any other location other than the approved Union bulletin board.

ARTICLE 36
RETIREMENT BENEFITS

Section 1. NEW HAMPSHIRE RETIREMENT SYSTEM:

Full-time employees meeting the eligibility requirements of the New Hampshire Retirement System will be covered under the New Hampshire Retirement System, Group I.

Section 2. SECTION 457 DEFERRED COMPENSATION PLANS:

In addition to the New Hampshire Retirement System, the employees may join any Section 457 Deferred Compensation Plan offered by the Town. Enrollment into the fund is voluntary and there is no Town contribution.

ARTICLE 37
HOURS OF WORK – WORK WEEK

Section 1

The standard work week for full-time regular clerical, supervisory and professional employees shall be forty (40) hours per week. The standard work week for full-time regular technical, trade, custodial, highway, or other employee in a similar category shall be forty (40) hours per week and may be expanded to include weekend and standby coverage. Said standard work weeks shall not be considered a guarantee of hours for the work week.

Section 2.

Whenever leave earnings, entitlements and accumulations are addressed in this Agreement, they are determined on full-time regular employee working the standard forty (40) hours per week. Regular employees working other than a standard forty (40) hour work week shall have leave earnings, entitlements, and accumulations prorated based on the hours worked in relation to the base forty (40) hour work week.

Section 3

When the standard work week of forty (40) hours for the aforementioned employees is accomplished in less than five (5) eight (8) hour days, those employees shall follow the "bank" system for leave as established in this Article for employees working a NON-STANDARD WORK WEEK.

Section 4

The Town provides rest periods of fifteen (15) minutes for every four (4) hours of working time or major fraction thereof. Such rest periods are to be taken, insofar as practicable, in the middle of the working time. Rest periods are to be taken in such a manner that the normal delivery of services will not be interrupted. Rest periods or lunch times not taken cannot be credited toward leave time, or saved for use with other rest time, or for the purpose of shortening the normal work day.

Section 5

Employees shall receive a meal period of not less than one-half (1/2) hour or more than one (1) hour after each five (5) hour period worked. Meal periods shall not be considered work time. Supervisors shall schedule meal breaks so as not to interfere with the delivery of services. Because of the nature of the operation, employees at the Milford Police Department will receive a meal period of not less than one-half (1/2) hour or more than one (1) hour after each five (5) hour period worked. Meal periods shall not be considered work time. Supervisors shall schedule meal breaks so as not to interfere with delivery of services.

Section 6

Department Heads may exercise their discretion in determining the lengths of the shifts or work days, as long as the total of such shifts and work days in any one work week does not exceed the standard work week established by the Town for the department.

Section 7

The hours of work for Police Department personnel shall be governed by department policy pertaining to shift coverage and assignment and the Standard Operation Procedures of the Department, as approved by the Board of Selectmen.

Section 8. NON-STANDARD WORK WEEK:

For employees working a "non-standard" work week [i.e., other than five (5) eight (8) hour workdays], there shall be the following "bank" of allowable holiday and personal hours:

A. Total hours to be "banked" for a 40-hour per week employee is 116 hours per calendar year. These consist of 96 hours of holiday time and 20 hours of personal time. Full-time employees working more or less than 40 hours per week will receive a prorated amount of holiday and personal time.

B. All Town-observed holidays, except floating holidays and the employee's birthday, will be taken on the day the Town observes the holiday and the hours (including call shift) normally worked that day will be charged to the "bank." If the employee chooses to work a

holiday that falls in a scheduled work week, the employee must give the Department Head a two (2) week notification. The employee will be paid at straight time for that holiday with no charge to the "bank." If the holiday falls on the employee's day off, the hours will be left in the "bank" and treated as floating holiday time.

C. All requests for "bank" leave time must be submitted on the Town request form at least two (2) weeks prior to the day(s) off requested. The Department Head shall respond in writing within one (1) week from the date the request is received. If the request is denied, a reason for the denial will accompany the response. If the Department Head does not respond within one (1) week from the date of the request, the request is considered to be granted. In case of unusual circumstances, the leave notice requirements shall be waived with Department Head approval.

D. All full-time employees who use the "bank" system will, at the time of hiring, sign an authorization form stating that, upon termination of employment, any amounts paid for "bank" time used in advance of the actual occurrence of any holiday(s) except birthdays, will be deducted from any termination pay due to the employee. This authorization form will further acknowledge that, if termination pay is not sufficient to reimburse the "bank," the employee will repay the Town any balance within thirty (30) days of termination.

E. All "banked" time that is unused by the end of the calendar year will be forfeited by the employee.

Section 9

The pay week shall run from Sunday through Saturday. Wages will be paid weekly through pay period ending December 25, 2004. Wages will be paid bi-weekly effective the pay period beginning December 26, 2004. If non-union employees revert to weekly payroll, Teamster members will also revert to weekly payroll.

ARTICLE 38
EXPENDITURE OF PUBLIC FUNDS

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

ARTICLE 39
CONSULTATION

Section 1

It is agreed and understood that the employment relationship is an appropriate matter for consultation between the parties. Consultation may be requested by either party in writing stating the reasons for the requested meeting and the proposed agenda or topic of consultation.

Section 2

A mutually agreeable meeting date shall be established provided that such date shall be within twenty (20) working days of receipt of the written notice. This time limit may be extended by agreement of the parties.

Section 3

At such meeting, the Union shall be entitled to have present not more than three (3) bargaining unit representatives, and the Town shall be entitled to have up to three (3) representatives, unless additional representatives for either or both parties are permitted by prior mutual agreement.

ARTICLE 40
DURATION

The provisions of this Agreement shall become effective April 1, 2009, when executed and in accordance with Article 38 (Expenditure of Public Funds) of this Agreement and shall continue and remain in full force and effect until its expiration on midnight on March 31, 2012. Notification to begin negotiations for a successor Agreement shall be mailed to the Town by the Union prior to September 1, 2011.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals by their duly authorized officers and representatives this 26 day of March, 2010.

TOWN OF MILFORD

TEAMSTERS LOCAL 633 OF NH