AGREEMENT BETWEEN THE

TOWN OF BELMONT

AND

AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES,

AFL-CIO, COUNCIL 93, LOCAL 534

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PREAMBLE

This agreement entered into by the Town of Belmont, New Hampshire, hereinafter referred to as the Town/Employer, and Local 534 of the American Federation of State and Municipal Employees, Council 93, AFL-CIO, hereinafter referred to as the Union.

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

ARTICLE I

RECOGNITION

The Town recognizes the Union as the exclusive bargaining agent for employees in the classifications specified in PELRB Certification Case No. *G-0006-4*, as amended by agreement of the parties, to include the following positions:

> "All full-time Highway Equipment Operator/Laborer, Highway Equipment Operator/ Mechanic, Highway Foreman, Highway Truck Driver/Laborer, Building and Grounds Maintenance, and Water Technician/Laborer.

ARTICLE II

MAINTENANCE OF MEMBERSHIP AND DUES DEDUCTION

Each employee who becomes a member of the bargaining unit and elects to become a member of the Union shall continue his/her membership in the Union during the duration of this agreement; provided, however, that an employee may at his/her discretion and in writing, withdraw his/her membership from the Union any time within (15) days prior to each annual anniversary date of this agreement. The Union shall notify all members in writing of this provision before the start of the withdrawal period.

Should there be a dispute between an employee and the Union over the matter of an employee's Union membership, the Union agrees to hold the Town harmless in any such dispute.

DUES DEDUCTION

Upon receipt of any individually written authorization by a Union member covered by this Agreement and approved by the authorized officer of the Union the Town agrees to deduct from the pay of each Union member so authorized the current Union dues as certified to the Town by the Business Manager of the Union. Said deduction shall be made the first pay period in each month provided, however, that if any employee has no check coming to him/her, or if the check is not large enough to satisfy the deduction, then

and in that event, no collection will be made from said employee for that month. Once each month, the Town shall send the amount so deducted to the Business Manager of the Union, along with a list of the employees from whom the dues have been withheld and the dates of the pay periods involved. In no case will the Town attempt to collect fines or assessments for the Union beyond the regular dues.

In the alternative for employees hired after April 1, 2014, an employee shall tender an agency or service fee to the Union in an amount which shall not exceed eighty (80%) of the monthly membership dues of the union.

Should there be a dispute between an employee and the Union over the matter of dues deduction, the Union agrees to defend and hold the Town harmless in any such dispute.

ARTICLE III

MANAGEMENT RIGHTS

A. 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, and the Employer retains all prerogatives, functions, and rights not specifically limited by the terms of this Agreement. The Employer shall have no obligation to negotiate with the Union with respect to any such subjects or the exercise of its discretion and decision-making with regard thereto, any subjects covered by the terms of this Agreement and closed to further negotiations for the terms hereof, and any subject which was or might have been raised in the course of collective bargaining, but is closed for the term hereof.

B. Without limitation, but by way of illustration, the exclusive prerogatives, functions, and rights of the Employer shall include the following, unless specifically modified by the terms of this Agreement.

1. To direct and supervise all operations, functions and policies of the Employer in which the employees in the bargaining unit are employed.

2. 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.

3. To determine the need for a reduction or an increase in the work force and the implementation of any decision with regards thereto.

4. To establish, revise, and implement standards for hiring, classification, promotion, quality of work, safety, materials, uniforms, appearance, equipment, methods, and procedures. It is jointly recognized that the Employer must retain broad authority to fulfill and implement its responsibilities and may do so by oral and written work rule, existing or future.

5. To implement new, and to revise or discharge, wholly or in part, old methods, procedures, materials, equipment, facilities, and standards.

6. To assign and distribute work.

7. To assign shifts, workdays, hours of work, and work locations.

8. To determine the need for and the qualifications of new employees, transfers, and promotions.

9. To discipline, suspend, demote or discharge an employee.

10. 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.

C. The exercise of any management prerogative, function, or right which is not specifically modified by this Agreement is not subject to the grievance procedure, to arbitration, or, as set forth above, to bargaining during the term of this Agreement.

ARTICLE IV

STRIKES PROHIBITED

In accordance with RSA 273-A:13, the Union and its members agree not to cause, condone or sanction any strike, walkout, slow down or work stoppage.

The Union agrees that any member violating this article may be subject to disciplinary action, up to and including discharge. The Town agrees that it shall not engage in a lockout.

ARTICLE V

NON-DISCRIMINATION

Neither the Town nor the Union shall interfere with the rights of employees covered by this Agreement to become or not become members of the Union, and there shall be no

discrimination against any such employees because of lawful Union membership or non-membership activity or status.

Neither the Town nor the Union shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws because of race, creed, color, national origin, age, sex or physical handicap, except as any of these factors may be bonafide occupational qualifications.

ARTICLE VI

WORK RULES

A. The Town may prepare, issue and enforce rules and safety regulations necessary for the safe, orderly and efficient operation, which are not inconsistent with this Agreement.

B. The Town shall have the right to make regulations for the safety and health of its employees during their hours of employment. Employees shall comply with all safety rules and regulations established by the Town.

ARTICLE VII

GRIEVANCE PROCEDURE

A. A grievance is defined as an alleged violation of a specific Article and Section of this Agreement arising under and during the term of this Agreement.

B. If any grievance arises during the term of this Agreement, there shall be no stoppage or suspension of work but such grievance may be submitted to the following grievance procedure. Each step must be strictly adhered to or the grievance shall be deemed abandoned. Workdays as referred to in this article are defined as the administrative workdays of Monday through Friday.

Step One — Within ten (10) working days of the time a grievance arises; an employee shall present the grievance orally to his/her supervisor. Unless the supervisor determines otherwise, the meeting will occur immediately before the end of the employee's work shift. The employee's Union representative may be in attendance if the employee so requests. If the grievance is not satisfactorily adjusted, the employee may submit a written grievance at Step Two.

Step Two — If the grievance is not resolved in Step One, within five working days (5) days the employee may reduce his grievance to writing on the grievance form and present the grievance to the Department Head, or his/her designated representative, for a written answer. It

shall name the employee(s) involved, shall state the facts giving rise to the grievance, shall identify the provisions of this Agreement alleged to be violated by appropriate reference, shall state the contention of the employee and of the Union with respect to these provisions, shall indicate the relief requested, and shall be signed by the employee. The Department Head, or his/her designated representative, shall give the employee an answer in writing no later than ten (10) working days after receipt of the written grievance. The Department Head may schedule a conference with the Union, if it is deemed necessary, to review the grievance.

Step Three — If the grievance is not resolved in Step Two, the Union may within five (5) working days after the receipt of the answer, or the date on which the answer was due in Step Two, appeal the grievance to the Town Administrator. The appeal shall be in writing and it shall include the written grievance and the Department Head's answer and shall specify the basis of the appeal. A copy of the appeal shall be sent to the Department Head. The Union may, at the same time the written appeal is filed, submit a written request to the Town Administrator for a meeting between the Union and the Town Administrator, or his/her designated representative, to attempt to resolve the grievance. The meeting will be at a mutually agreeable time and will take place within ten (10) working days after receipt of the written appeal and the request for a meeting. If the Union does not request a meeting, the Town Administrator, or his/her designated representative, may schedule a conference with the Union, if it is deemed necessary, to review the grievance. The Town Administrator, or his/her designated representative, shall give the Union an answer in writing no later than ten (10) working days after receipt of the written appeal.

The parties acknowledge that the Town Administrator can hear the appeal and still represent the Town or provide guidance to Department Heads at other levels of the grievance procedure. Such representation shall not be deemed violative of the agreement or otherwise inappropriate.

Step Four — If the aggrieved employee is not satisfied with the decision of the Town Administrator the employee shall submit written notice to the Board of Selectmen and a copy to the Union including (1) a statement of the grievance and relevant facts, (2) specific provisions(s) of the contract violated, and (3) remedy sought. The grievance must be submitted to the Board of Selectmen in accordance with the following procedures:

a. The employee will submit the grievance in writing to the Board of Selectmen within five (5) working days of receipt of the Town Administrators decision.

b. The Board of Selectmen will respond with a written decision within twenty (20) working days of receipt of the grievance.

Step Five If the grievant(s)and/or the Union is not satisfied with the decision of the Board of Selectmen, the Union may file within twenty (20) work days, following receipt of the decision of the Board of Selectmen, a request for arbitration to the Public Employee Labor Relations Board and/or American Arbitration Association under its rules and regulations.

a. The fees and expenses of the Arbitrator shall be paid equally.

b. The foregoing time limitations may be extended by mutual written agreement of the parties.

POWERS OF THE ARBITRATOR: It shall be the function of the Arbitrator, and he/she shall be empowered, except as his/her powers are limited below, after proper hearing on a properly filed and processed grievance referred to him/her as set forth above, to make a decision in cases of an alleged violation of the specific Articles and Sections of this Agreement. The decision of the Arbitrator shall be based exclusively on the evidence presented at the Arbitration hearing and the provisions of this Agreement. The Arbitrator's decision shall not be based on any statutes, decisions or regulations not specifically incorporated into this Agreement. The Arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted.

1. The Arbitrator shall have no power to add to, subtract from, alter, or modify any of the terms of this Agreement or any of the functions or responsibilities of the parties to this Agreement.

2. The Arbitrator shall have no power to change any practice, policy, or rule of the Town nor to substitute his/her judgment for that of the Town as to the reasonableness of any such practice, policy, or rule, unless such practice, policy, or rule is in violation of a specific Article and Section of this Agreement. His/her powers shall be limited to deciding whether the Town has violated the express Article and Sections of this Agreement; and he/she shall not imply obligations and conditions binding upon the Town from this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the Town.

3. The Arbitrator shall have no power to substitute his/her discretion for the Town's discretion in cases where the Town is given discretion by this agreement.

4. The Arbitrator shall only have the authority to pass on a grievance referred to him/her as prescribed herein.

5. The Arbitrator shall be without authority to make any decision that requires the commission of any act prohibited by law or which is violative of the terms of this Agreement.

6. The Arbitrator shall have no power to rule on any claim or complaint for which there is another remedial procedure or forum established by law or regulation.

At the time of the Arbitration Hearing, both the Employer and the Union shall have the right to call any employee as a witness and to examine and cross-examine witnesses. Each party shall be responsible for the expenses of the witness that are not Town employees that they may call. The parties shall submit to each other a list of all witnesses to be called in the event of an arbitration hearing no less than forty-eight (48) hours in advance of the scheduled hearing date. At the close of the Hearing, the Arbitrator shall afford the employer and the Union an opportunity to furnish Briefs. The Arbitrator will render his/her decision within thirty (30) days from the date the hearing is closed or the date the parties submit their Briefs, whichever date is later.

JURISDICTION OF THE ARBITRATOR: The jurisdiction of the Arbitrator shall be limited to the determination of grievances which involve an alleged violation of a specific Article and Section of this Agreement and which have been properly filed, processed and referred to the Arbitrator as set forth above. If either party shall claim before the Arbitrator that a particular grievance fails to meet the tests of arbitrability, the Arbitrator shall proceed to decide such issue before proceeding to hear the case upon the merits. If the grievance concerns matters not subject to Arbitration, the Arbitrator shall return the grievance and all documents relating thereto, to the parties without decision.

1. Time limits shall be strictly construed and followed. Time limits may be extended by the Town and Union in writing; then the new date shall prevail.
2. All grievances must be filed in writing within five (5) working days from the time the alleged violation occurred or they will be deemed waived. Any grievance not filed within the prescribed time limit or not advanced to the next Step by the employee or the Union within the time limit in that Step, shall be deemed abandoned. If the Town does not answer a grievance within the time limits prescribed in this Article, the grievance will be considered automatically referred to the next Step of the Grievance procedure.

3. Any grievance occurring during the period between the termination date of this Agreement and the effective date of a new Agreement shall not be processed. Any grievance which arose prior to the effective date of this Agreement shall not be processed.

4. Any agreement reached between management and Union representative(s) is binding on all employees affected and cannot be changed by any individual.

5. Working days, for purposes of this Article, shall be Monday, Tuesday, Wednesday, Thursday, and Friday, excluding observed holidays.

6. The sole remedy available to any employee for any alleged breach of this Agreement or any alleged violation of his/her rights hereunder shall be pursuant to the Grievance procedure; provided that if any employee elects to pursue any legal or statutory remedy under Federal, State or Local law or administrative regulation for alleged conduct which may also be a violation of this Agreement, such election will bar any further or subsequent proceedings for relief under the provisions of this Article.

ARTICLE VIII

DISCIPLINARY PROCEDURES

Disciplinary action will be for just cause and will normally be taken in the following order:

(a) Verbal warning

(b) Written warning

(c) Suspension without pay

(d) Discharge

However, the above sequence need not be followed if an infraction is sufficiently severe to merit immediate suspension or discharge. Additionally, the Town reserves the right to take disciplinary action in a manner consistent with the efficiency of operations and appropriate to the infraction involved, no more than thirty (30) days from the date of discovery but in no case more than sixty (60) days from the infraction.

An employee will be tendered a copy of any warning, reprimand, suspension or discharge entered on his/her personnel record, within three days of the action taken. In imposing discipline on a current charge, the Town will not take into account any prior infractions, which occurred more than three years previously.

An employee shall receive at minimum of four (4) hours of notice prior to any meeting where formal discipline, as defined above, is contemplated. In the event a meeting between employee and supervisor unintentionally becomes a meeting where formal discipline will be taken, the employee shall be given the option of suspending the meeting until such time as a union representative can be consulted, but in no event shall the meeting be suspended for more than 4 hours. This provision shall not apply to emergency situations or to situations where the supervisor only wishes to provide informal re-direction.

ARTICLE IX

HOURS OF WORK

This Article is intended to define the normal hours of work per day or per week in effect at the time of execution of this Agreement. Nothing contained herein shall be construed as preventing the Town/Employer from restructuring the normal work day or work week for the purposes of promoting the efficiency of Town government; from establishing the work schedule of employees; and establishing part time positions.

The workweek for full-time employees shall range from 30 to 42 hours per week with the hours of work to be determined and scheduled by the Department Head or Supervisor. Employees scheduled to work less than 30 hours per week shall be considered part-time employees.

All eligible employees will be provided with a thirty (30) minute unpaid lunch period.

Employees covered by this Agreement shall be paid one and one-half (1 1/2) times their regular straight time hourly rate of pay for all authorized hours of work in excess of forty (40) hours in a work week. Overtime shall be based on the number of hours worked provided that paid holiday hours shall be considered as hours worked for purposes of overtime calculations. Generally, full time employees will be called in for overtime work before part time employees are call in for that same overtime work, providing that the overtime does not require special licenses, skills or training that is possessed by that part time employee.

> "Nothing herein shall be construed as guaranteeing employees forty (40) hours of work per week or eight (8) hours of work per day."

Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement. For purpose of computing overtime, Personal Days, vacation, and sick time are eliminated from the calculation except that any mandated hours over and above the employee's regularly scheduled shift shall be compensated at the employee's overtime rate.

The Town/Employer reserves the right to close buildings or departments for unforeseen, compensable, circumstances i.e.; funeral, severe weather, etc. In the event of a funeral

closing, employees have the option to attend the funeral or continue with their regular work. The closing of a building or department for severe weather is a management decision and does not constitute additional compensable hours to off-duty employees or employees that remain on duty.

COMPENSATORY TIME OFF

1. Request for comp time in lieu of overtime payment must be made to his/her supervisor when asked to work overtime and mutually agreed upon.

2. When an employee works one hour of authorized overtime, he/she will receive one and one half hours of comp time.

3. The accrual of comp time must be requested and specifically approved in advance of each instance accrual is to occur. The comp time hours must be recorded on the time sheets each week.

4. Each employee shall be allowed to accumulate no more than 40 hours of comp time. In addition, no comp time will be carried over from one year to another. Comp time that is unused at the end of the year will be paid in full at that time.

5. Comp time shall be used in ½ day increments, when use is approved in advance.

6. Employees shall be required to give ½ day notice to his/her supervisor prior to the use of comp time. A supervisor may disapprove the use of comp time.

7. ½ day increments of comp time leave shall not be used with other types of leave to obtain a full day of leave.

8. If the employee wishes to use comp time to leave work for longer than ½ day at a time (i.e. 1 day, 2 days, 3 days), the request must be made equal days in advance and in writing to the department head or designee.

9. All comp time leave shall be approved on a first come basis, (not based upon seniority).

10. The granting of comp time and comp time leave is at the sole discretion of the department head or designee.

11. If the implementation and application of these guidelines prove to be unnecessarily disruptive or impedes the effectiveness of the Department, the Department Head reserves the right to modify or cancel these guidelines.

CALL BACK: An employee called back to work after having left work shall receive a minimum of two (2) hours work at overtime rates, if eligible under FLSA, unless the time extends to his regular shift or unless the individual is called back to rectify his own error. If the employee is required to be called back more than once during a single two hour period, the employee shall be paid for one call back period.

Highway Department employees will be entitled to work four (4) nine (9) hour work days Monday through Thursday, and four (4) hours on Friday. The Director of Public Works or the Town Administrator shall have the authority to override this schedule in the event of an emergency and any other set of circumstances that warrants a more intensive or regular work schedule. In the event a revised schedule is implemented, management agrees to make its best effort to give affected employees at least ten (10) calendar days in advance.

1. ON CALL STATUS

On Call Status:

The Highway Department is required, from time to time to respond to emergencies and other events after normal working hours. To ensure that the employees are treated fairly and equally, the Director of Public Works shall establish "emergency response teams" that will be on call to respond to these events. The on call personnel shall consist of a Supervisor or Foreman along with other full time employees. The teams will rotate on a weekly basis and begin and end on the start of work on Fridays. The employees required to carry a pager shall receive $45.00 per week when they do so. If there is a conflict with an employee's on call week it is the employee's responsibility to arrange for coverage and to notify supervisor. On occasion the entire crew may be called in should the conditions warrant. Any on call employee responding after hour to a call is guaranteed **(2)** hours of compensation at the appropriate pay rate for responding.

ARTICLE X

HOLIDAYS

The following shall be paid holidays:

New Year's Day	Independence Day	Veterans' Day
Civil Rights Day	Labor Day	Thanksgiving Day
Presidents' Day	Columbus Day	Day after Thanksgiving Day
Memorial Day	State/General Election Day (every 2 years)	Christmas Day

EMPLOYEES ELIGIBLE FOR PAID HOLIDAYS

Employee Class	Applicable Paid Holiday*
Full-Time -Standard Schedule (Same Days each week)	Observed Holiday
Part-Time -Standard Schedule (Same Days each week)	Observed Holiday

HOLIDAY PAY

All employees shall receive straight-time holiday pay for the number of hours that they are scheduled to work, or if not scheduled the number of hours in an equitable shift, up to a maximum of nine (9) hours. If a holiday falls on a Friday, the employees will receive four hours holiday pay for that holiday.

Employees shall not be required to work on holidays unless a significant negative impact on the delivery of Town services will otherwise result. The Town Administrator must approve holiday pay seven (7) days in advance unless circumstances make such pre-approval impracticable.

Employees working on the holiday will receive time and one-half holiday pay for the hours worked, in addition to the straight-time holiday pay noted above.

Employees who are absent without prior permission for the single scheduled day directly preceding or following the holiday, and who do not work the actual holiday, shall forfeit all holiday pay.

Holidays that fall within an employee's annual leave shall not be counted as part of the annual leave.

ARTICLE XI

VACATION

The following vacations shall be granted to all full-time employees, who are covered by this Agreement and are on the payroll at the beginning of the Town's financial year and who have completed the following periods of full-time continuous employment during the financial year.

Service Period	Vacation
After one (1) year	2 week
After four (4) years	3 weeks
After ten (10) years	4 weeks

One additional vacation day shall be added for every two years of service completed after twelve (12) years to a maximum of 25 days

Vacations shall be granted by the Department Head at such times as, in his/her opinion, will cause the least interference with the performance of the regular work of the Department, but taking into account the preference of the individual employee. Request for vacation time in excess of one (1) week must be submitted in writing at least 30 days in advance to the Department head. Employees may accrue and carry forward from vacation year to vacation year a total of 80 hours or two paid weeks of vacation, but not more than that sum. If a holiday falls within the vacation period of an employee he/she shall be granted an additional day of vacation.

If the employment of a person who has become entitled to an annual vacation but has not taken it is terminated by dismissal through no fault or delinquency on his/her part: by resignation, written notice of which is received by the department head at least two weeks prior thereto; by retirement or death; he/she shall be paid for his/her vacation period. In exceptional cases where circumstances prevent the giving of two weeks notice, excluding cases where the employee resigns to accept other employment, the two weeks' notice period requirement may be waived and vacation pay may be allowed by the Department Head with the approval of the Board of Selectmen. If the termination of employment shall be caused by the death of an employee entitled to vacation benefits, the benefits shall be paid to the person or persons to whom unpaid salary is payable.

Upon the request of the employee, the Town will buy back no more than one (1) week of vacation per calendar year from an employee, when that employee has that week available

This Article applies only to regular full-time employees and part-time employees shall not be covered by same.

ARTICLE XII

LEAVES OF ABSENCE

1. PURPOSE

   To define the leave of absence policy of the Town of Belmont and to establish the criteria and the procedure for granting such leaves.

2. POLICY

   To protect deserving employees against loss of seniority and service credit, to the extent it is practical and fair to do so, by granting leaves of absence without pay for education, maternity, health or compelling personal reasons on the recommendation of the employee's Department Head and with the approval of the Board of Selectmen; and for military duty in accordance with existing laws. Employees granted leaves in accordance with this policy shall be considered in an inactive employment status and time, other than military duty, spent on such

leaves shall not count as service or time worked for the purposes of seniority, vacation, sick leave, or other benefits.

Upon Department Head receiving a request for leave of any type, the person receiving the leave will be returned a signed copy of the request within two (2) working days indicating if the request has been granted or denied unless the request is an emergency.

3. APPLICATION

This policy applies to all permanent employees regularly working more than twenty hours per week who have completed one year of continuous employment.

4. DEFINITIONS

Department Head - shall mean an employee responsible for the administration of a function or activity under the direction of an elected or appointed Board, Committee or Commission.

5. PROCEDURE

A. Employees unable to report for work because of military duty; maternity, health or compelling personal reasons, or who wish to attend school shall submit their application for Leave of Absence on the form provided in Appendix A. The application must specify dates and times for which leave is requested and set forth the reasons in detail. In the case of military, maternity, health and educational leaves, supporting documents shall be required.

B. A Department Head will verify and substantiate the reasons whenever possible, and, after due consideration of the requirements of the Department, and the length of service, attendance, work performance and attitude of the employee, will forward the request with his recommendations to the Town Administrator for transmittal to the Board of Selectmen.

C. A Department Head recommending approval of the leave of absence shall do so in a letter of transmittal and attach the Application for Leave of Absence with supporting documents.

D. Leaves of absence may be granted as follows:

1. for up to 2 years following separation from active duty for extended active military service to fulfill military obligations in accordance with appropriate statutes;

2. for 17 calendar days per year for Reserve or National Guard duty for training;

3. for not less than four not more than six weeks after childbirth, except that extensions may be granted for medical reasons on the written recommendation of the attending physician, except that the employee can at his or her option elect to be paid from available sick leave or vacation for the period of the leave;

4. until the completion of the course of instruction but not more than one semester;

5. until the employee is physically able to return to his/her job, but not more than one year after the expiration of sick leave payments;

6. for up to thirty days for compelling personal reasons.

E. To be deserving of leave of absence consideration, an employee must have good attendance and performance record, be a willing and able worker, and have a sincere desire to return to the employ of and continue employment with the Town of Belmont.

F. An employee granted a leave of absence in accordance with this policy may remain in the Town of Belmont Group Insurance Plan, provided arrangements are made with the Town for the payment of the full insurance premium for the duration of the leave of absence. Employees failing to apply for continued membership in the Plan will be dropped from the Plan.

6. ENFORCEMENT

Failure to return to work on the expiration of a leave of absence shall constitute a voluntary termination of employment. Acceptance of employment of any kind for pay while on leave of absence other than military or educational shall be considered to be a voluntary resignation on the part of the employee. The appropriate Department Head and the Town Administrator are responsible for the uniform and impartial administration of this policy.

BEREAVEMENT LEAVE

When death occurs in an employee's immediate family as defined below, the employee, on request, will be excused at full pay for any of three (3) normally scheduled working days, **with hours paid based on the employee's work schedule in place at the time the leave is taken,** between the date of death and the date of the funeral, inclusive. The immediate family is defined as including the employee's:

spouse	mother	father	grandchild
children	brother	sister	
father-in-law	mother-in-law	step or foster child	grandparent
brother-in-law	sister-in-law		

An employee shall be granted, upon request, bereavement leave at full pay for one working day for the purpose of attending the funeral of an aunt or uncle.

MATERNITY LEAVE*

Maternity Leave will be granted in accordance with the Town's Personnel Policies and all applicable law

JURY DUTY/WITNESS LEAVE*

The Town of Belmont considers it a civic duty to serve on a jury if summoned and will grant you leave in order to serve on a jury. An employee shall be excused from employment for the day or days required in serving as a juror or witness in any court of the United States or the employee's state of residence. For part-time and temporary employees, jury or witness duty will be considered an excused unpaid absence. A full-time employee called for jury duty (or subpoenaed as a witness) shall be granted (paid/unpaid) leave for the first three (3) days for the period of the civil involvement, and any absence thereafter will be unpaid leave, unless otherwise required by state or federal law. Employees who are compensated for jury duty shall be paid the difference between their regular day's pay and the amount of compensation they receive for performing their jury duty.

Employees summoned for jury duty must inform their department head as soon as possible, and must present a copy of the summons to their department head. If released from jury duty on any day, the employee is expected to return to work.

FAMILY AND MEDICAL LEAVE

Family and Medical Leave will be granted in accordance with the Town's Personnel Policies and all applicable law.

NOTE:

It is understood that, in accordance with current contract language, sick time may not be taken to care for the employee's new born child or to care for a child newly placed with the employee for adoption or foster care; rather sick leave will only be permitted in conjunction with FMLA leave if the FMLA leave is for the employee's own situation (e.g. while the employee is on leave for her own temporary disability stemming from pregnancy).

MILITARY LEAVE*

Military Leave will be granted in accordance with the Town's Personnel Policies and all applicable law.

TRAINING

The Town at its discretion and with Department Head/Town Administrator approval will reimburse for any job related continuing training by an outside professional organization or college: except required training.

ARTICLE XIII

SICK LEAVE

1. In the event of bonafide personal and non-service connected sickness or injury (for which no compensation is received under Workers' Compensation or other insurance) all regular full-time employees shall be eligible for time off with pay in an amount appropriate to the circumstances of each individual case, in order that their income may be maintained during such period of bonafide incapacitation, on the following basis: Permanent full-time employees, shall after completion of one full year of service, be eligible for twelve (12) sick days per calendar year to be earned at the rate of one day per month, the unused portion of which may be carried forward and accumulated to a maximum of sixty (60) days (four hundred and eighty (480) hours. This vesting and accumulation of unused sick days is intended solely for illness protection and does not constitute an obligation on the part of the Town to buy back any unused sick days at the time of separation from the service of the Town.
   The employee may apply for sick leave pay for days missed due to illness during the probationary period which meet the definition for use of sick leave after they have been made regular full-time employees. Failure to follow call-in procedures, as explained below, may be grounds for denial of sick pay.

   Upon retirement, an employee with ten or more years of service, and who qualifies for retirement under the guidelines set forth by the New Hampshire Retirement System, will receive a buy out of 50% of their accumulated sick time, up to a maximum of two hundred and twenty five (225) hours.

2. Department Heads shall determine and grant, what they consider to be the appropriate and reasonable allowance for the following periods of continuous service:

Service Period	Allowance
Less than 3 months service	Up to 5 days
3 to 6 months of service	Up to 10 days

Over twelve (12) months of service Up to 12 days

Paid absence due to illness shall be utilized in the following sequence: current year's allowance (first twelve days), accumulation, and such discretionary sick leave as may be granted by the Board of Selectmen.

3. In the case of exceptional circumstances additional (discretionary) allowances may be granted on the recommendation of the Department Head with the written approval of the Board of Selectmen. In determining whether such extended allowances shall be granted, the past absence of the employee, the length of service with the Town and the quality of the employee's performance and record shall be taken into account. Consideration shall be given as to what portion of the allowance shall appropriately be at full pay and what portion at part pay. Vacation pay shall not be substituted for sick leave except in unusual circumstances and only with the prior written approval of the Board of Selectmen.

4. In computing sick leave usage to be charged to the account of an employee the Town shall take into consideration any sick leave insurance to which the employee is entitled. Starting with the day on which the insurance coverage is available, the Town shall pay the difference between the employees' full pay and that amount paid by such insurance. The employees' sick leave account shall be charged only for that portion of time for which Town paid wages are received until all sick days have been used.

5. Employees shall notify their Department Head on the first day of absence due to non-service connected sickness or injury, stating the nature of the sickness or injury, time expected to be incapacitated and when they expect to return to work. Unless otherwise directed by the Department Head, such notification shall be made not later than one (1) hour prior to the start of the workday.

6. Department Heads shall be responsible to check on all such absences not later than the second day. If a doctor has been called by the employee, the Department Head shall also check with the doctor. A doctor's certificate shall be required after the fifth day of absence (unless required earlier by the Department Head). If deemed in the interests of the Town, the Department Head and/or the Board of Selectmen shall have an independent doctor make an examination and report.

7. This program shall be administered by the Board of Selectmen, who shall interpret the provisions of the program, and establish the details of administrative policies and procedures. Department Heads and employees shall furnish to the Board of Selectmen any information, which the Board may request.

8. Personal Day(s):

A personal day is a day of paid leave granted to an employee to conduct business or activities that can only be conducted during the employee's normal workday.

Unless otherwise provided, and at the conclusion of an employee's probationary period they shall be entitled to take three (3) personal days per year, with hours paid based on the employee's work schedule in place at the time the leave is taken. The employee shall notify his/her department head of their intent to take a personal day at least five (5) working days in advance. In the case of an emergency, the department head shall have the authority to grant a personal day without the requisite notice. Personal days may be broken down into smaller than full day segments. Personal time may be taken in two-hour segments when required.

Any employee who does use any sick leave for a period of six (6) months shall receive four (4) hours of additional personal time leave.

Notwithstanding, Personal days shall fall into the following two categories and shall be treated accordingly:

Emergency Circumstances:

In the event an emergency arises the employee may take a personal day off to attend to such situations, provided that notice is given to the employees department head as soon as practicable. Failure to give such notice may result in the denial of payment for the personal day off.

Non-Emergency Circumstances:

Non-emergency situations require greater notice and flexibility. Therefore, non-emergency situations shall be treated similarly to vacation days. A request for a personal day shall be filed 5 days in advance and shall be subject to availability and coverage. In any event, a request for a personal day shall not be denied unreasonably.

Personal days are non-accruing and cannot be carried over from one calendar year to the next. They can be taken in 2 hour increments.

9. Dependent sick leave:

In the event one of an employee's dependents becomes ill and cannot adequately care for him or herself, the employee may use no more than two sick days to care for such person. The term dependent shall be defined in accordance with how the term is defined by the United States Internal Revenue Service.

ARTICLE XIV

SENIORITY

1. Accrual: For purposes of promotion, vacation, and other benefits, an employee's seniority shall be equal to his/her years of service or employment with the town in a position covered by this Agreement unbroken by any of the reasons for termination of seniority specified in Section 3 below.

2. Ability to Perform Work: Ability to perform the job or work as used in this Article means the employee is capable of performing the work of the job in a satisfactory manner based on a comprehensive evaluation.

3. Termination of Seniority: Seniority for all purposes shall be terminated for any of the following reasons:

   A. Voluntary quit

   B. Discharge for just cause

   C. Failure to report for work in accordance with the provisions of a recall notice.

   D. Absence for three (3) consecutive working days without properly notifying the Town.

   E. Failure to be recalled from layoff or return to work due to any non-occupational connected illness or accident for a period of fifteen (15) months.

   F. Retirement

4. Seniority List: The Town shall establish and post a seniority list once each year in January. The seniority list will contain both classification and department seniority for each eligible employee. Classification seniority shall be defined as the length of time an employee has been employed in a specific job classification covered by this Agreement. The employee with the greatest seniority shall be listed first. Any objections to the seniority list, as posted amended, must be reported to the Department Head within fourteen (14) calendar days from the date of posting or amendment or it shall stand as accepted and shall take full force and effect.

5. Application of Seniority (lay-off, recall): With respect to layoff and recall continuous service will be applicable providing the employee is capable of performing the work in a satisfactory manner. Employees shall be recalled in the reverse order in which they were laid off. A person who is laid off shall maintain

his/her seniority for fifteen (15) months. Employees who are eligible for recall shall be sent a recall notice by certified or registered mail and the employee must notify the Department Head within three (3) business days after receiving notice of recall of his/her intention to return to work. The Town shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the mailing address provided by the employee, it being the obligation and responsibility of the employee to provide the Department Head with his/her latest mailing address. In any event the employee must return to work within two (2) weeks of the date specified.

6. Promotions and Transfers:

A. The Town reserves and shall have the right to make promotions and transfers primarily on the basis of qualifications, ability and performance of duty, but shall be governed by department seniority where equal qualifications have been demonstrated.

B. All vacancies, promotions and new positions shall be posted on the union bulletin boards in which the vacancy occurs for a period of five (5) working days.

C. After an award is made of a promotion, the name of the person promoted shall be posted for five (5) working days following said award. Employees may file a grievance within eight (8) working days of the date posted, in accordance with the grievance procedure.

D. Vacancies in management positions which are excluded from the bargaining unit shall be posted on the Union bulletin boards, provided, however, that appointment to these positions shall not be subject to the grievance procedure of this contract.

E. Wherever possible, if the employee is qualified, promotions shall be made from the ranks of regular employees who are employed by the Department in which the vacancy occurs.

F. Employees who are absent during the entire posting period shall be automatically placed on the list for consideration for the position(s); provided, however, that such employee may, at his/her discretion, have his/her name removed from the list within five (5) work days of returning to work.

G. When a question, as to the proper person having been chosen to fill any job, arises and it cannot be resolved it will be settled by using the grievance procedure contained herein.

H. Job posting(s) shall include job specifications, rate of pay, job location, the shift, if possible, and also if the job is permanent with a permanent rating. If a new employee is hired at a compensation rate that is more than the Town is paying existing employees and possesses the same type qualifications, years of experience, same job responsibility and job description, within a department, the existing employees will be entitled to the same compensation as the new employee. At no time shall a new employee be compensated more than six (6) steps above the lowest employee in the same grade for that responsibility and job description within the department.

I. The above procedures shall be followed in all promotions, vacancies and transfers whether temporary or permanent.

J. If qualified candidates are not available or have not responded to the posting within the Department where the vacancy occurs, the job will then be posted throughout the Town. Candidates from Departments other than the Department in which the vacancy occurs shall be notified by the Town of the status of his/her application and the reason(s) for not being selected for the position.

K. An employee who meets the minimum qualifications and is promoted to a higher level position shall be placed in a probationary status not to exceed six (6) months in the higher position. The employee shall periodically be evaluated to determine if he/she is performing the job in a satisfactory manner. If an employee is not able to satisfactorily perform the higher level duties or desires to return to his/her former position then he/she shall be reduced in status to the same classification, pay grade and pay step he/she had obtained prior to promotion.

7. Non-Application of Seniority Rights within Classification: Seniority does not give employees any preference for particular types of work within their job classification or to places of work, or equipment.

8. Probationary Period: All employees in positions covered by the bargaining unit shall serve a probationary period of six (6) months. During the probationary period, the probationary employee may be discharged at the sole discretion of the Town and neither the reason nor the discharge may be the subject of a grievance. All employees entering the bargaining unit covered by the Agreement from any other Town department will serve the required probationary period.

ARTICLE XV

STEP AND WAGE SCALE

Effective April 1, 2014 all employees will receive a one (1%) Cost of Living adjustment, as reflected in the Wage and Salary scale (Appendix A, April 1, 2014). All eligible employees will be moved one step on the existing wage scale.

Effective April 1, 2015 all employees will receive a one (1%) Cost of Living adjustment, as reflected in the Wage and Salary scale (Appendix A, April 1, 2015). All eligible employees will be moved one step on the wage scale.

Effective April 1, 2016 all employees will receive a one (1%) Cost of Living adjustment, as reflected in the Wage and Salary scale (Appendix A, April 1, 2016). All eligible employees will be moved one step on the wage scale.

ARTICLE XVI

INSURANCES

1. HEALTH INSURANCE

A. RIGHT TO SELECT CARRIERS: The health insurance benefits provided for herein shall be provided through a self-insurance plan or under group insurance policy or policies issued by an insurance company or insurance companies selected by the Employer. "Insurance companies" include regular line insurance companies and non-profit organizations providing hospital, surgical or medical benefits. If these benefits are provided through an insurance company, all benefits are subject to the provisions of the policies between the employer and the insurance company.

For the term of this agreement the parties agree to NHMA Blue Choice 3T20 NHMA Matthew Thornton MTB20. The Health Insurance plan will provide coverage for single, two person and family. This plan will remain in effect until a successor agreement is in place. Effective April 1, 2014, co-pays for prescriptions will move to $10, $25 and $40 for Retail Pharmacy Copay, or $10, $40 and $70 for Mail Service Copay, in accordance with the NHMA plan as amended.

Effective 4/1/2014, the Town will pay eighty three (83%) of the applicable premiums for employee, two person and family plans, for the BC3T20 plan, with the employee paying seventeen (17%) of the premium for that plan. For employees who select the MTB 20 plan, the Town will pay eighty seven (87%) of the applicable premium with the employee paying thirteen (13%) of the premium for that plan.

The Town and the Union will establish a joint labor/management committee composed of two union representatives and two management representatives to explore options for health insurance. Recommendations and results of the Joint Labor Management Committee will be presented to the Town and the Union for consideration. If the town puts forth a proposal for a new carrier, the Union agrees that it will bring this plan back to its membership for a vote.

During the Town's open enrollment period, employees opting not to take insurance coverage offered by the Town shall be eligible for a lump sum payment of $1,000.00 after their successful probation period. Said payment shall be made annually on the first pay period of December. In order to be eligible for such payment the employee must show that he/she has alternate coverage from a non-Town policy.

2. DENTAL INSURANCE

The Town will provide Delta Dental option 1-A to all employees and will pay 100% for the employee and 50% for 2 person and family. The maximum benefit per year will be increased to $1,000.00 per person

3. GROUP TERM LIFE INSURANCE

During the term of this Agreement the Town shall pay the premium for a group term life insurance policy in the amount equal to 1 ½ times the annual base pay for eligible employees covered by this Agreement.
The Town reserves the right to provide this life insurance through a self-insured plan or under a group insurance policy or policies issued by an insurance company or insurance companies selected by the Town.

4. TERMS OF INSURANCE POLICIES TO GOVERN

The extent of coverage under the insurance policies (including HMO and self-insured plans) referred to in this Agreement shall be governed by the terms and conditions set forth in said policies or plans. Any questions or disputes concerning said insurance policies or plans or benefits thereunder shall be resolved in accordance with the terms and conditions set forth in said policies or plans and shall not be subject to the grievance and arbitration procedure set forth in this Agreement. The failure of any insurance carrier(s) or plan administrator(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the Town, nor shall such failure be considered a breach by the Town of any obligation undertaken under this or any other Agreement. Nothing in this Agreement shall be construed to relieve any insurance carrier(s) or plan administrator(s) from any liability it may have to the Town, employer or beneficiary of any employee.

ARTICLE XVII

RETIREMENT

The Town of Belmont and its eligible employees currently participate in The New Hampshire State Retirement System in accordance with applicable New Hampshire Statutes and votes of the Town meeting.

Upon retirement, an employee with a minimum of 20 years service to the Town will receive a one time benefit payment of $2,500.00. An employee with a minimum of 15 years service to the Town will receive a one time benefit payment of $1,750.00.

Note: Payments to be made at time of retirement.

ARTICLE XVIII

TRAVEL AND TRANSPORTATION

1. PURPOSE

   To define the policy of the Town of Belmont on travel, transportation, and the use of private automobiles in the conduct of official Town business and to establish the procedure for the reimbursement or payment of expenses connected therewith.

2. POLICY

   Employees shall be reimbursed for actual, reasonable and necessary expenses incurred by and for themselves as a result of approved travel in connection with their duties or office. Travel shall be at tourist or coach class using the most direct or economical route. Employees using private automobiles shall be reimbursed for such travel at the rate established by the Internal Revenue Code. Employees whose duties require transportation continuously and regularly, may be provided with a vehicle or receive a stated monthly allowance in lieu of reimbursement for the use of their private automobiles.

   The Town will reimburse employees for expenses associated with the execution of their job duties and responsibilities. Expenses eligible for reimbursements must be job related and may cover, but are not limited to such items as mileage, meals, lodging, toll, fees, dues, etc.

   With prior written approval from the Town Administrator, reimbursement will be made in accordance with specific policies promulgated in by the Board of Selectmen, and to the extent of budgeted amounts.

3. PROCEDURE

The Board of Selectmen or Town Administrator shall authorize travel and ascertain which employees require transportation for the conduct of their duties. They shall further determine the most economical means of providing such transportation, i.e., purchase, lease or monthly allowance, all subject to the approval of the Board of Selectmen or Town Administrator.

A. Employees needing funds for travel may request an advance. Such requests should state the purpose of travel, give a detailed estimate of expenses, and be submitted through appropriate channels to the Board of Selectmen or Town Administrator for approval.

B. Employees requesting reimbursement for travel expenses must submit their expense report within 30 days of the completion of the travel. Receipts must be attached.

C. Employees whose spouses accompany them shall be reimbursed for lodging expense not to exceed two-thirds (2/3) of the cost of a double room, one-half (1/2) the cost of lodging if meals are included in the room cost (American Plan).

D. Claims for reimbursement of expenses must be submitted on the expense report and approved by the Town Administrator.

E. Expense checks will be prepared and distributed by the Town Accountant.

4. ENFORCEMENT

Fraudulent or false expense reports are grounds for disciplinary action including discharge. Department Heads are responsible for the accuracy of the expense report. The Town Administrator is responsible for the uniform and impartial application of this policy.

5. CDL DRIVERS LICENSE

For employees required to have CDL-B and required department endorsements, the Town will reimburse the employee the amount that is above their regular operator license fee.

ARTICLE XIX

BULLETIN BOARDS

The Town shall provide space for Union bulletins at places and location where notices are usually posted by the Department for employees to read. All notices posted on such

boards shall be on Union stationary signed by an official of the Union, and shall only be used to notify employees of matters pertaining to Union affairs. The notices may remain posted for a reasonable period of time. No material shall be posted which is inflammatory, profane, obscene or defamatory to the Department, the Town or their representatives, or which constitutes election campaign material for or against any person, organization or faction thereof.

ARTICLE XX

UNIFORMS

1. Upon initial employment, each employee of the Public Works Departments shall be provided with the prescribed uniform of the department.

2. All clothing issued by the Department shall be the property of the Town and shall be returned to the Town upon termination of employment for any reason. Failure to return such items may result in the terminating employee being responsible for repayment, at original value, for all such clothing to the Town.

3. The Town shall provide cleaning of public works uniforms within the budget amount approved. In addition, each employee will receive up to three hundred (300) dollars annually for reimbursement for new work boots.

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ARTICLE XXI

NO SMOKING

It is the policy of the Town of Belmont to provide a safe and healthful working environment for employees and the general public. Accordingly, in accordance with this policy it is mutually agreed that smoking indoors is prohibited, including Town vehicles. Any area where smoking is permitted will be designated by appropriate signs. Employees failing to comply will be subject to discipline, including termination.

ARTICLE XXII

MAIL

In accordance with 18 U.S.C. 1702, et seq., and unless prior permission is given by the affected employee, Town employees shall receive any mail addressed to them unopened. For the purpose of this provision, and to the degree the Department name appears on the correspondence in addition to the name of the employee, the Department name shall be deemed part of the address and shall not be construed as authorizing the Department to open mail without the employee's prior permission.

To the degree the mail in question involves Town business, the employee shall be responsible for turning over the correspondence immediately to the appropriate

individuals so that it can be logged and the information can reach the appropriate individuals. Failure to turn over such mail in a timely fashion is grounds for discipline up to and including termination. Employees that take vacation in excess of three days must designate an individual who will be authorized to open the employees mail and scan it to determine if it contains information that must be dealt with by the Town prior to the employee's return.

ARTICLE XXIII

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 agreement 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 of 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 XXIV

SAVINGS

If any provision of the AGREEMENT is subsequently declared by legislative or judicial authority to be unlawful, unenforceable, or not in occurrence with applicable statutes, laws, ordinances and regulations of the United States of America and the State of New Hampshire all provisions of the AGREEMENT shall remain in full force and effect for the duration of this AGREEMENT and the parties shall meet as soon as possible to agree on substitute provisions.

ARTICLE XXV

DURATION OF AGREEMENT

1. This Agreement shall be effective as of, April 1, 2014 and shall remain in effect until March 31, 2017 unless otherwise terminated in accordance with this agreement.

2. This Contract will be renewed every year thereafter unless either party shall notify the other in writing one hundred twenty (120) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date; this Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

3. In the event that either party desires to terminate this Agreement, written notices must be given to the other party no less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

AFSCME - LOCAL 534

Kenneth P. Fay, Jr.

TOWN OF BELMONT

K. Jeanne Beaudin

K. Jeanne Beaudin, Town Administrator

SIGNED AND APPROVED ON: March 19, 2014

Ronald Cormier, Board of Selectmen

Ruth P. Mooney, Board of Selectmen

Jon Pike, Board of Selectmen

Appendix B.

Drug and Alcohol Testing Policy:

The Town of Belmont Department of Public Works (DPW) and members of the AFSCME Local 534, Belmont Public Works bargaining unit are committed to maintaining safe working conditions for employees and for the public. Accordingly, the Town and Bargaining Unit agree to abide by the requirements prescribed by the Drug and Alcohol Free Workplace Act, and by the U.S. Department of Transportation Federal Highway Administration Federal Motor Carrier Safety Regulations as amended and as may be amended in the future. For purposes of this agreement, all bargaining unit members shall be considered to hold safety sensitive positions and shall be subject to pre-employment, post-accident, random, reasonable suspicion, return-to-duty and follow-up testing as provided in the regulations. The Employer shall provide or make provision for alcohol misuse and controlled substances use information, training, and referral; and shall make provision for proper handling of test results, record retention, and confidentiality under the aforementioned federal regulations. The Medical Review Officer (MRO) shall be mutually approved and selected by the parties.

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

If the employee's first drug or alcohol test is positive, she/he may request a second test. If the second test is positive, the employee shall bear the cost of that test. When evaluation of a substance abuse professional determines that a rehabilitation program is required by an employee to resolve problems associated with alcohol misuse or controlled substance abuse, the employee will properly follow the prescribed program as a condition of continued employment with the Town. Any cost of rehabilitation or counseling not covered under the employee's health insurance plan shall be borne by the Employee.

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

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

If an employee loses his/her driving license or CDL for a period longer than 90 days as a result of a motor vehicle or other violation while off-duty, the Employer may at its sole discretion, offer another position to the employee, if available. The employee would be

eligible only for the pay rate applicable to the position offered. If another position is not available or the employee is not qualified for an open position, the employee may be terminated.

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

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

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