

**COLLECTIVE BARGAINING AGREEMENT**

**TOWN of BEDFORD**

**and**

**BEDFORD POLICE UNION**

*The State Employees Association of New Hampshire, Inc.,  
Service Employees International Union,  
Local 1984, Chapter 64*



*January 1, 2023 to December 31, 2025*

COLLECTIVE BARGAINING AGREEMENT  
TOWN OF BEDFORD AND BEDFORD POLICE UNION SEIU LOCAL 1984

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## PREAMBLE

This AGREEMENT made and entered into this, 7 April, 2023 by and between the BEDFORD TOWN COUNCIL, hereinafter referred to as the "Town," or "Employer" and the State Employees Association of New Hampshire, Inc., Service Employees International Union, Local 1984, Chapter 64, the BEDFORD POLICE UNION 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 Police Department employees as follows: all regular full-time uniformed patrol officers, detectives, sergeants, communications specialists, legal assistant, and clerks, but excluding all other employees of the Bedford Police Department including but not limited to the Chief, the Deputy Chief, Captains, Lieutenant(s), Prosecutor, and the Chief's Secretary.
- 1.2. Probationary employees, as defined by RSA 273-A:1, IX,(d), are also excluded until the completion of such probation.

## ARTICLE II

### Management 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 thereof, 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, evaluation, 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 periods to be determined by the Employer.

**ARTICLE III**  
**Employee 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.
- 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 Parties agrees that the Union and the Town will grant and uphold any and all rights enumerated pursuant to RSA 273-A in reference to collective bargaining and grievance procedures.
- 3.4. **Dues Deductions:**
  - 3.4.1. Union members shall have the right to have Union dues deducted from their regular pay checks.

- 3.4.2. The Town shall transmit monthly to the Treasurer of the Bedford Police Union the dues deducted during the past month together with a list of employees who had dues deducted and the date of such dues deductions.
- 3.4.3. The Town may require each member to sign a dues deduction authorization in such form as the Town may choose.
- 3.4.4. 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.
- 3.4.5. 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.
- 3.4.6. 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.

**3.5 Union Rights:**

- 3.5.1 The Town shall recognize the duly authorized officers and representatives of the Union as follows:
  - President
  - Vice-President
  - Secretary
  - Treasurer
  - Steward(s) 2
  - Negotiating Team (4 members)
- 3.5.2 The Union shall advise the Town within 30 days of this agreement of the names of the aforementioned officers and representatives of the Union in Section 1. The Union shall advise the Town within thirty (30) days of any changes in the aforementioned officers and/or representatives of the Union.
- 3.5.3 The Union officers and/or his/her designees as enumerated in Section One of this Article shall be permitted, when necessary, to conduct Union business between the Town and the Union including but not limited to grievances, negotiations, and consultations with the town, during their regularly scheduled shift with no loss of pay. This provision shall not be interpreted to mean all necessary Union/Town business must be conducted while any particular officer is on duty.
- 3.5.4 The Town shall provide the Union with a bulletin board at a mutually agreeable place for the posting of materials pertaining to Union business and Union activities. The Town shall have the right to remove materials it deems "offensive to individuals" that may see the materials. Provided, however, that the "offensive materials" shall not be defined to include official Union information regarding Union business and/or Union

activities. The Union shall have the right to grieve the removal of any materials from the bulletin board by the Town.

#### **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 Police Department of the Town of Bedford, or any other department of said Town.
- 4.2. The Union agrees that neither it, nor any of its officers or agents, will call, institute, authorize, participate in, sanction or ratify any of the activity set forth in Section 1. In the event of any activity set forth in Section I 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.
- 4.3. 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.
- 4.4. The Town agrees that neither it nor any of its officers 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 President of the State Employees' Association of NH, Inc. and a copy shall be delivered to the chapter president. Such a grievance may be initiated at Step II and any appeal therefrom shall be to Step III under 5.3.3. below or the Town may pursue a mutually agreeable mechanism with the union to resolve the conflict short of court or arbitration.

- 5.3.1 **Step One:** Any grievance shall be filed in writing with the Chief of Police within twenty-one (21) calendar days from the date of the act or omission which gave rise to the grievance, or from the date of the grievant's first knowledge thereof. Within twenty-one (21) calendar days, the Police Chief shall establish a hearing date at a time/date convenient for the parties to hold a hearing on the matter and issue a decision in writing within twenty-one (21) calendar days from the date of the close of the hearing.
- 5.3.2 **Step Two:** If the grievant is not satisfied with the decision of the Chief of Police, s/he may appeal that decision to the Town Manager in writing within twenty-one (21) calendar days of the date of receipt of the Chief's decision. Within twenty-one (21) calendar days, the Town Manager shall establish a hearing date at a time/date convenient for the parties to hold a hearing on the matter and render his/her decision in writing within twenty-one (21) calendar days of the date of the close of the hearing.
- 5.3.3 **Step Three :** If the grievant is not satisfied with the decision of the Town Manager, he/she may appeal that decision to arbitration by notifying the Town Manager of the appeal within twenty-one (21) 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, either party may file a demand for arbitration with the American Arbitration Association (AAA) within twenty-one (21) calendar days of the notice to the Town Manager. The parties agree to be bound by the AAA Labor Arbitration Rules, as amended, during the arbitration proceeding.

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 required 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 If the date for filing any document shall fall on a Saturday, Sunday or holiday, the filing date shall be extended to the next regular work day.

5.4 If the grievant 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 Police Department, 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 V-A**

##### **Discipline/Discharge**

5-A.1 No employee may be disciplined or terminated without just cause. The Town agrees to apply the principles of progressive discipline. Discipline will be imposed based on the seriousness of the offense, with consideration given to the employee's disciplinary record and years of service.

#### **ARTICLE VI**

##### **Hours of Work**

6.1 The hours of work shall be so established by the Chief of Police and the normal work week will consist of forty (40) hours per week. It is recognized by the parties to this Agreement that the Chief may assign special duties in addition to the normal work week of forty (40) hours, and that due to shift scheduling, a normal week may contain more or less than forty (40) hours.

##### **6.2 Work Schedules:**

6.2.1 The normal work week schedule for uniformed sworn patrol officers shall be four (4) eight and one half hour days followed by two (2) days of rest, except that under emergency conditions as defined in section 7.4., and during shift rotations, in order to properly fill shifts with existing personnel, days of rest may not be consecutive.



Uniformed sworn bargaining unit personnel assigned a special full time task, such as but not restricted to, prosecutor, Detective, School Resource Officer (SRO), Traffic Unit, Community Policing Unit, Department Training Coordinator (DTC), or other position as may be required and established by the Chief of Police, etc. at the discretion of the Chief can work five (5), eight (8) hour days followed by two (2) days of rest, except that under emergency conditions in order to properly fill shifts with existing personnel, days of rest may not be consecutive. Personnel assigned to such special full time tasks shall not occupy shift bidding slots set forth in 6.2.2.D and E below.

Non-uniformed sworn and unsworn personnel can work five (5), eight (8) hour days followed by two (2) days of rest. Except that under emergency conditions in order to properly fill shifts with existing personnel, days of rest may not be consecutive.

Communications Specialists shall work four (4), eight (8) and one half hour days followed by two (2) days of rest, except that under emergency conditions in order to properly fill shifts with existing personnel, days of rest may not be consecutive.

Patrol Sergeants shall work four (4), eight (8) and one half hour days followed by two (2) days of rest, except that under emergency conditions in order to properly fill shifts with existing personnel, days of rest may not be consecutive.

All personnel will work one (1) eight (8) hour day during each contract year, at the Chief's discretion, for training. Bargaining unit members shall be provided two (2) weeks' notice of such training assignment. The day shall be considered part of the normal work week when taken.

Additionally, all bargaining unit members shall be required to attend one (1) annual two (2) hour departmental meeting, at the Chief's discretion. Members shall be provided two (2) weeks' notice of such meeting. Members who are working during such departmental meeting shall be relieved of the obligation set forth in this paragraph.

No employee shall be required to or may work more than 17 consecutive hours in a duty status (including, but not limited to, details) followed by a minimum of 8-hours of rest except that during any emergency situation the Chief of Police and or Town of Bedford Emergency Management Director/Co-Director may require employees to remain in a duty status more than 17-consecutive hours.

#### 6.2.2 **Assignment of Shifts**

- a. Shifts will be chosen by seniority based on continuous time in grade in the Bedford Police Department. However, the Chief of Police may modify shift assignments for allegations of sexual or other harassment.
- b. Shifts will be for a duration of Twelve (12) weeks.

c. No one can choose the same shift more than two (2) consecutive times. Bargaining unit members shall be allowed to swap their chosen Twelve (12)-week shift assignment except that bargaining unit members with less than three (3) years seniority shall be required to work one (1) shift other than their regularly-worked Twelve (12)-week cycle during the course of the contract year, as personnel may permit.

d. For Patrol Officers, shift bidding slots shall begin and end at the following times of day:

<u>Shift</u>	<u>Begin</u>	<u>End</u>
Days	6:45 AM	3:15 PM
Evenings	2:45 PM	11:15 PM
Midnights	10:45 PM	7:15 AM

e. For Communications Specialists, shift bidding slots shall begin and end at the following times of day:

<u>Shift</u>	<u>Begin</u>	<u>End</u>
Days I	6:45 AM	3:15 PM
Days II	7:00 AM	3:30 PM
Swing Days	10:45 AM	19:15 PM
Evenings I	2:45 PM	11:15 PM
Evening II	3:00 PM	11:30 PM
Swing Eves	5:45 PM	2:15 AM
Midnights	10:45 PM	7:15 AM

f. For Patrol Sergeants, shift bidding slots shall begin and end at the following times of day:

<u>Shift</u>	<u>Begin</u>	<u>End</u>
Days	6:30 AM	3:00 PM
Evenings	2:30 PM	11:00 PM
Midnights	10:30 PM	7:00 AM

\*To accommodate scheduling to achieve patrol supervision coverage on midnights, one patrol SGT shift will include two (2) midnight and two (2) day shifts or two (2) midnight shifts and two (2) other shifts that are mutually agreed upon.

g. For Legal Assitant/Clerks, shifts shall begin and end at the following times of day:

<u>Shift</u>	<u>Begin</u>	<u>End</u>
Days (M-F)	8:00 AM	4:30 PM

6.2.3 The Chief of Police or his designee, due to a vacancy in any shift longer than a week, can eliminate a bidding slot from the rotation and reassign personnel. The reassignment will be based on seniority. In the event that the vacancy is due to a leave of absence, the returning employee shall fill the open shift until the next shift bid occurs.

- 6.2.4 Any reassignment of a shift(s) due to a vacancy, meaning a change in the member's days off during a bid shift rotational period must have a 14-calendar day notice beginning from the date of the proposed reassignment except in an emergency defined in 7.4.
- 6.2.5 The Chief of Police or his designee can reassign a member's existing shift for the purpose of maintaining adequate staffing due to a member calling in sick, as long as the existing days off remain the same for the duration of the shift.
- 6.2.6 Nothing in this agreement prohibits any shift changes or changes in work hours based on mutual agreement between the member and the Chief of Police or his/her designee.

## **ARTICLE VII**

### **Overtime**

- 7.1 Members of the unit shall be paid time and a half their regular rate of pay for all hours worked in excess of their scheduled work day. Sick time taken within sixteen (16) hours of the start of a shift shall not count as part of a scheduled 'work day' for overtime purposes.
- 7.2 Private detail time shall not count in computation of overtime pay.
- 7.3 For the purpose of computing overtime the workweek shall be considered to be Sunday through Saturday.
- 7.4 The Chief of Police, or his designee, may require employees to report for work immediately in emergency situations. Emergencies shall include, but not necessarily be limited to, unusual and unexpected circumstances requiring immediate response.
- 7.5 In all cases, filling of vacant shifts and private details, will first be offered to full time employees before they are offered to part time employees. Overtime will be posted as soon as practical, and will not be available to part time employees until it has remained unfilled for at least one half of the time between the date of posting and the date of the overtime. Overtime for which there is less than forty-eight (48) hours' notice, and internal Town details may be filled at the department's discretion. Internal Town of Bedford details are those details which are requested by another Town of Bedford Department or for a Town function, including, but not limited to the Department of Public Works, and Park and Recreation Departments, security at election polls, etc., however, all details on Town of Bedford property, or with Town of Bedford sponsorship are not necessarily internal town details.
- 7.6 In all cases where a unit employee is called back to work after having left the premises, and more than one (1) hour before his/her next scheduled return to duty, he/she shall be paid for a minimum of three (3) hours at the overtime rate for each such call back. If the call back is one (1) hour or less before his/her next scheduled return to duty, he/she shall be paid at the overtime rate for the time between the call back and the beginning of the shift.

- 7.7 An appearance in any in state Department related criminal or civil proceeding during an employee's off-duty hours shall be paid the difference between a four (4) hour minimum call back at the overtime rate and any fee paid to the employee by the court for appearance. Time shall be computed and paid on a portal to portal basis from the employee's home. Mileage reimbursement shall be paid to the employee at the then current I.R.S. rate on a portal to portal basis from the employee's home.
- 7.8 The Town agrees to provide transportation for employees authorized and assigned to official Department sanctioned training not occurring within the Town of Bedford. Whether an employee uses a Town vehicle or a personal vehicle, employees will be paid from when the employee reports for duty either at the Bedford Police Department or at the training site until the end of the official training workday (whether the workday ends at the training site or at the Bedford Police Department). Employees driving a personal vehicle to a training site shall be reimbursed for mileage at the current IRS rate. To the extent a training site is more than fifty (50) miles from the Bedford Police Department, the employee will be paid for their travel time from portal to portal based on the Bedford Police Department or the employee's home, whichever is closer to the training site. Meal expenses shall be reimbursed for employees remaining overnight on authorized travel based on the Federal Per Diem Rates.
- 7.9 The parties shall form a joint committee to study and make proposals regarding the equitable distribution of overtime within the Department.

**ARTICLE VIII**

**Holidays**

- 8.1 The following days shall be holidays with the Bedford Police Department:

New Year's Day	Labor Day
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Christmas Day
Fourth of July	(2) Personal Holidays

In order to qualify for holiday pay, employees who are off duty on the day of the holiday must have worked his/her last scheduled duty day prior to the holiday and the first scheduled duty day after the holiday, or have been absent on authorized leave on both of these days. Authorized leave for the purposes of this section is defined as any pre-approved and authorized absence including pre-approved and non-pre-approved (emergency) sick leave when such absence is accompanied and documented on an approved Department form used to document such absence.

- 8.2 Employees shall be compensated for holidays with an extra day's pay in their pay check for the pay week in which the holiday occurred. Employees who work a regular five (5) day schedule will receive the designated holiday off without loss of pay.

8.2.1 Holiday pay shall be equal to the employee's regular hourly rate of pay multiplied by eight-and-one-half (8.5), for all employees. Employees who work on one of the Holidays enumerated in Section 5.1 shall receive in addition to his/her regular pay, pay in the amount of time and one half for the hours worked on said holiday. 8.2.2 In the event that the observed holiday date differs from the actual calendar date, the calendar date shall be the holiday for purposes of this article.

**ARTICLE IX**  
**Vacations and Leave**

9.1. **Vacation Accrual:**

9.1.1 Vacation time shall accrue on a monthly basis, from last date of hire, according to schedules in 9.1.2. Vacation leave shall not carry-over from year to year unless the Town and the employee agree, but in no case shall it carry over for more than two (2) and one half (2 ½) years. Accounting for changes in vacation time by virtue of changes in this section shall occur within thirty (30) days of the date of execution of this contract.

9.1.2.a **Accrual Schedule:** (4/2 employees)

	Hours per	Hours per	
<u>Year of Service</u>	<u>Month</u>	<u>Year</u>	
1 <sup>st</sup> through 5 <sup>th</sup> year:	7.083		85
6 <sup>th</sup> through 10 <sup>th</sup> year:	10.625		127.5
11 <sup>th</sup> through 15 <sup>th</sup>	14.167		170
16 <sup>th</sup> through 20 <sup>th</sup>	17.708		212.5

9.1.2.b **Accrual Schedule:** For 5/2 employees)

	Hours per	Hours per	
<u>Year of Service</u>	<u>Month</u>	<u>Year</u>	
1 <sup>st</sup> through 5 <sup>th</sup> year:	6.667		80
6 <sup>th</sup> through 10 <sup>th</sup> year:	10.000		120
11 <sup>th</sup> through 15 <sup>th</sup>	13.333		160
16 <sup>th</sup> through 20 <sup>th</sup>	16.666		200

(The monthly accrual rate shall be effective on the first day of the applicable month..)

9.1.3 Employees shall be paid for all unused vacation days in the event of termination for any reason.

9.2 **Vacation Usage:**

9.2.1 Every employee shall be afforded the opportunity to receive two (2) consecutive weeks of vacation leave during each calendar year , if he/she so chooses.

- 9.2.2 Employees shall be allowed to use vacation time in increments of one (1) day, contingent upon the requirement that employees must take at least one (1) week as a block in each calendar year.
- 9.2.3 Employees agree to provide at least thirty (30) calendar days' notice for vacation requests of one (1) or more weeks duration computed from the first date of requested vacation. Employees agree to provide at least five (5) days' notice for vacation requests of one (1) workday or more in duration but less than one (1) week in duration.
- 9.2.4 Notification of approval or denial of leave requests of one (1) or more weeks duration shall occur as soon as possible, but in all cases within two (2) weeks. Notification of approval or denial of leave request-s of less than one (1) week duration shall occur as soon as practicable. Vacation leave requests shall not be unreasonably denied. Reasonable grounds for denial shall be limited to staffing requirements established by the Town and or emergency conditions as defined in Section 7.4.
- 9.2.5 Employees who were entitled to, but did not receive, any vacation time in the previous year shall receive first choice in the following year so that all accrued vacation time is exhausted. Vacations, except for those not receiving vacation time in the previous year, shall be chosen by seniority subject to the approval of the Chief, whose approval shall not be unreasonably withheld.
- 9.2.6 Applications for vacation may be filed at any time but to exercise seniority rights as stated above, applications for the upcoming twelve (12) months must be filed by February 1 .
- 9.2.7 Probationary employees shall earn but may not use vacation during their first six (6) months of employment, unless authorized by the Chief.
- 9.2.8 **Compensatory Time:**
- a. Compensatory time shall accrue at the rate of one-and-one-half hours for each hour worked;
  - b. Employees may elect to take 30 overtime hours as compensatory time off (45 comp time hours). Employees may request that additional overtime hours be treated as compensatory time, but such additional hours must be approved by the Police Chief or his designee. Employees may not accrue more than 84 hours at any time. Up to 40 comp hours may be carried over to the following year and shall count against the 84 hour cap.
  - c. (i) Requests to use Compensatory Time shall be administered in the same manner as vacation time usage in accordance with Article 9.2.3 and 9.2.4.  
  
(ii) Compensatory Time may be used in hourly increments, as pre-approved and authorized by a Watch Commander, Officer-in-Charge or Sergeant, when used with less than twenty-four (24) hour notice. Requests to use Compensatory

Time at the start of the member's assigned shift must be made not less than eight (8) hours prior to the start of the shift and must be pre-approved not less than eight (8) hours prior to the start of the shift except in exigent circumstances, which must be documented by the employee.

(iii) Compensatory Time may be used in hourly increments by an Officer-in-Charge or Sergeant when pre-approved and authorized by a Watch Commander, Patrol Division Commander, Detective Division Commander, Communications and Records Division Commander or Deputy Chief/Captain.

d. The Town shall not have a policy requiring the use of Compensatory Time within a certain period except as stated in 9.2.8 (b), above. Upon termination of employment for any reason, a bargaining unit member shall be paid for any unused Compensatory Time at the final regular rate of pay received by the member. However, the member may not accrue more than the compensatory time accrual allowed by state law. In the event that a member has accrued more than the applicable ceiling, such member shall be paid at an overtime rate for all hours worked in excess of compensatory time on their next regular designated payday.

e. The Town shall comply with the provisions of RSA 275:43 VII, as amended.

9.3 **Sick Leave**

9.3.1 **Entitlement:**

Every bargaining unit member shall be entitled to paid sick leave to be used on an as-needed basis for absences due to illness, injury or incapacity of the employee or a member of his / her immediate family. For the purposes of this section, immediate family is defined as spouse, dependent child or dependent mother, dependent father, dependent mother-in-law, dependent father-in-law, dependent sibling or dependent grandparent or dependent step-child. Dependent is defined for the purposes of this section as a person who resides with the employee.

9.3.2 **Sick Leave Accrual:**

Bargaining unit members shall accrue sick leave according to the schedule below.

Accrual Schedule – (4/2 employees)

<u>Yrs. of Service</u>	<u>Hrs. per Month/Yr.</u>	<u>Maximum Accrual</u>
0 to 5	8.5/102	280
6 to 10	8.5/102	400
11 or more	8.5/102	520

Accrual Schedule –(5/2 employees)

<u>Yrs. of Service</u>	<u>Hrs. per Month/Yr.</u>	<u>Maximum Accrual</u>
0 to 5	8/96	280
6 to 10	8/96	400
11 or more	8/96	520

Bargaining unit members have the ability to substitute sick days from the employee's sick time accrual account for vacation days at a ratio of 1:1 at any time subject to the same provisions for usage under Section 9.2.3 and 9.2.4. The employee who substitutes sick days for vacation may do so for up to forty (40) hours per year but must retain a minimum of forty (40) hours of sick time.

9.3.3 **Usage:**

In order to receive pay for a sick leave day, the bargaining unit member who is unable to report to work must notify the on-duty Watch Commander or in the event no Watch Commander is on duty the Officer-in-Charge not less than one-half (1/2) hour before the beginning of the shift to be missed unless he/she is physically unable to do so or unless the member is on pre-approved sick leave. If neither the Watch Commander nor the Officer-In-Charge can be reached, the employee providing notice of sick leave shall leave the information with dispatch. Sick leave usage by Sergeants and, Officers-in Charge must be approved by a Watch Commander or higher ranking officer .

Sick leave can only be used after accrued; except that, at the Chief of Police's discretion, a member may be advanced not more than three (3) sick days should the bargaining unit member or a member of his / her immediate family as defined in Section 9.3.1 suffer an unforeseen illness/injury/incapacity and the member has no sick leave or vacation leave available.

Probationary employees shall not be eligible to utilize sick leave, except as authorized by the Chief.

**Workers Compensation Supplement:** Members of the bargaining unit, may supplement their workers compensation pay with leave balances up to the employee's base pay. Leave balances must be used and exhausted in the following order:

1. Sick leave
2. Compensatory time
3. Vacation

9.3.4 **Rate of Pay:**

Sick leave shall be paid at the member's regular rate of pay.



**9.3.5 Medical Certification**

If a bargaining unit member takes more than three (3) consecutive days of sick leave, the Town may require the member to provide documentation from a licensed medical doctor or licensed physician's assistant bearing the signature of the licensed medical doctor or licensed physician's assistant certifying the member's illness/injury/incapacity for duty. If documentation from a licensed doctor or licensed physician's assistant is required for use of sick leave for more than three (3) consecutive days by the Town, the member shall submit to the Town certification from a licensed medical doctor or licensed physician's assistant that indicates the member is medically fit for and cleared and released to return to full-duty status not less than 24-hours prior to the member's scheduled return to duty.

**9.3.6 Sick Leave Pay-Out**

Bargaining unit members shall receive payment of the unused balance of their sick leave account upon termination (except a termination for just cause), voluntary separation, or retirement, according to the schedule below:

*Dollar Amount or Percentage on Termination (whichever is the lesser amount)*

<u>Years of Service</u>	<u>Separation</u>	<u>Retirement</u>
1 to 5	\$2,100 or 25%	\$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%

For the purposes of determining eligibility for payment, retirement shall be defined as: (1) retirement from Town service and meeting the eligibility requirements for the retirement system in which the member participates, or (2) voluntarily leaving Town service after having reached age 55 and completing twenty (20) years of continuous Town service.

**9.3.7 Sick Leave Re-Purchase by Employee**

Whenever a bargaining unit member has been separated from Town service by a reduction in force but is reinstated within two (2) years then the previously accumulated and unused balance of the member's sick leave account shall be returned to him / her so long as the member shall reimburse the Town for any Sick Leave Buyout paid to the member under Article 9.3.6, above, upon the occurrence of the reduction in force.

**9.3.8 Sick Bank:**

Bargaining unit members shall be allowed to utilize a sick bank, donating unused sick leave to other members lacking sufficient accrued sick leave to cover their absences due to sickness or injury. Before members may utilize the sick bank, they must exhaust their own

sick leave and all available vacation leave, except the member may keep two (2) weeks vacation leave (80 hours) on the books.

#### 9.4 **Other Leave**

- 9.4.1 **Military Leave:** Employees who are in the U.S. military reserves or National Guard and who are required to perform training field duty shall be paid by the Town the difference between their regular weekly pay and their military compensation, the total of which can equal no more than regular compensation, for up to eighty (80) hours per year. This provision does not apply to weekend drill.—Employees who are required to perform weekend drill shall not be eligible for overtime rate of pay during the week that weekend drill occurred unless the employee accrued 40-hours of regular duty excluding any detail hours in that same calendar week as weekend drill.
- 9.4.2 **Family and Medical Leave:** Family and Medical Leave without pay shall be authorized according to the FMLA and for a period not to exceed 12 weeks in a twelve month period.
- 9.4.3 At the beginning of leave other than Military Leave, any accrued sick or vacation time must be taken at the beginning of the term of the leave.
- 9.4.4 For a leave of absence in excess of twelve (12) weeks, vacation leave, and sick leave as well as holiday pay, clothing allowance, and educational incentive benefits shall cease at the beginning of the thirteenth (13<sup>th</sup>) week unless otherwise required under law or regulation.

The Town will continue paying its portion of insurance benefits during the twelve weeks of a FMLA or military leave of absence. Employees on an authorized leave of absence for other reasons may maintain their various insurance benefits by paying the applicable premium(s) to the Town.

- 9.4.5 **Leave of Absence:** An employee may be granted a leave of absence without pay by the Town Manager upon recommendation of the Chief of Police for a period not to exceed one (1) year. Upon termination of said leave, the employee shall be returned to duty without loss of pay, benefits, seniority or advantage provided that certified police officers must meet all certification requirements as set forth by the NH Police Standards and Training Council and is still qualified for the job. The decision of the Town as to the approval, denial, or extension of leaves of absence shall not be subject to the grievance procedure.
- 9.5.1 **Bereavement Leave:** An employee, upon notice to his/her commanding officer, will be given five (5) days of bereavement leave with full pay when a death occurs in the immediate family of the employee. Members of the immediate family are as follows: spouse, child and parent. The word “bereavement” means “a death occurring in the immediate family of an employee.”
- 9.5.2 An employee, upon notice to his/her commanding officer, will be given three (3) days of bereavement leave with full pay when a death occurs in the family of the employee.

Members of the family are as follows: sister, brother, step-father, step-mother, grandmother, grandfather, father-in-law, mother-in-law, step-son, step-daughter, niece or nephew and blood relative or ward residing in the same house.

9.5.3 Employees shall also be given one (1) day off for the funeral of an aunt, uncle, or a grandparent-in-law.

9.6 **Jury Duty:** Any bargaining unit member who is called to serve jury duty shall be compensated by the Town at a rate equal to the difference between any payment received for such jury duty and the amount of straight time earnings lost by reason of such service, based upon the employee's regular straight time rate of pay. Such payment by the Town shall be made upon satisfactory evidence of the amount of any payment received for jury duty. Any bargaining unit member who is called to serve jury duty shall not be required to work on any day on an hour for hour basis for such jury duty actually served.

## ARTICLE X

### Salaries

10.1.1 Effective the first day of the payroll period that includes July 1, 2023, salary ranges for bargaining unit personnel are set forth in Appendix A of the Collective Bargaining Agreement. Effective the first day of the payroll period that includes July 1, 2023, employees will be placed on the salary range as set forth in Appendix B.

10.2 **Annual Adjustments:** For 2024 and 2025, employees shall move to the next step in their applicable salary range according to the Salary Ranges in Appendix A on the first day of the payroll period that includes July 1st. On the first day of the pay period that includes July 1, 2024, the 2023 salary range will be adjusted by a cost of living adjustment of 1.5%, which is reflected in Appendix A. On the first day of the pay period that includes July 1, 2025, the 2024 salary range will be adjusted by a cost of living adjustment of 1.5%, which is reflected in Appendix A.

Those employees who have attained the maximum rate of pay, and are therefore ineligible to move a step in their salary range in any year of this Agreement, shall, for that year, receive a one-time lump sum bonus equivalent to 1% of their annualized base wages. This lump sum bonus will not be added to the employee's base wage.

10.3 Bargaining unit members shall receive their annual performance evaluations not later than their anniversary date. A member may grieve an evaluation under Article V of this Agreement; however a grievance of an evaluation shall not be eligible to proceed beyond Step 2, the Town Manager.

10.4 An employee without prior experience who successfully completes their probationary period shall advance to Step 2 on the wage scale upon completion of probation, except employees hired between April 1 and June 30 of any year will not advance to Step 2 on the wage scale until the July 1<sup>st</sup> of the calendar year in which they complete probation.

- 10.4.1 The Town reserves the right to place a newly hired employee on the wage scale. However, in no case shall a newly hired employee be placed on a step higher than they would have placed if his/her prior experience were gained in the Bedford Police Department. Upon successful completion of their probationary period, such employee will advance to the next step of the appropriate classification, except employees hired between April 1 and June 30 of any year will not advance to the next step on the wage scale until July 1st of the calendar year in which they complete probation.
- 10.5 New employees must complete the mandatory minimum period of employment recited in his/her initial rank prior to becoming eligible for promotion excepting as provided in Department Standard Operating Procedures which may allow at the discretion of the Chief of Police substitution of creditable law enforcement experience obtained outside the employment of the Bedford Police Department.
- 10.6.1 **Retirement:** All bargaining unit members shall participate in the New Hampshire Retirement System (NHRS).
- 10.6.2 Bargaining unit members and the Town shall contribute to the Retirement System at those rates established by the Trustees of the NHRS.
- 10.7 **Longevity:** In addition to all applicable compensation otherwise provided for in this Agreement, all bargaining unit employees shall be paid quarterly a longevity benefit for police service. Longevity will be \$100 annually for every completed year of service. For employees hired after January 1, 2009, payment will not be received until after the completion of the fifth year, however longevity shall accrue from the first day of service. Commencing with the effective date of this Agreement, the longevity benefit shall not exceed \$2,000 in any contract year for twenty (20) or more years of service, except for any employees who already have twenty (20) or more years of service as of the effective date of this Agreement. For those employees, the longevity benefit shall continue to accrue at the rate of \$100 for each additional year of service.

To the extent the Town increases the longevity benefit for non-union employees of the Town to exceed the longevity benefit provided to bargaining unit employees per this Section, this Section shall be automatically deemed amended to provide the bargaining unit members with a longevity benefit equal to the increased benefit provided to non-union employees of the Town.

- 10.8 **Educational Incentive:** Bargaining unit members shall receive an annual education-related incentive as outlined below after completion of one (1) calendar year of employment and continuing thereafter while continuously employed full-time:
- 10.8.1 The following schedule shall apply to extra compensation due any member of the unit an approved degree as per sections a-c.:

- a. Five hundred fifty dollars (\$500.00) per year for an Associate's Degree in criminal justice, Homeland Security, public administration, psychology,

business, sociology, or a job related field as determined and approved by the Chief of Police.

- b. One thousand dollars two hundred fifty (\$1,250.00) per year for a Bachelor's Degree in criminal justice, Homeland Security, public administration, accounting, psychology, business administration, sociology, or a job related field as determined and approved by the Chief of Police.
- c. One thousand seven hundred fifty (\$1,750.00) per year for a Master's Degree in criminal justice, Homeland Security, public administration, accounting, law, psychology, business administration, or a job related field of study approved by the Chief of Police.
- d. All payments shall be made quarterly and be subject to all appropriate deductions for withholding tax, retirement benefits, and the like.

10.8.2 The Town shall reimburse fifty percent (50%) of an employee's tuition and fees, subject to available funding, for up to two (2) courses per semester for a course of study leading to an approved Associates degree, approved Bachelor's degree, or approved Master's degree. A semester is defined as one academic term, and there shall be no more than two such academic terms in a calendar year. To be eligible for reimbursement, the employee must submit and execute a Town of Bedford Education Tuition Reimbursement Agreement (ETA) before August 1 of the year prior to taking any approved course(s) that shall document the number and approximate cost of course(s) he/she desires to take during the next calendar year; and (b) upon completion of each course of study, the member shall provide proof of achieving a grade of C+ or higher and suitable documentation/invoice(s) for all courses/fees. The employee shall be notified in writing by December 1<sup>st</sup> of the year the ETA was submitted of the courses tentatively approved for the next year. In the event that budget funds are not approved for this purpose, the employee shall be notified in writing as soon as practical.

10.8.3 The Parties agree that it is in the best interest of all concerned for employees to pursue educational opportunities in work-related areas. To that end, the Town agrees to provide flexibility in schedules, contingent upon availability of staffing as determined by the Chief of Police or designee, for employees who wish to pursue such educational opportunities to the extent that such flexibility does not inhibit the ability of the department to fulfill its mission. The Union agrees that flexibility in schedules which requires the changing of the shift to be worked by another employee shall not be required without the prior agreement of that employee. Denial of scheduling flexibility under this section shall be accompanied by a written explanation of the basis for denial, if so requested by the employee seeking the educational opportunity.

10.8.4. Courses of study eligible for compensation or reimbursement under this section are those majors which are deemed appropriate to the duties, responsibilities, assigned work plan, or position description of the employee's current position or promotional position. The Chief of Police or his/her designee must approve each course of study and degree program to be eligible for tuition reimbursement which is not subject to the grievance procedure.

10.8.5 Bargaining unit members who attend voluntary training or higher education courses at the Town's expense shall be required to complete a minimum of three (3) consecutive years of full-time service to the Town, commencing upon the completion of the course(s). Members who voluntarily leave the Town's employ prior to completing three (3) years of consecutive service shall be required to reimburse the Town for such training and / or higher education expenses on a pro-rata basis except that any line of duty illness or injury that interrupts the required three (3) years of consecutive service shall be exempt from the reimbursement requirement in this section. The amount of reimbursement shall not exceed \$5,000.00. The Town and the member shall execute an education tuition agreement (Appendix C) before August 1 of the year preceding any approved course of study for which the Town is contributing funds.

10.9 **Temporary Service Out of Rank (TSOR):** If at any time a supervisor (rank of sergeant or above) is not on duty, the Chief of Police or his/her designee, shall designate an acting supervisor. Said acting supervisor shall receive a temporary service out of rank (TSOR) premium for all hours worked as acting supervisor equal to the pay of Sergeant at Step 1 on the current wage matrix. Designated acting supervisors must work as acting supervisor for at least two (2) hours to be eligible to receive TSOR premium pay. All TSOR premium pay must be pre-approved by the Patrol Division Commander or Deputy Chief/Captain.

10.10 **Testing and Appointment Process**

- A. Master Patrol Officer (MPO): Employees who are eligible to apply for advancement to MPO and have successfully passed a written examination administered by the Bedford Police Department for the position shall be placed on the wage schedule on the MPO step on the wage scale. No employee is eligible to move to the MPO step unless they have successfully completed the Department's MPO advancement process.
- B. Field Training Officer (FTO): Employees who are eligible to apply for advancement to FTO and have successfully passed written and oral examinations administered by the Bedford Police Department for the position shall, upon appointment/assignment as an FTO, be placed on the FTO lane of the wage schedule on the first step that ensures the employee earns no less than the wage they earned prior to advancement.
- C. Detective: Employees who are eligible to apply for advancement to Detective (DET) and have successfully passed written and oral examinations administered by the Bedford Police Department for the position shall, upon appointment as a Detective, be placed on the DET lane of the wage schedule at the first step that ensures the employee earns no less than the wage they earned prior to advancement.
- D. School Resource Officer (SRO): Employees who are eligible to apply for advancement to SRO and have successfully passed a written examination administered by the Bedford Police Department and who successfully passed an oral examination administered by the Bedford Police Department and Bedford School District for the position shall, upon appointment as an SRO, be placed on FTO lane of the wage schedule on the first step that ensures the employee earns no less than the wage they earned prior to advancement.

**ARTICLE XI**  
**Private Details**

- 11.1 Effective with the signing of this Agreement, the rate of pay for all private details shall be the member's overtime rate or forty seven (\$47.00)per hour, whichever is greater, to a maximum of fifty five (\$55.00) per hour. During subsequent years of the Agreement, the rates shall increase by one dollar (\$1.00) per hour.
- 11.2 Details will be a minimum of four (4) hours for each private detail and three (3) hours for any Town or school detail. Members shall be paid a minimum of two (2) hours for any detail which is canceled with less than two (2) hours' notice from the contracted start time of the detail for any reason other than weather related causes or one (1) hours' notice from the contracted starting time of the detail if cancellation is weather related. Private details shall be offered on an equitable basis to qualified bargaining unit members who desire the work. The Town shall retain the authority to suspend any employee from detail work at its discretion for just cause.
- 11.3 The Town may charge the users of private detail officers such additional amounts as it deems necessary to offset bookkeeping and other costs, provided that such additional charges shall be over and above the overtime rate as stated above which will be paid to the employee. Private detail compensation shall be subject to all normally required deductions.
- 11.4 For the purposes of this article, "private detail" shall mean any detail which is chargeable to a third party which is not affiliated with or otherwise a part of the corporation of the Town of Bedford, New Hampshire.
- 11.5 In the event that the Chief of Police or his/her designee and the Public Works Director agree that a Bedford Police Officer on detail is required for a Town of Bedford road construction project, such required detail shall be filled following the existing practice of filling such openings pursuant to the procedure established by General Order 95003, dated April 6, 1995 or as amended.
- 11.6 When working any construction or road detail, an employee shall be permitted to wear a uniform to be selected and approved by the Chief of Police. The Chief will meet and confer with the union prior to making any changes in the detail uniform.

**ARTICLE XII**  
**Insurance**

- 12.1.1 The following changes to the existing insurance benefit shall take effect during the first pay period following the ratification of this contract:

a. Co-Payments

Effective the first of the month following ratification of this Agreement, the co-payment structure for the two health insurance plans shall be as follows:

1. Access Blue MTB20IPDED: office co-payments will increase from \$10 to \$20; prescription drug benefit co-payments will increase from \$10/\$20/M\$30 to Retail \$10/\$25/\$40 - Mail \$10/\$40/\$70.
2. Blue Choice BC2T20IPDED: office co-payments will increase from \$10 to \$20; prescription drug benefit co-payments will increase from \$10/\$20/M\$30 to Retail \$10/\$25/\$40 – Mail \$10/\$40/\$70.

b. Contribution Rates

Effective the first of the pay period following ratification of this Agreement, the member contribution rates for the two insurance plans shall be as follows:

1. Access Blue HMO: five percent (5%) for all coverage levels (S, 2, F)
2. Blue Choice: ten percent (10%) for all coverage levels (S, 2, F)

In the event the parties have not reached an agreement on a successor agreement by December 31, 2025, then the actual dollar contribution being made by bargaining unit members towards the monthly cost of their health insurance premium shall be frozen at that amount then being paid by the member on December 31, 2025, until such time as the parties have successfully concluded such bargaining on a successor agreement.

The only exception to this freeze shall be for an employee changing health insurance plans or coverage (single / 2 person / family); in such instances, the employee changing plans or coverage shall be responsible for paying the applicable frozen monthly contribution in effect on December 31, 2025, for the selected plan / coverage. Changes in coverage shall only occur if an employee experiences a qualifying event or if changed during the open enrollment period established by the plan provider.

To the extent either of the health insurance plans identified in this article are eliminated by the Town's health insurance provider during the term of the Agreement, the parties agree to reopen the contract solely to address the necessary change in health insurance.

- 12.1.2 The parties are agreed that the new insurance premium payments shall not have an adverse impact upon the earnings of any bargaining unit member(s) during the term of the contract; therefore, any bargaining unit member(s) whose increase in compensation (as reflected by the new compensation rates set forth in Appendix B, and as they may be further adjusted in later contract years) does not offset the increase in insurance premium payment(s) required in Article 12.1.1(b), above, shall have such increase in insurance premium payment(s) phased in so that he / she shall not earn a base income, net of insurance co-payments, that is reduced below the level(s) received in 2004.



- 12.1.3 Bargaining unit members who notify the town that they do not wish to have coverage under the Town provided health insurance plan, and who provide proof of alternative health insurance coverage, shall receive a health insurance “buy-back” as set forth herein.

The “buy back” shall be paid according to the following scale:

0-5 bargaining unit members: employees shall receive \$1,560/yr

6 bargaining unit members: employees shall receive twenty-five percent (25%) of the Town’s share of the cost of coverage

7+ bargaining unit members: employees shall receive thirty-five percent (35%) of the Town’s share of the cost of coverage

Such payments shall be made quarterly during the last payroll period of the quarter (March, June, September and December) and shall be retrospective (January through March paid in March, April through June paid in June, etc).

For six or more bargaining unit members, the percentage rate shall be based upon the Town’s share of the premium for the Access Blue HMO plan, or its equivalent, for the calendar quarter most recently completed and for the coverage the employee was otherwise eligible to receive (2-person or family coverage).

Such payment shall be made for any portion of the quarter the bargaining unit member has not received the town-provided health insurance benefit.

Such payment shall be made to the employee by separate check (apart from the regular payroll check) with regular income, FICA and Medicare taxes withheld).

- 12.1.4 Ratification of this contract shall be treated as a change of life episode, and bargaining unit members shall be allowed to change insurance plans if they so desire.

- 12.1.5 In the event that an employee suffers a fatal accident or is killed while on duty, his/her spouse and/or eligible dependent children shall continue to have the full medical insurance protection outlined in this Article provided by the Town. This provision becomes null and void in the event that the widowed spouse re-marries, or as of the earliest date that the officer would otherwise have been eligible to begin collecting full retirement benefits under RSA 100-A, as amended, or within six (6) months of the date of the employee’s death, whichever occurs first. The provision shall be interpreted narrowly and shall not cover heart attacks or other ailments suffered while on duty.

- 12.2 Nothing in this Article shall prevent the Town from contracting for insurance from alternative carriers, except that any new insurance carrier shall provide coverage which is comparable to the coverage presently in force.

- 12.3 **Life Insurance:** All full-time members of the bargaining unit shall be covered by a group term life insurance benefit equal to one times the employee's annual base salary, with an accidental death and dismemberment rider (double indemnity in the case of accidental death), the cost of which shall be paid for one hundred percent (100%) by the Town. It is agreed by the parties that the Town shall have the sole right to determine which company provides such life insurance.
- 12.4 **Dental Insurance:** Bargaining unit employees shall receive the same dental insurance as other Town employees, and bargaining unit members shall pay ten percent (10%) of the monthly premium billed to the Town for such insurance.
- 12.5 **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, provided that the plan coverage is no less than the current limits.
- 12.6 **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, provided that the plan coverage is no less than the current limits.

## **ARTICLE XIII**

### **Miscellaneous**

- 13.1.1 **Clothing Allowance:** The clothing allowance for sworn officers and communications specialists of the Bedford Police Department bargaining unit shall be:

Sworn Personnel shall receive \$1,100 in each contract year.

Communication specialists shall receive \$600 in each contract year.

Any Town issued equipment shall be returned to the Town upon separation from employment.

- 13.1.2 Such sum shall be paid to each bargaining unit employee on or about April 1<sup>st</sup> of each year by separate check subject to all applicable payroll taxes and withholdings, under the following conditions:
- 13.1.3 (a) Upon initial assignment, officers who volunteer and or are assigned to motorcycle patrol will be provided two (2) approved motorcycle uniform trousers, one (1) helmet and one (1) pair of motorcycle boots shall be provided on an as needed basis. The cost of the boots and pants shall not exceed one thousand dollars (\$1,000.00) total. Replacement of motorcycle uniform trousers, helmet and boots shall be provided by the Town upon receipt

of the unusable article to the Patrol Division Commander and upon approval by the Patrol Division Commander.

(b) Upon initial assignment and for each calendar year thereafter while in the approved assignment, officers who volunteer and are assigned to bicycle patrol shall receive an additional clothing allowance of four hundred (\$400) dollars.

- 13.2. Town will extend payroll deduction for savings, investment, and Christmas clubs, or similar accounts, and direct deposit of earnings upon authorization of the employee.
- 13.3. **Union Convention:** The Town shall provide, without loss of pay or benefits, two days off per year for two unit employees to attend the Annual Convention of the State Employees' Association of New Hampshire, Inc.
- 13.4. **Drug Testing Policy:** There shall be established a drug testing policy. Said policy shall be administered in accordance with Appendix D.
- 13.5. **Ballistic Vests:** The Town shall provide Level IIIA ballistic vests with a heavy duty trauma plate and an extra carrier for bargaining unit members. The vests must be worn by bargaining unit members when they are on uniformed duty in conformance with the U.S. Department of Justice Ballistic Vest Program under which funds are received by the Town to purchase said vests and to ensure the member is eligible for any payments from the U.S. Department of Justice for an on-duty death. The wearing of a ballistic vest by the detectives, officers in court attire, and similar duties as approved by the Chief of Police or h/her designee shall be at the discretion of the officer except that the provisions of the U.S. Department of Justice Ballistic Vest Program must be met. Ballistic vests shall be replaced as necessary due to deterioration or pursuant to the manufacturer's recommendation/schedule.

At the member's option and with the approval of the Chief of Police or designee, the member may opt to purchase a vest other than the model selected by the Town. The member's selected model must be at least a Level IIIa. similar quality. In that instance, the Town shall reimburse the member for the cost of the vest, not to exceed the cost to the Town of the Level IIIA bulletproof vest approved by the Town.. If the member leaves the Town's employ for any reason and desires to take the vest with him/her, then the member must reimburse the Town a pro-rated share of its cost in the vest (calculated over a five-year period).

- 13.6. **Specialized Training:** Employees who accept opportunities to receive specialized training that costs the Town \$1,500 or more (taking into account the cost of tuition and reimbursable travel costs (i.e., travel, lodging, meals, and incidental expenses)) shall repay the Town for the cost of the specialized training if they voluntarily leave employment with the Town within one (1) year of receiving the training. The Town will forgive 1/12 of the cost of the specialized training for each month the employee is employed by the Town after receiving the training. Employees shall be notified of the calculated cost of a specialized training before accepting the opportunity and, if this provision is triggered, shall be required to sign

a separate agreement acknowledging the repayment obligation and authorizing the Town to deduct any owed amount from their final pay.

#### **ARTICLE XIV**

##### **Stability of Agreement**

- 14.1. **Separability:** 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 will not be deemed valid and subsisting, except to the extent permitted by law; provided, however, that all other provisions of the Agreement and application thereof shall continue in full force and effect.
- 14.2 **Entire Agreement:** The Parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the Parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Town and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter 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.

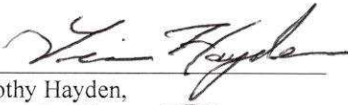
#### **ARTICLE XV**

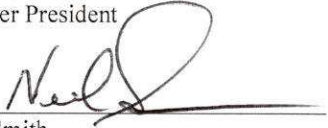
##### **Duration of Agreement**

- 15.1. This Agreement shall be in full force and effect through midnight, December 31, 2025 or until replaced by a successor agreement, whichever is later.
- 15.2. Either party may initiate negotiations for a successor agreement if proper notice is filed by either party to the other under RSA 273-A .

IN WITNESS WHEREOF the parties have hereunto set their hands and seals this 7  
day of April 2023:

**BEDFORD POLICE UNION:**

  
\_\_\_\_\_  
Timothy Hayden,  
Chapter President

  
\_\_\_\_\_  
Neil Smith  
S.E.A Negotiator / Field Representative

\_\_\_\_\_  
Unit Representative

**TOWN OF BEDFORD:**

  
\_\_\_\_\_  
Rick Sawyer  
Town Manager

## Appendix A: Salary Schedule

<b>Town of Bedford - Police Union Wage System 2023</b>									
Job Title	1	2	3	4	5	6	7	MPO	
<b>Patrol Officer</b>	\$ 26.95	27.89	28.87	30.18	31.49	32.80	34.12	35.32	
	\$ 56,056.00	58,017.96	60,048.59	62,774.40	65,499.20	68,224.00	70,969.60	73,458.45	
<b>Field Training Officer FTO, SRO</b>	\$ 36.38	37.65	38.97	40.33					
	\$ 75,662.21	78,310.38	81,051.25	83,888.04					
<b>Detective</b>	\$ 36.92	38.21	39.55	40.94					
	\$ 76,797.14	79,485.04	82,267.02	85,146.36					
<b>Sergeant</b>	\$ 41.54	42.99	44.50	46.06					
	\$ 86,404.68	89,428.85	92,558.86	95,798.42					
<b>Comms Specialist</b>	\$ 24.13	24.97	25.85	26.75	27.69				
	\$ 50,190.40	51,947.06	53,765.21	55,646.99	57,594.64				
<b>Comms Training Officer</b>	\$ 28.52	29.52	30.55	31.62					
	\$ 59,322.48	61,398.76	63,547.72	65,771.89					
<b>Lead Comms Specialist</b>	\$ 31.80	32.91	34.06	35.26					
	\$ 66,144.00	68,459.04	70,855.11	73,335.04					
<b>Records Clerk</b>	\$ 23.31	24.13	24.97	25.84	26.75				
	\$ 48,484.80	50,181.77	51,938.13	53,755.96	55,637.42				
<b>Legal Assistant (was Prosecutors Secretary)</b>	\$ 24.50	25.36	26.25	27.16	28.11				
	\$ 50,960.00	52,743.60	54,589.63	56,500.26	58,477.77				

<b>Town of Bedford - Police Union Wage System 2024</b>									
Job Title	1	2	3	4	5	6	7	MPO	
<b>Patrol Officer</b>	\$ 27.35	28.31	29.30	30.63	31.96	33.29	34.63	35.85	
	\$ 56,896.84	58,888.23	60,949.32	63,716.02	66,481.69	69,247.36	72,034.14	74,560.33	
<b>Field Training Officer FTO, SRO</b>	\$ 36.92	38.21	39.55	40.94					
	\$ 76,797.14	79,485.04	82,267.02	85,146.36					
<b>Detective</b>	\$ 37.48	38.79	40.14	41.55					
	\$ 77,949.10	80,677.32	83,501.02	86,423.56					
<b>Sergeant</b>	\$ 42.16	43.64	45.17	46.75					
	\$ 87,700.75	90,770.28	93,947.24	97,235.39					
<b>Comms Specialist</b>	\$ 24.49	25.35	26.24	27.15	28.11				
	\$ 50,943.26	52,726.27	54,571.69	56,481.70	58,458.56				
<b>Comms Training Officer</b>	\$ 28.95	29.96	31.01	32.10					
	\$ 60,212.31	62,319.75	64,500.94	66,758.47					
<b>Lead Comms Specialist</b>	\$ 32.28	33.41	34.58	35.79					
	\$ 67,136.16	69,485.93	71,917.93	74,435.06					
<b>Records Clerk</b>	\$ 23.66	24.49	25.34	26.23	27.15				
	\$ 49,212.07	50,934.49	52,717.20	54,562.30	56,471.98				
<b>Legal Assistant (was Prosecutors Secretary)</b>	\$ 24.87	25.74	26.64	27.57	28.54				
	\$ 51,724.40	53,534.75	55,408.47	57,347.77	59,354.94				



Town of Bedford - Police Union Wage System 2025								
Job Title	1	2	3	4	5	6	7	MPO
Patrol Officer	\$ 27.76	28.74	29.74	31.09	32.44	33.79	35.15	36.38
	\$ 57,750.29	59,771.55	61,863.56	64,671.76	67,478.91	70,286.07	73,114.66	75,678.73
Field Training Officer FTO, SRO	\$ 37.48	38.79	40.14	41.55				
	\$ 77,949.10	80,677.32	83,501.02	86,423.56				
Detective	\$ 38.04	39.37	40.75	42.17				
	\$ 79,118.33	81,887.47	84,753.54	87,719.91				
Sergeant	\$ 42.80	44.29	45.84	47.45				
	\$ 89,016.26	92,131.83	95,356.45	98,693.92				
Comms Specialist	\$ 24.86	25.73	26.63	27.56	28.53			
	\$ 51,707.40	53,517.16	55,390.26	57,328.92	59,335.44			
Comms Training Officer	\$ 29.38	30.41	31.48	32.58				
	\$ 61,115.50	63,254.54	65,468.45	67,759.85				
Lead Comms Specialist	\$ 32.76	33.91	35.09	36.32				
	\$ 68,143.20	70,528.21	72,996.70	75,551.59				
Records Clerk	\$ 24.01	24.86	25.72	26.63	27.56			
	\$ 49,950.25	51,698.51	53,507.96	55,380.74	57,319.06			
Legal Assistant <i>(was Prosecutors Secretary)</i>	\$ 25.24	26.12	27.04	27.98	28.96			
	\$ 52,500.27	54,337.78	56,239.60	58,207.98	60,245.26			

**Appendix B:**  
**Initial Placement**



		1/1-6/30 1% COLA	7/1/2023 Step Up on Scale	
2022 - CURRENT (EOY)			2023 Step	
Employee	Job Title Code For Forr	Base Wage	New Step	New Wage
CHAMPAGNE	DET	\$ 34.58	2	\$ 38.21
CORRIDAN	DET	\$ 34.58	2	\$ 38.21
KITCHEN	DET	\$ 34.58	2	\$ 38.21
MCMILLEN	DET	\$ 34.58	2	\$ 38.21
SUTTER	DET	\$ 34.58	2	\$ 38.21
GRAY	FTO/SRO	\$ 34.58	2	\$ 37.65
KRAUSE	FTO/SRO	\$ 34.58	2	\$ 37.65
FOX	LEGAL ASSISTANT	\$ 25.43	3	\$ 26.25
BROUILLETT	COMM	\$ 22.20	2	\$ 24.97
MAZZAGLIA	COMM	\$ 22.20	2	\$ 24.97
RACINE	COMM	\$ 21.44	2	\$ 24.97
ROBERGE	COMM	\$ 23.78	2	\$ 24.97
UMENHOFER	COMM	\$ 26.36	5	\$ 27.69
BYRON	CTO	\$ 26.24	2	\$ 29.52
DAVIS	CTO	\$ 23.66	2	\$ 29.52
HIGGINS	CTO	\$ 26.24	2	\$ 29.52
MALLEY	LEAD COMMS SPECIALI	\$ 30.02	2	\$ 32.91
GARDNER	FTO/SRO	\$ 34.58	2	\$ 37.65
CATANO	RECLRK	\$ 23.71	3	\$ 24.97
KENNEDY	FTO/SRO	\$ 34.58	2	\$ 37.65
MANSFIELD	FTO/SRO	\$ 34.58	2	\$ 37.65
PROULX	FTO/SRO	\$ 34.58	2	\$ 37.65
Vacant	FTO/SRO	\$ 34.58	2	\$ 37.65
DREW	MPO	\$ 34.58	MAX	\$ 35.32
DUPUIS	MPO	\$ 34.58	MAX	\$ 35.32
FIorentino	MPO	\$ 34.58	MAX	\$ 35.32
SSONKO	MPO	\$ 34.58	MAX	\$ 35.32
WILHELMY	MPO	\$ 34.58	MAX	\$ 35.32
BELLEMORE	PATR	\$ 26.65	2	\$ 27.89
BURT	PATR	\$ 27.58	3	\$ 28.87
DOHERTY	PATR	\$ 27.58	3	\$ 28.87
FLATHERS	PATR	\$ 26.65	2	\$ 27.89
HAYDEN	PATR	\$ 27.58	3	\$ 28.87
HEIKKILA	PATR	\$ 28.54	4	\$ 30.18
LOUD	PATR	\$ 33.90	MAX	\$ 34.12
MCDONALD	PATR	\$ 26.65	2	\$ 27.89
PALMARIELLO	PATR	\$ 28.54	4	\$ 30.18
Vacant	PATR	\$ 25.74	2	\$ 27.89
Vacant	PATR	\$ 28.54	4	\$ 30.18
Vacant	PATR	\$ 25.74	2	\$ 27.89
CHERWIN	SGT	\$ 36.58	2	\$ 42.99
LAVOIE	SGT	\$ 38.58	2	\$ 42.99
NIGHTINGALE	SGT	\$ 37.57	2	\$ 42.99
NORRIS	SGT	\$ 37.57	2	\$ 42.99
SWIADAS	SGT	\$ 38.58	2	\$ 42.99

**Appendix C:**

**Educational Tuition Agreement**



**TOWN OF BEDFORD** New Hampshire

**Educational Tuition Agreement**

AGREEMENT dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and through the Town of Bedford, NH (hereinafter referred to as the "Town") and, \_\_\_\_\_, (hereinafter referred to as the "Recipient").

The Town and the Recipient do hereby mutually agree as follows:

1. The Town shall reimburse the Recipient the sum of \$\_\_\_\_\_ upon completion of the following course(s): \_\_\_\_\_. Said course(s) is/are being offered by \_\_\_\_\_. The course(s) shall commence on \_\_\_\_\_ and will conclude on \_\_\_\_\_.
2. The Recipient shall complete and achieve a passing grade in each course named in paragraph 1 or a grade otherwise indicated in the recipient's union contract, if applicable.
3. Should the Recipient fail to complete and achieve a passing grade, as defined in paragraph 2, in the course(s) named in paragraph 1, the Recipient shall not be eligible for the reimbursement set forth in paragraph 1, provided, however, that if more than one course is named, the reimbursement amount paid by the Town shall be calculated on a pro-rata basis.
4. Upon satisfactory completion of the course(s) named in paragraph 1, the Recipient shall continue in the employ of the Town in his/her current position (or in such other position, to which he/she may be assigned) for a minimum period of 1 year.
5. Should the Recipient breach any of the conditions set forth in paragraph in 4, the Recipient shall pay to the Town a sum equal to all monies previously paid by the Town for the Recipient pursuant to this Agreement, provided, however, that the Recipient shall receive



**TOWN OF BEDFORD** New Hampshire

**Educational Tuition Agreement  
Page 2 of 2**

- 6. credit for each month in which he/she is employed by the Town subsequent to the date upon which the named course(s) are satisfactorily completed, the value of said credit to be calculated on a pro-rata basis.
- 7. The Recipient shall not raise any set off or counterclaim against the Town in any action brought by the Town to collect any amount due under this Agreement.
- 8. Should any amount be found to be due the Town in any action brought against the Recipient pursuant to this Agreement, the Town shall, in addition to said amount, be entitled to an award of costs and a reasonable amount in attorneys' fees.

**TOWN OF BEDFORD, NH**

IN WITNESS WHEREOF the representatives of the Town, in his/her official capacity only, and without personal liability, and the Recipient, have hereunto set their hand on the date first above written.

RECIPIENT

THE TOWN OF BEDFORD, NH

\_\_\_\_\_

BY: \_\_\_\_\_

## Appendix D:

### Drug Testing Policy

#### *Drug Testing Policy*

The Town of Bedford Police Department (BPD) is committed to maintaining safe working conditions for its employees and a safe environment for the public it serves. Accordingly, with the foregoing concerns in mind, the parties have agreed that all employees covered by the terms of this Agreement shall be subject to periodic testing for illegal drugs. The drug testing procedure set forth below incorporates employee protections during specimen collection and laboratory testing to protect the innocent.

The purpose of this revision is to insure the integrity, confidence and public trust of the members of the Bedford Police Department (hereinafter referred to as "Department") as the illegal use of controlled substances by any of its employees may adversely affect the performance of the Department's mission and create a danger to public safety as well as expose the Department to civil liability, jeopardize criminal investigations and prosecutions, lead to corruption of employees and undermine public confidence.

#### 1. PERIODIC TESTING:

The Town may require each bargaining unit employee to submit to an unannounced random test for the presence of illegal drugs once each year. Unannounced random tests will involve not more than 30% of the total number of bargaining unit employees in a calendar year defined as from January 1 to December 31 and shall be selected randomly from the total number of bargaining unit employees. Tests shall not be scheduled for holidays or previously scheduled vacations. An employee selected for random testing, and the employee's first-line supervisor, will be notified the same day the test is scheduled. The supervisor will explain to the employee that the employee is under no suspicion of taking drugs and that the employee's name was selected randomly. Employees selected for random drug testing, but who are absent from duty on the day of testing may obtain a deferral from testing for that test period, only if the employee's first line supervisor and second line supervisor concur that a compelling need necessitates a deferral. An employee whose random drug test is deferred may be subject to an unannounced test within the following 90-days. All reasons for deferrals will be documented in writing to the Office of the Chief of Police. Deferrals may be justified for good cause. Good cause shall be an illness or injury documented by a doctor's certificate attesting to the illness or injury.

#### REASONABLE SUSPICION TESTING:

The Town may require each bargaining unit employee to submit to an unannounced reasonable suspicion test for the presence of illegal drugs at any time based upon the following criteria:

- a. Observable phenomena, such as direct observation of illegal drug use or possession and/or the physical symptoms of being under the influence of a drug.
- b. A pattern of abnormal conduct or erratic behavior.

c. Arrest or conviction for a drug related offense, or the identification of an employee as the focus of a criminal investigation into illegal drug possession, use or trafficking.

d. Information provided either by a reliable and credible source(s) and or sources that are independently corroborated.

Reasonable suspicion drug tests must be based upon articulable information and observations and must be more than mere “hunches” and shall not be used to randomly target an employee subject to any other pending or resolved disciplinary action.

If an employee is suspected of using illegal drugs, the employee having such information shall notify the employee’s Division Commander (Patrol Division Lieutenant, Detective Division Lieutenant, Communications/Records Division Lieutenant). The employee’s Division Commander shall consult with the Captain of Police who must concur, after a thorough review of the information and facts, that a reasonable basis exists to suspect the employee has or is illegally using a controlled substance.

Upon concurrence by the Captain of Police, the Chief of Police will be presented with all the facts and information concerning the allegation an employee is illegally using a controlled substance. The Chief of Police must concur with the Captain and the employee’s Division Commander that a reasonable basis exists to suspect the employee has or is illegally using a controlled substance. The Captain of Police will prepare a written report to include the information, facts and circumstances which formed the basis of determining that reasonable suspicion existed to warrant a reasonable suspicion drug test after which the employee will be required to submit to a drug test.

In the event a bargaining unit member is involved in a line of duty event which places him/her in a position to ingest a substance to be tested, and such test is positive, a new sample shall be supplied and retesting shall be done at the Town’s expense.

The Town will bear all costs associated with this test. Employees will not be required to submit to testing during off duty hours and will be paid for time spent submitting to the test. Any employee who has a confirmed positive test shall not be disciplined and/or discharged as a result of the first positive test. Such employee will be encouraged to participate in a drug awareness or treatment program and shall submit to a second drug test within thirty (30) days of the first positive test. Such second testing within the thirty (30) days shall be without prior notification required and the cost shall be borne by the Town. The employee’s test shall not be performed on off duty hours and the employee shall be paid for all time spent submitting to the test.

If the employee has a second confirmed positive test result within the thirty (30) day time period, the employee shall be discharged.

The cost of any rehabilitation or treatment shall be covered to the extent provided for by the employee’s health and welfare plan as provided for under the terms of this Agreement.

Any employee who has a confirmed positive test within two years of the initial confirmed positive test date shall be discharged.

## 2. USE OF MEDICATION AND CONSENT TO TESTING:

If requested, the employee will sign a consent form authorizing the collection site to collect the urine specimens and release the results of the laboratory testing to the Town's Medical Review Officer (MRO), but shall not be required to waive any claim or cause of action under the law.

A copy of the form shall be sent by the collection site representative to the MRO, but shall not be sent to or the information contained therein disclosed to the Town. The Medical Review Officer may require the employee to provide evidence that a prescription medication has been lawfully prescribed by a physician.

## 3. REFUSAL OR INABILITY TO PROVIDE A SPECIMEN

Any employee who refuses to provide a urine specimen for testing or refuses to authorize the testing by signing a consent form shall be subject to immediate discharge. If the employee is unable to produce sixty (60) milliliters of urine, he/she shall be given fluids to drink and shall remain at the collection site under observation until able to produce a sixty ml specimen, or until eight hours have passed. If still unable to produce a 60 ml specimen, the employee shall be referred to a physician for medical evaluation.

The Town shall have the right to return the employee to work and reschedule the employee's test for later that same day or the next regularly scheduled collection day with no requirements of another notice to the employee. If still unable to produce a sixty ml specimen, the employee shall be referred to a physician for medical evaluation.

## 4. PROCEDURES:

- (1) Before being required to produce specimens, the employee shall receive a written explanation of the entire procedure, and the employee shall give a written acknowledgement of the explanation. The explanation shall include the conditions under which the specimen is to be produced, chain-of-possession procedures, and the nature in which the test results will be reported. The employee shall select one sample collection kit at random from a supply of at least three kits. As an added precaution these kits shall be shrink-wrapped or the specimen bottles shall be individually sealed as a safeguard against prior contamination.
- (2) All specimens shall be analyzed by a laboratory which shall be certified by the National Institute on Drug Abuse (NIDA). No unauthorized personnel will be allowed in any area of the collection site. Only one collection procedure will be conducted at a time and the specimens shall be handled only by the collection site personnel.
- (3) "Illegal Drug" means the following five drugs or drug classes: marijuana, cocaine, opiates, phencyclidine (PC) and amphetamines.

5. CHAIN OF POSSESSION PROCEDURES:

At the time specimens are collected for any drug testing, the specimens must be immediately sealed, labeled and initialed by the employee to insure that the specimens tested by the laboratory are those of the employee. The required procedure is as follows:

- (1) Urine specimens shall be collected promptly. Immediately after the specimens are taken, the specimen containers shall, in the presence of the employee be sealed, labeled, and then initialed by the employee. The employee has an obligation to identify each specimen and initial same. The specimens shall be placed in the transportation container after being taken. The container shall be sealed in the employee's presence. The container shall be sent to the designated testing laboratory by courier or other fastest available method.

They shall be sealed, and labeled and initialed by the employee without the containers leaving the employee's presence. The employee has an obligation to identify each specimen and initial same. The specimens must be immediately sealed in a transportation container, and sent via courier or other fastest available means to the designated testing laboratory.

The urine specimen shall be obtained directly in a wide-mouthed single-use specimen container which shall remain in full view of the employee until transferred to, and sealed and initialed in, the sixty ml tamper-resistant urine bottle in the kit, and the second "split sample" bottle. At the employee's request, he/she may void directly into the two self-sealing tamper resistant urine bottles in the kit.

The employee's right of privacy will be protected, and in no circumstances may observation take place while the employee is producing the urine specimen. It is recognized that the Town has the right to request the personnel administering a urine drug test to take such steps as checking the color and temperature of the urine specimen(s) to detect tampering or substitution. If it is established that the employee's specimen has been intentionally tampered with or substituted by the employee, the employee is subject to immediate discipline including discharge. In order to deter the adulteration of the urine specimen during the collection process, physiologic determinations such as creatinine, specific gravity and/or chloride may be performed by the laboratory.

Any findings by the laboratory outside the "normal" ranges for creatinine, specific gravity and/or chloride shall be immediately reported to the MRO so that another specimen can be collected without the required notice.

- (2) The chain of possession form shall be completed by the collection site personnel during specimen collection and returned with the specimens in the sealed kit. The exterior of the collection kit must then be secured.
- (3) The parties recognize that the key to chain of possession integrity is the immediate labeling and initialing of the specimen in the presence of the tested employee. If each container is received at the laboratory in an undamaged condition with proper sealed, labeled and

initialed specimens, as certified by the laboratory, the Town may take disciplinary action based upon properly obtained laboratory results.

6. LABORATORY REQUIREMENTS:

- (1) TESTING. The parties agree a National Institute on Drug Abuse (NIDA) certified Smith-Kline laboratory shall be responsible for analyzing specimens provided under the terms of this Agreement. If the Town desired to designate another NIDA certified laboratory, it shall consult with the State Employees Union of New Hampshire, S.E.I.U. Local 1984, prior to designating another certified laboratory.
- (2) SPECIMEN RETENTION. All specimens deemed "positive" by the laboratory must be retained by the laboratory for a period of one (1) year.
- (3) SPLIT SAMPLE PROCEDURE. When a test kit is received by a laboratory, a sixty (6) ml sealed urine specimen bottle shall be removed immediately for testing. The remaining sealed bottle, i.e. split sample, shall be immediately placed in secure refrigerated storage.

If an employee is told that the first sample tested positive, the employee may, within seventy-two hours of receipt of notice, request that he second urine specimen be forwarded to a mutually agreed to and subjected to gas chromatography/mass spectrometry confirmatory testing for the presence of the drug. If the Town desired to designate another NIDA certified laboratory, it shall consult with representatives of SEA Local Union No. 633 prior to designating another certified laboratory. If the employee is unavailable and cannot be reasonably reached in the seventy-two hour period to request the implementation of the split sample testing process, that process shall be implemented automatically by the MRO. If an employee chooses to have the second sample analyzed, disciplinary action can only take place after the second GC/MS test confirms the presence of the drug.

7. LABORATORY TESTING METHODOLOGY:

- (1) URINE TESTING. The initial testing shall be by immunoassay which meets the requirements of the Health & Human Service Guidelines. The following initial cutoff levels shall be used when screening specimens to determine whether they are negative for these five drugs or drug classes:

Initial Test Substance	Level (ng/ml)
Marijuana Metabolites	100
Cocaine Metabolites	300
Opiate Metabolites	*300
Phencyclidine	25
Amphetamines	1,000

All specimens identified as positive on the initial test shall be confirmed using gas chromatography/mass spectrometry (GC/MS) techniques. Quantitative GC/MS



confirmation procedures to determine whether the test is negative or positive for various classes of drugs shall be those contained in the HHS Guidelines. The following cutoff levels shall be used to confirm the presence of drugs or drug metabolites:

Confirmatory Substance	Test Level (ng/ml)
Marijuana Metabolites 1/	15
Cocaine Metabolites 2/	150
Opiate	
Morphine	300
Codeine	300
Phencyclidine	25
Amphetamines:	
Amphetamine	500
Methamphetamine	500

1/ Delta-9-tetrahydrocannabinol-9-carboxylic acid.  
2/ Bensoylecgonine.

All specimens which test negative on either the initial test or the GC/MS confirmation test shall be reported only as negative. Only specimens which test positive on both the initial test and the GC/MS confirmation test shall be reported as positive.

- (2) **TEST RESULTS.** The MRO shall be the sole custodian of the individual test results. When a grievance is filed as a result of a positive drug test, the Town shall obtain the test results from the MRO and/or the laboratory and shall provide a copy to the Union.

#### 8. **MEDICAL REVIEW OFFICER:**

A Medical Review Officer shall be mutually agreed upon by the Town of Bedford and The State Employees Union of New Hampshire, S.E.I.U. Local 1984.

The Medical Review Officer shall perform the following functions:

The Medical Review Officer shall receive all positive and negative test reports directly from the laboratory, he/she shall review and interpret confirmed positive urine tests and shall examine alternative medical explanations for such positive test.

Prior to the final decision to verify a positive urine test result, the employee shall be an opportunity to discuss the results of the drug test with the Medical Review Officer. If the employee has not discussed the results of the positive urine test with the Medical Review Officer within seventy-two hours after being contacted, or refuses the opportunity to do so, the Medical Review Officer shall proceed with the positive verification.

As part of the review of a confirmed positive test result, the Medical Review Officer shall review the employee's history and relevant biomedical factors. An employee is allowed to use a controlled substance only when taken as prescribed by a licensed medical practitioner who is

familiar with the employee's medical history and assigned duties. The Medical Review Officer shall review all medical records made available by the employee to determine if a confirmed positive test resulted from legally prescribed medication. If the employee noted any medications on his/her copy of the consent form at the time of the testing, the employee is urged to discuss this with the Medical Review Officer.

If the employee is taking a prescription or non-prescription medication in the appropriate described manner he/she will not be disciplined. Medications prescribed for another individual, not the employee, shall be considered illegally used and may subject the employee to possible discipline.

The Medical Review Officer shall verify that the laboratory report is correct. The Medical Review Officer is authorized to request that the original sample be reanalyzed to determine the accuracy of the reported results. If the reanalysis is negative, the Medical Review Officer shall declare the test canceled and direct the employee to submit a new specimen.

If the MRO determines, after appropriate review, that there is a legitimate medical explanation for the confirmed positive test result, the MRO shall report the positive test result to the employer as a negative.

If the MRO determines, after appropriate review, that there is no legitimate medical explanation for the confirmed positive test result, the MRO shall report the positive test result to the employer as a positive.

Based on a review of laboratory reports, quality assurance and quality control data, and other drug test results, the MRO may conclude that a particular confirmed and positive drug test result is scientifically insufficient for further action. Under these circumstances, the MRO shall conclude that the test is negative for the presence of drugs or drug metabolites in an employee's system.

The employee shall be reimbursed for any pay lost if taken out of service based upon a positive test result, which is negated by the second test.