

COLLECTIVE BARGAINING AGREEMENT

TOWN of BEDFORD

and

BEDFORD POLICE UNION

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

January 1, 2009 to December 31, 2013

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 14th day of January, 2009, by and between the BEDFORD TOWN COUNCIL, hereinafter referred to as the "Town," and the State Employees Association of New Hampshire, Inc., Service Employees International Union, CTW, CLC, 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, dispatchers, and clerks, but excluding all other employees of the Bedford Police Department including but not limited to the Chief, the Deputy Chief, Captains, Lieutenant, 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. Probationary employees shall remain on probation at least until they are certified by the New Hampshire Police Standards and Training Council; until they have served a minimum twelve (12) month probationary period.

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 Association 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 Union. 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 three weeks 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 two weeks, 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 one week 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 ten (10) days of the date of receipt of the Chief's decision. Within two weeks, 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 two weeks 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, s/he may appeal that decision to the Town Council in writing within two weeks of the date of receipt of the Town Manager's decision. Within two weeks, the Town Manager shall establish a hearing date on the matter on a date convenient for the Town Council. The Town Council shall schedule a hearing and render its decision in writing within four weeks of the date of the close of the hearing.

5.3.4 **Step Four:** If the grievant is not satisfied with the decision of the Town Council, he/she may appeal that decision to arbitration by notifying the Town Council of that desire within twenty (20) calendar days of receipt of the Council's decision.

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

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 As used herein, "week shall mean seven calendar days."

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 An employee may be disciplined or terminated/dismissed if there is found to be just cause for such action.

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, juvenile officer, dog officer, etc. at the discretion of the Chief can work five eight hour days followed by two (2) 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 personnel can work five (5) eight 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.

Dispatchers shall work four (4) eight 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 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 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.

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 six (6) weeks
- c. No one can choose the same shift more than two consecutive times. Bargaining unit members shall be allowed to swap their chosen six-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 six-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
Swing	5:45 PM	2:15 AM
Midnights	10:45 PM	7:15 AM

- e. For Dispatchers, 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	9:45 AM	6:15 PM
Evenings	2:45 PM	11:15 PM
Swing	5:45 PM	2:15 AM
Midnights	10:45 PM	7:15 AM

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

<u>Shift</u>	<u>Begin</u>	<u>End</u>
Days	6:45 AM	3:15 PM
Evenings	2:45 PM	11:15 PM
Swing	5:45 PM	2:15 AM
Midnights	10:45 PM	7:15 AM

- 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. 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 must have a two week notice.
- 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 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 details are those details which are for another department of town government or for a Town function, including, but not limited to the highway and recreation departments, security at election polls, etc., however, all details on town property, or with town 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 criminal 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 An appearance in any civil proceeding, quasi-judicial proceeding or related matter, such as attendance at a deposition, during an employee's off-duty hours shall be compensated by the Town at a rate equal to the difference between any payment received for attendance 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 receipt of satisfactory evidence of the amount of any payment received for attendance. 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.
- 7.9 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.

- 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. Bargaining unit members 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.

payment, retirement shall be defined as either retirement from Town service and meeting the eligibility requirements for the retirement system in which the member participates, or the completion of twenty (20) years of Town service.

Accrual Schedule – For Sergeants, Patrol and Dispatch Only (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 – For Detectives Only (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 who have already accrued sick leave hours in excess of the maximums stated above, as of the signing of this contract, shall maintain such accrued hours. No additional hours shall accrue until such time as the members accrued hours balance drops below the maximum accrual.

Bargaining unit members have the ability to trade three (3) sick days for one vacation day at any time, but must keep a minimum of ten (10) 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 call in at least 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 approved sick leave.

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 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.

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 a doctor's note certifying the illness / injury / incapacity and releasing said employee to return to work. In such instance, the employee may be prohibited from returning to work until such a doctor's note is

submitted to the Town if the Town has provided at least twenty-four (24) hours notice of the requirement to provide such medical certification.

9.3.6 Sick Leave Pay-Out

Bargaining unit members shall receive payment of the unused balance of their sick leave account upon termination for 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>@Town's will for Cause</u>	<u>Separation</u>	<u>Retirement</u>
0 to 5	\$2,100 or 25%	\$2,100 or 25%	\$4,200 or 50%
6 to 10	\$2,100 or 25%	\$5,250 or 50%	\$7,875 or 75%
11 or more	\$2,100 or 25%	\$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.

- 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 The Chief of Police may, at his discretion, grant an extension of unpaid leave for purposes cited above or may grant unpaid leave for other purpose for a period not to exceed one year. The decision of the Chief as to the approval, denial, or extension of leaves of absence shall not be subject to the grievance procedure.
- 9.4.4 At the beginning of leaves other than Military Leave, any accrued sick or vacation time must be taken at the beginning of the term of the leave.
- 9.4.5 For leaves 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 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 leave of absence for other reasons may maintain their various insurance benefits by paying the applicable premium(s) to the Town.
- 9.4.6 **Leave of Absence:** An employee may be granted a leave of absence without pay by the Town Council 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 he/she 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 **Bereavement Leave:** An employee, upon application to his/her commanding officer, will be given three (3) calendar days following the death in question, as leave of absence with full pay when a death occurs in the immediate family of the employee. Members of the immediate family are as follows: wife, husband, civil union partner, daughter, son, sister, brother, father, mother, step-father, step-mother, grandmother, grandfather, father-in-law, mother-in-law, step-son, step-daughter, and blood relative or ward residing in the same house. The word "bereavement" means "a death occurring in the immediate family of an employee."
- 9.5.1 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 January 1, 2009, salary ranges for bargaining unit personnel are set forth in Appendix A of the Collective Bargaining Agreement.

10.2 Annual Adjustments:

10.2.1 Bargaining unit members will receive an annual merit wage increase in the range of zero-to-six-percent (0% - 6%). Such annual merit wage increases will be based upon the performance evaluation process. Such process shall consist of a rating system whereby points are assigned in various criteria based upon the level of performance ranging from unsatisfactory to exceptional.

10.2.2 Subject to the provisions of Article 10.2.6, bargaining unit members who receive a "satisfactory" or "meets job requirements" on their overall evaluation for each year shall receive a minimum increase of four percent (4%) per year for each year of the remaining years of this Agreement. Individual members may also receive merit salary increases up to an additional 2% per year. Individuals shall receive a two-tenths-of-one-percent (.2%) merit increase for each evaluation criteria for which they receive a score of "exceeds requirements".

10.2.3 Bargaining unit members who have achieved the maximum compensation in their respective wage range will be limited to receiving an annual merit wage adjustment of not more than the adjustment applied to the wage range ceiling, as such adjustment is set forth in Appendix A of this Agreement. Bargaining unit members who have achieved the maximum compensation in their wage range will continue to be evaluated utilizing the same criteria as other bargaining unit members.

10.2.4 A member must receive at least an average evaluation in order to receive a merit pay increase. A member may grieve lack of merit pay increase and/or a below average evaluation under Article V of this Agreement.

10.2.5 Beginning in 2008, bargaining unit members shall receive their annual performance evaluations during the months of November and December. Any merit wage increase due as a result of such performance evaluation shall become effective on January 1st of the following year.

In the event that a bargaining unit member is hired, re-hired or promoted on or after October 1st of any given year, then such member shall not be eligible for a merit wage adjustment for the ensuing year.

10.2.6 The parties shall appoint a joint Labor-Management Committee to revise the performance evaluation form.

The Committee shall be comprised of the following individuals:

- o For the Union – three representatives to be designated by the Union
- o For the Town – the Chief of Police, the Director of Finance and Personnel, plus one other individuals designated by the Chief of Police

The Committee shall recommend a new evaluation form no later than July 1, 2009. If the parties are unable to reach agreement on a new, revised form, then the form currently in use shall remain in effect.

- 10.3 The Town reserves the right to hire and promote employees at any rate it may choose within the applicable range for the purpose of giving credit for prior experience. However, in no case shall a newly hired employee enter a merit pay rate for which s/he would not be eligible if all his/her experience had been gained in the Bedford Police Department.
- 10.4 New employees must complete the mandatory minimum period of employment recited in his/her initial rank prior to becoming eligible for promotion.
- 10.5 For any patrolman or detective promoted to sergeant, there shall be a six (6) month probationary period. The Town shall have the option to extend this probationary period for an additional six (6) months. The promoted officer shall be paid no less than the wage floor for the wage range assigned to the job classification of sergeant.
- 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 the effective date of this agreement, payment will not be received until after the completion of the fifth year, however longevity shall accrue from the first day of service.
- 10.8 **Educational Incentive:** Bargaining unit members shall receive an education-related incentive as outlined below:
- 10.8.1 The following schedule shall apply to extra compensation due any member of the unit for educational or experience attainment:
- a. Seven hundred fifty dollars (\$750.00) per year for an Associate's Degree in criminal justice, psychology, business, sociology, or a job related field.
 - b. One thousand two hundred fifty dollars (\$1,250.00) per year for a Bachelor's Degree in criminal justice, psychology, business, sociology, or a job related field.
 - c. One thousand seven hundred fifty dollars (\$1,750.00) per year for a Master's Degree in an approved field, said approval to be procured from the Town or the Chief.
 - 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 for up to two (2) courses per semester for a course of study leading to an Associates degree, Bachelor's degree, or Master's degree. To be eligible for reimbursement, the employee must provide proof of achieving a grade of C+ or higher, and must notify the Town by August 1 of each year of the number and approximate cost of courses which they desire to take during the upcoming calendar year.
- 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 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 the section shall be accompanied by a written explanation of the negative impact upon the operation of the department, 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 appropriate to the line of work in which the individual is employed, or which are applicable to some area of town government. The Chief of Police or his/her designee must approve each course. The Police Chief's decision is not a subject eligible to be grieved.
- 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) 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 service shall be required to reimburse the Town for such training and / or higher education expenses on a pro-rata basis. The amount of reimbursement shall not exceed \$2,500.00. The Town and the member shall execute an education tuition agreement (Appendix D) upon approval of each such course enrollment 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 designee, shall designate an acting supervisor. Said acting supervisor shall receive a five percent (5%) temporary service out of rank (TSOR) premium for all hours worked as acting supervisor. Designated acting supervisors must work as acting supervisor for at least two (2) hours to be eligible to receive TSOR premium pay.

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 thirty-four dollars (\$34.00) per hour, whichever is greater, to a maximum of forty-two dollars (\$42.00) per hour. During subsequent years of the Agreement, the rates shall increase by one dollar (\$1.00) per hour (\$35.00/\$43.00, \$36.00/\$44.00, etc).
- 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. Woodbury Court, 128 South River Road shall be grandfathered and will remain a three (3) hour minimum. Members shall be paid a minimum

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:** Effective with the signing of this contract, 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 dispatchers of the Bedford Police Department bargaining unit shall be:

<u>Year</u>	<u>Police Officers</u>	<u>Dispatchers</u>
2008-09	\$955	\$755
2009-10	\$1,005	\$805
2010-11	\$1,055	\$855
2011-12	\$1,105	\$905
2012-13	\$1,155	\$955

13.1.2 Such sum shall be paid to each bargaining unit employee on or about April 1st of each year under the following conditions:

When any member of the Department covered by this Article terminates his employment during the year for any reason, the percentage of the contract year worked shall be multiplied by the annual allowance. Should amounts actually paid to said member exceed the result of multiplying the said percentage by the annual allowance, the difference between each sum shall be deducted from the final pay for said member. Appropriate forms authorizing said deduction shall be executed by each member subject to this provision. If said final pay should be less than the amount due, the member shall immediately reimburse the Town all sums owing under this paragraph.

13.1.3 Upon initial assignment, officers who volunteer and are assigned to motorcycle patrol will be provided one (1) pair of pants, one (1) helmet and one (1) pair of motorcycle boots. The cost of the boots and pants shall not exceed six hundred dollars (\$600.00) total. Motorcycle officers shall reimburse the Town on a pro rata basis for the cost of the boots and pants if they voluntarily choose not to complete two (2) consecutive years of the motorcycle assignment.

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:** Effective November 1, 1994, there shall be established a drug testing policy. Said policy shall be administered in accordance with Appendix C.

13.5. **Bulletproof Vests:** The Town will provide six hundred dollars (\$600.00) for the purchase of a bulletproof vest for bargaining unit members who desire to utilize such vests. If purchased, the vests must be worn by bargaining unit members when they are in uniform. Vests shall be replaced as necessary due to deterioration.

At the member's option, the member may opt to purchase a vest other than the model selected by the Town for distribution. The member's selected model must be of at least similar quality. In that instance, the Town shall reimburse the member for the cost of the vest, not to exceed six hundred dollars (\$600.00). 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).

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.

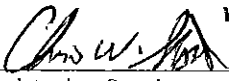
This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and together with any letters of understanding executed concurrently (or after) with the Agreement constitutes the complete and entire Agreement between the 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, 2013 or until replaced by a successor agreement, whichever is later.
- 15.2. All portions of this agreement shall be renegotiated for the period beginning, January 1, 2014 if proper notice under RSA 273-A is filed by either party to the other. Negotiations shall commence within one month of receipt of such notice, whichever is sooner.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals this 22 day of January, 2009:

FOR THE
BEDFORD POLICE UNION:



Christopher Storti,
Chapter President




Catherine Hackett,
Unit Representative

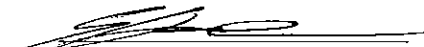
FOR THE
TOWN OF BEDFORD:



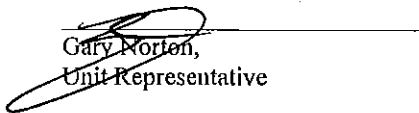
Russell R. Marcoux
Town Manager



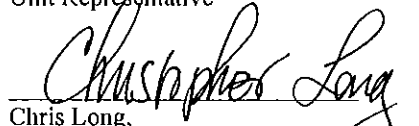
Michael Monahan,
Unit Representative



Eli Krause,
Unit Representative



Gary Norton,
Unit Representative



Chris Long,
S.E.A Negotiator / Field Representative

Appendix A:

Salary Schedule – Merit System

1. Pay scales shall consist of ranges, according to the position the member holds, with minimum and maximum rates of pay, as follows:

Contract Year 1 from January 1, 2009 to December 31, 2009 – as adjusted by the CPI-W when issued in the manner described below:

Clerk and Dispatch	\$31,587 \$15.19	to	\$43,917 \$21.11	annual hourly
Detective and Patrol	\$38,937 \$18.72	to	\$56,857 \$27.34	annual hourly
Sergeant	\$58,565 \$28.16	to	\$69,502 \$33.41	annual hourly

All Contract Years (January 1, 2009, through December 31, 2013)

For all contract years, the wage ranges for the bargaining unit shall be annually adjusted as follows:

The wage range ceiling for all classifications, as set forth in Appendix A, above, shall be adjusted by the Consumer Price Index for all Urban Wage Earners and Clerical Workers (CPI-W) for the Boston-Brockton-Nashua SMSA, as provided by the US Department of Labor - Bureau of Labor Statistics (BLS), Boston, MA Regional Office, except that such adjustment shall not be less than two percent (2%) nor greater than four percent (4%)

The CPI-W to be used in establishing the adjustment to the wage range ceilings shall be the figure reported by the BLS for the twelve month period ending December 31 of each year (the annual increase for the SMSA).

The wage range floor for the clerk/dispatch and detective/patrol classifications, as set forth in Appendix A, above, shall be increased by two percent (2%).

The wage range floor for the sergeant classification shall be established at one-hundred-and-three percent (103%) of the wage range ceiling for the detective/patrol classification, as determined by way of the CPI-W adjustment set forth herein.

2. All factors in the evaluation shall be scored. If an item is not relevant to a member's job performance, or has not been observed during the evaluation period, the item shall be scored as "satisfactory" or "meets job requirements", as appropriate.
3. The sum of the evaluation point values shall be multiplied by the applicable evaluation point value factor which shall determine the employee's percentage wage adjustment in salary for the following twelve (12) months.

4. Members who receive fewer than eight (8) marks in the "meets job requirements" or "exceeds job requirements" column shall receive no wage adjustment, nor will those who have a final evaluation score (as calculated according to the instructions on the current form) of less than eight (8) receive any wage adjustment.
5. Supervisors responsible for each evaluation shall schedule sufficient time to meet with the member and discuss the results of the evaluation. All evaluation criteria marked "Does not meet job requirements" shall be supported by previously documented examples of the reasons for not meeting those requirements. All criteria marked "Exceeds job requirements" shall be supported by written comments or documented examples supporting the result.
6. Members who disagree with their evaluation shall notify the Chief of Police within seven (7) calendar days of the evaluation meeting. Challenges to evaluations shall follow the grievance procedure outlined in the contract. Evaluations shall be grievable up to and including arbitration. The loser shall pay all costs related to the arbitration. The arbitrator shall declare one party the loser in his/her decision.
7. If a member challenges the evaluation results, the member's pay shall be adjusted upward by the amount indicated on the evaluation. If the challenge is successful, any adjustment exceeding that awarded shall be retroactive to the first pay period of the initial adjustment.
8. The Employee Performance Evaluation, which appears as Appendix C of this Agreement, shall be the exact form used for all employee evaluations, and shall not be altered except by mutual agreement of the parties.

Appendix B:

Employee Performance Evaluation Form

TOWN of BEDFORD

Employee Performance Evaluation Form

Page 1 of 2

Revised 2/11/92

Employee Name

Henry, [unclear]

Date:

Department/Division

Date of Hire/Promotion

Last Evaluation Date

PART I - Work Task Performance

For each evaluation point, mark the space in the appropriate column. For each mark in the "Exceeds Requirements" column, complete your comments, explanations, etc. on page 2 of this evaluation form. Comments are required for any mark in the "Exceeds Requirements" column.

Does not meet job requirements			Comments/Explanations
Meets job requirements			
Exceeds job requirements			
1	<input type="checkbox"/>	<input type="checkbox"/>	KNOWLEDGE - degree of knowledge necessary or related to the job, appropriate for the employee's level of experience.
2	<input type="checkbox"/>	<input type="checkbox"/>	ALERTNESS/ADAPTABILITY - ability of the employee to adapt to changes in work environment, grasp new situations.
3	<input type="checkbox"/>	<input type="checkbox"/>	DEPENDABILITY - degree to which the employee completes work in a timely manner and the supervision required.
4	<input type="checkbox"/>	<input type="checkbox"/>	DRIVE - the desire of the employee to achieve, improve skills and job performance; response to challenge.
5	<input type="checkbox"/>	<input type="checkbox"/>	COMMITMENT - the interest demonstrated by the employee in his/her work, Department, and the Town as a whole.
6	<input type="checkbox"/>	<input type="checkbox"/>	QUANTITY/INITIATIVE - measures the amount of work performed and/or initiative in doing the job, as appropriate.
7	<input type="checkbox"/>	<input type="checkbox"/>	TEAMWORK - willingness and ability of the employee to work with other employees relative to group work situations.
8	<input type="checkbox"/>	<input type="checkbox"/>	STABILITY - the ability of the employee to withstand pressure, handle crises, and demands of multiple priorities.
9	<input type="checkbox"/>	<input type="checkbox"/>	SAFETY - the degree to which the employee observes safety rules, and safe work practices in their work environment.
10	<input type="checkbox"/>	<input type="checkbox"/>	PHYSICAL PERFORMANCE - measures the employee's ability to meet the job's physical requirements; alertness, stamina, etc.
Enter the total number of marks in both the "Meets job requirements" and "Exceeds job requirements" columns. The total number of marks in this part of the evaluation must be at least EIGHT (8) to be eligible for the Base Pay Raise (Town of Bedford Administrative Code Part Per 100).			

PART II - Work Behavior Performance

For each evaluation point, mark the appropriate space in the "Unsatisfactory" or "Satisfactory" columns.

Unsatisfactory			Comments/Explanations
Satisfactory			
1	<input type="checkbox"/>	<input type="checkbox"/>	ACCURACY - the correctness of the work performed by the employee, frequency and/or severity of errors.
2	<input type="checkbox"/>	<input type="checkbox"/>	COURTESY - assesses the employee's politeness and attentiveness toward others given the work environment.
3	<input type="checkbox"/>	<input type="checkbox"/>	ATTENDANCE - regularity of daily work attendance, frequency of absences, excused or unexcused.
4	<input type="checkbox"/>	<input type="checkbox"/>	PUNCTUALITY - conformance to required work hours, tardiness, being on time for assignments and/or appointments.
5	<input type="checkbox"/>	<input type="checkbox"/>	APPEARANCE - appropriateness of the employee's appearance and dress for the work environment.
6	<input type="checkbox"/>	<input type="checkbox"/>	NEATNESS - degree to which the work area is clean and orderly, considering the nature of the work.
II	Divide the total number of "Satisfactory" marks above by 6. Multiply the result by 10 and round to the nearest whole number. Enter the result here.		

III - Base Evaluation Score

COMPLETE THIS PART UNLESS THE SCORE UNDER PART I IS EIGHT (8) OR HIGHER.

III	Divide the sum of the scores in boxes I and II by 2. Round to the nearest whole number and enter the result here. The minimum score required to be eligible for the Base Pay Raise under Part Per 100 of the Town of Bedford Administrative Code is EIGHT (8).
-----	--

TOWN of BEDFORD

Employee Performance Evaluation Form

Page 2 of 2

Revised 2/11/92

Employee Name _____

Date: _____

Department/Division _____

Date of Hire/Promotion _____

Last Evaluation Date _____

PART IV - Exceptional Work Performance

For each evaluation point in Part I (see Page 1) which was marked in the "Exceeds Requirements" column, enter your comments, descriptions, or explanations supporting that mark. Entries are required in this section for the employee to receive credit for exceptional work performance. Be as specific as possible. Use additional continuation forms if needed.

BE SURE TO GIVE THE EMPLOYEE COPIES OF ALL ADDITIONAL SHEETS, IF USED.

Employee Comments

EMPLOYEE REVIEW: I have taken part in this evaluation of my job performance and have discussed the results with my evaluator. My signature does not necessarily indicate my agreement with the results. Further, I understand that I may indicate my reservations or disagreement with the results of this evaluation on this form, and that I may request further review of this evaluation pursuant to the policies of the Town of Bedford.

Employee Signature_____
Date

EVALUATOR: I have performed my evaluation of this employee and have indicated my comments and any recommendations on this report.

Evaluator Signature_____
Date

Appendix C:

Educational Tuition Agreement

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.

1. PERIODIC TESTING:

The Town may require each bargaining unit employee to submit to a test for the presence of illegal drugs once each year. An employee tested under this policy shall receive at least sixty (60) days advance written notice of the intended test date. Tests shall not be scheduled for holidays or previously scheduled vacations. The employee shall sign for the notice. Refusal to submit to a test in the absence of timely notice shall not be the basis for discipline. Employees provided with timely written notice shall submit to the testing except for good cause shown. Good cause shall be an illness or injury documented by a doctor's certificate attesting to the illness or injury. An employee who is not tested on the intended test date may be rescheduled by the Town at its convenience or, at the Town's discretion, it may immediately send the employee to a sample collection site to provide a specimen upon his/her return to work. If the test is postponed at the Town's request, it shall afford the employee at least 60 days advance written notice of the rescheduled 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

TOWN OF BEDFORD, NH
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 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.
6. 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.
7. 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.

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EDUCATIONAL TUITION AGREEMENT
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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: _____

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

On this the _____ day of _____, 20____, before me,
_____, the undersigned officer, personally appeared,
_____, known to me (or satisfactorily proven) to be the person
whose name is subscribed to with within instrument and acknowledged that he/she
executed the same for the purposes herein contained.

In witness whereof I hereunto set my hand and official seal.

Notary Public/Justice of the Peace

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.