

Collective Bargaining Agreement

Between

The Town of Farmington, New Hampshire

and

Teamsters Local #633

For the Period

April 1, 2015 – March 31, 2017

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AGREEMENT

THIS AGREEMENT made and entered into by the Town of Farmington (hereinafter called the Town) and Teamsters Local #633 (hereinafter called the Union) representing all regular full-time and regular part-time Department of Public Works highway, transfer station, building maintenance and janitorial workers and Water and Waste Department workers.

WITNESSETH

WHEREAS: The Union is certified by the NH Public Employees Labor Relations Board as the exclusive representative of the unit employees of the Town who are in the aforementioned departments;

NOW THEREFORE: The parties hereto contract and agree with each other as a result of collective bargaining as follows: The Union represents all unit employees for the purpose of bargaining with respect to wages, hours, and other conditions of employment as defined by statute RSA 273:A-1 (XI).

ARTICLE I

RECOGNITION

- 1.1 Whenever used in this Agreement, the word "employees" shall refer only to a person or persons actively and regularly engaged in the Department's work or enrolled on the regular payroll of the Town.
- 1.2 The Town hereby recognizes that the Union, Teamsters Local #633, is the sole and exclusive representative of all employees who are part of the recognized bargaining unit, which does not include the management or supervisory employees of the Department, who have the authority to promote, discharge, discipline, or otherwise effect changes in the status of employees, for the purpose of collective bargaining. Also excluded are temporary and part-time employees. (Part-time equals less than or equal to thirty (30) hours per week.)
- 1.3 Whenever re-employments are made, or the Town hires new employees, they may, upon completion of a three (3) month probationary period, become members of the Union - Teamsters Local #633.

PAYROLL DEDUCTION

- 1.4 Upon individually written authorization of the Union employees and approved by the Union President, the Department agrees to deduct from each employee so authorized the current monthly Union dues and initiation fee, as certified to the employer by the Secretary/Treasurer of the Union, and deliver the same to the Secretary/Treasurer, prior to the end of the month. However, if any employee has no check coming to him/her or the check is not large enough to satisfy the assignments, then and in that event, no collection will be made from said employee for that week. The Union agrees for itself and its members that they will individually and collectively perform loyal and efficient work and services and use their influence and best efforts to promote and advance the interest of the taxpayers of the Town of Farmington, New Hampshire.

Further, upon individually written authorization of the Union employees and approved by the Union President, the Department agrees to deduct from each employee contributions to D.R.I.V.E. and deliver same to the Union and Treasurer.

- 1.5 All employees, following successful completion of their probationary period, must, within thirty (30) days of the date, pay to the Union an agency fee to cover the costs of the Union for representation of such employees. The amount of the fee shall be determined by the Union and must not exceed the cost of Union dues. Agency fees are payroll deductible. Procedures outlined in 1.4 apply.

- 1.6 Non-Discrimination. The Town and the Union agree not to discriminate against a member of the unit because of race, creed, color, sex, age, religion, national origin, handicap, pregnancy, marital status, or membership or non-membership in the Union.

Reasonable accommodation, as required by law, will be made regarding the employment of handicapped individuals.

ARTICLE II

WAGES AND HOURS

- 2.1 The normal work week shall consist of any work performed up to forty (40) hours in the pay period,,

- a) Employees will be given a one-week notice when permanent work week is to be changed. A schedule change shall be for at least a one-week period.

2.2 Overtime

- a) All time worked in excess of 40 hours in any one work week shall be paid at the rate of time and one-half.
- b) When an employee is voluntarily relieved from duty because of long hours of work or exhaustion as the result of Town emergencies, said employee will not be required to return to work before six (6) hours have expired

- 2.3 a) The parties may create a labor-mgmt. committee to address issues and concerns regarding staffing overtime.

2.4 Temporary Employees

Contract Service or Sub Contractors may be considered for work when economics and circumstances warrant these options to be explored.

2.5 **CALL BACK** Any person who has left their place of employ and is recalled to work prior to the next normal shift will be paid for a minimum of two (2) hours pay and/or time and a half after 40 hours .

2.6 **Travel Allowance**

The Town will reimburse employees at the IRS established rate for vehicle usage when personal vehicles are utilized for Town business. This rate shall be set in January each Year.

2.7 **ON CALL** means that an employee must have some way to be contacted to respond to emergency situations within the scope of their responsibilities. Generally on-call employees are limited in their non-work activities while they are assigned this duty. Employees assigned to be on-call after business hours and on weekends shall be paid a stipend equivalent to two hours per workweek over and above their base pay rate. This stipend will not BE USED IN THE CALCULATION OF HOURS WORKED FOR THE PURPOSE OF COMPUTING OVERTIME. When employees report to duty in response to a non-snow related emergency they will be paid a minimum of two hours for each response which will be used toward the calculation of overtime. The Department Head will assign personnel on a weekly basis to be On-Call in the Highway Department and the Water/Wastewater Department respectively.

2.8 **MODIFIED WORK SCHEDULE:** The Board of Selectmen will consider in March of each year if the Public Works employees will be switched to a 4-10hour day schedule. If approved by the Board of Selectmen the schedule will commence on April 1 and run until September 30th. The four 10 hour days will be from Monday thru Thursday with a starting time of 6AM.

This modification will not release our employees from the provisions of the ON-CALL requirement in 2.7 which will be scheduled on a rotating basis in the event an emergency need exists during off times.

ARTICLE III WAGE RATES

3.1 The Town may hire at a lower pay than is outlined herein during probation;

3.2 Any member covered by this contract who has served seven years of regular appointed duty with the Town of Farmington will receive longevity pay in accordance with the Town's Employee Handbook.

Effective in March 2015, March 2016, and March 2017 after contract ratification and approval of 2015 Annual Town Meeting the following wage adjustments will be implemented. March 2015 (3%) March 2016 (2.5%), March 2017 (2%).

ARTICLE IV

HOLIDAYS

4.1 All full-time employees, except temporary and part-time employees, shall be paid the following named holidays. Should a holiday fall on a Sunday and be celebrated on a Monday, all regular employees shall be paid for this day. Should a holiday fall on a Saturday, the preceding Friday shall be considered to be the holiday.

New Year's Day
Civil Rights Day
Washington's Birthday

Labor Day
Columbus Day
Christmas

Memorial Day
Independence Day

Veteran's Day
Thanksgiving Day
Day after Thanksgiving

- 4.2 All work performed on a holiday shall be at the rate of time and one-half over and above the eight (8) hours pay for the holiday, for all hours worked.
- 4.3 All employees shall be entitled to the holiday pay referred to in 4.1, if he/she works the regular workday preceding and following the particular holiday. Earned time taken shall constitute time worked for achieving holiday pay. Holidays shall count as a day worked for the purpose of figuring overtime.

ARTICLE V

PROMOTIONS AND TRANSFERS

- 5.1 The Town reserves and shall have the right to make promotions and transfers.
- 5.2 On the Job Training
- a) The Town shall provide a reasonable opportunity for adequate training for employees necessary to perform their assigned duties and to retain job related certifications.
 - b) The Town shall pay the cost and expense of mandated training or education, not to exceed the budgeted amount for each department every year.
 - c) Courses must be approved in advance by the Town through its Town Administrator or Department Heads. All Reasonable efforts will be made to notify employees of courses or short seminars being offered by an organization pertaining to their particular job assignments.
 - d) Payment will be made directly to the organization or school. Expenses such as room and board will be paid in advance. Mileage will be reimbursed to the employee, if they use their personal vehicle.
- 5.3 Whenever possible, promotions or transfers shall be made from the ranks of regular employees who are employed by the Department at the time of such promotion or transfer.
- 5.4 All new positions, promotions, or transfers shall be posted on the Town and Union bulletin boards for at least three (3) working days and interested employees shall have the opportunity to apply for such position, promotion, or transfer.
- a) Positions that are posted in accordance with this section will be filled as soon as possible following the closing of the search for replacements/hires for such positions.
- 5.5 All new positions, promotion or transfers shall have a probationary period of six (6) months. Pay reviewed after approval of Legislative Body.

ARTICLE VI

VACATION TIME

- 6.1 Vacation Time is an absence for vacation.. Vacation Time days can be used for a variety of purposes, including a payment in cash at the time of separation. Vacation Time is available as soon as it is "earned". The exact number of Vacation days available each year will depend on the years of service to the Town.

6.2 Vacation to track Employee Handbook

6.3 For the purpose of this policy, years of service will be years of service to the Town.

6.4 **Usage**

Vacation Day(s) may be used any time after being earned, including during an employee's probationary period. All planned absences will be mutually agreed upon by the employees and their supervisor prior to the date of absence.

Excepting emergencies, earned time may be taken in one (1) hour increments.

b) Vacation Days may be taken to cover absence for any reason, including illness, vacation, funeral, dentist or doctor visits.

6.5 Sick Leave to track employee handbook

6.6 Termination- To Track employee Handbook

ARTICLE VII

PERSONAL DAY AND PUBLIC ACTIVITY

7.1 Each employee will be entitled to two personal days per calendar year with pay. This time is additional to the earned time benefit and cannot be carried over from year to year. Each day must be scheduled with the employee's immediate Department Head.

ARTICLE VIII

DISCIPLINE AND TERMINATION

8.1 All disciplinary actions shall be applied in a fair manner and shall be consistent with the infractions for which disciplinary action is taken.

8.2 An employee may be disciplined or terminated/ if there is findings for such action. Findings shall include but not be limited to the following : (a) Fighting, (b) Insubordination, (c) Theft, (d) Destruction of Town Property, (e) Use of drugs or alcohol, (f) Drinking or use of drugs on duty, including during lunch breaks.(g) Commission of a felony, (h) dishonesty, (i) Immoral Conduct, (j) falsification of records, (k) using the position for personal gain, (l) loss of drivers license or other operators license for those positions requiring such license or permit, (m) failure to perform assigned tasks, (n) offensive conduct or language (o) repeated lack of cooperation with other employees and the public, (p) repeated unauthorized absenteeism or tardiness, (q) violation of rules and regulations All shall be subject to the grievance procedure,

8.3 Warnings, reprimands or suspensions will be placed in the employee's file no later than five (5) days after the occurrence. This file will be maintained at the Town Administrator's office. Copies shall be given to the affected employee and the Union at the time of the action.

8.4 Disciplinary actions may normally be taken in the following order:

a) Verbal warning

- b) Written warning/reprimand
- c) Suspensions without pay
- d) Discharge

ARTICLE IX

GRIEVANCE PROCEDURE

9.1 Definition

A grievance under this article is defined as an alleged violation of any of the provisions of this agreement.

NOTE: Employees who have a "complaint" must take up the complaint with their immediate supervisor verbally before they can process the complaint as a formal grievance. The immediate supervisor shall give their answer within three (3) work days. It is anticipated that nearly all complaints can be resolved informally without grievance. An employee may be accompanied by a Union member at the time of presenting a complaint.

Each grievance must be submitted in writing by the Union and must contain a statement of the facts surrounding the grievance, the provisions of this agreement allegedly violated, the relief sought, and the extent to which the grievant has sought an informal adjustment of the grievance.

9.2 Procedure

Step One - An employee desiring to process a grievance must file a written statement of the grievance to their department head no later than five (5) work days after the employee knew the facts in which the grievance is based, and in no case more than three (3) months from the occurrence. The department head shall meet with the employee within three (3) work days following receipt of the notice and shall give a written decision within three (3) work days thereafter.

Step Two - If the employee is not satisfied with the decision of the department head they may file, within five (5) work days following the decision, a written appeal with the add Town Administrator setting forth the specific reasons why he/she believes the agreement is being violated by the Town action in question. Within ten (10) work days following receipt of the appeal, the Town Administrator shall either issue a written decision or schedule a hearing. Said hearing shall be held no later than thirty (30) work days following receipt of the appeal and written decision shall be rendered within five (5) work days thereafter.

Step Three-If the employee is not satisfied with the decision of the Town Administrator they may file, within (5) five days following the decision, a written appeal with the Board of Selectmen setting forth the specific reasons why he/she believes the agreement is being violated by the town action in question. Within ten (10) work days following receipt of the appeal, the Board of Selectmen shall either issue a written decision or schedule a hearing. Said hearing shall be held not later than thirty (30) work days following receipt of the appeal and written decision shall be rendered within five (5) work days thereafter.

Step Four - If the employee is not satisfied with the decision Board of Selectmen the Union may file, within twenty (20) work days following the receipt of the decision of th Board of Selectmen, a request for arbitration to the Tri - State Arbitration Association or American Arbitration Association on a rotating basis under their rules and regulations. The decision of the arbitrator shall be final and binding on the parties.

- 9.3 The cost of arbitration shall be borne equally by the parties.
- 9.4 The foregoing time limitations may be extended by mutual agreement of the parties.
- 9.5 Failure of the grievant to abide by the time limits set out in this article shall result in the grievance being deemed settled on the basis of the last decision made by the appropriate "hearing officer" on behalf of the Town.
- 9.6 The employee/grievant has the right to be represented at all steps of the grievance procedure.

ARTICLE X

UNIFORMS and TOOLS

- 10.1 Town will provide up to \$200 per person for the purchase of uniforms. Uniforms shall consist of pants and shirts and the town will designate certain vendors to purchase from as to provide a like appearance for staff . \$100 will also be provided for staff to purchase safety toe boots.

ARTICLE XI

SAFETY

- 11.1 The Town endorses the concept of safety and hereby pledges that it will, to the maximum degree practical, maintain safe working conditions for the employees within the unit
- 11.2 The Town agrees to furnish raincoats and rain boots for all employees for whom such issues is necessary. All replacements of previous issue shall be made only when an article is turned in or exchanged for the one issued.
- 11.3 The Town shall furnish work gloves when needed for all work on existing sewer lines, brush, and refuse collection. Work gloves will be replaced on a direct exchange basis.
- 11.4 DOT MEDICAL CARD/PHYSICAL: Federal Regulations require folks who possess or wish to possess a Commercial Drivers License (CDL) the requirement to keep a current and valid medical card on file with the Department of Motor Vehicles if you wish to maintain a commercial license. If the Town of Farmington requires you to possess a CDL as a condition of employment, the Town will then pay for the DOT Physical Exam and Medical Card. This Card is generally valid for a 24-month period, in that time if an individual leaves the employment of the Town of Farmington under any circumstance then the cost of the Physical and Medical Card will be prorated and the remaining cost of the Physical & Medical Card paid for by the departing employee.

ARTICLE XII

STRIKES AND LOCKOUTS

- 12.1 Under no circumstances will the Union cause, encourage, sponsor, or participate in any strike, sit-down, stay-in, stay-out, sick-in, sick out, work slowdowns, withholding of services or any curtailment of work or restriction or interference with the operation of the Town.

ARTICLE XIII

BEREAVEMENT LEAVE

- 13.1 Bereavement leave of three (3) working days with pay between the date of death and the date of the funeral inclusive shall be granted an employee in the event of death of his/her:

Spouse
Father
Mother
Father-in-law Significant other
Sister
Brother
Child
Mother-in-law

or

A relative domiciled in the employee's household.

- 13.2 Special leave of two (2) working days with pay, for the purpose of attending the funeral, may be granted an employee in the event of the death of his/her:

Grandchild
Grandmother
Grandfather
Sister-in-law
Brother-in-law

- 13.3 Under extenuating circumstances, two (2) additional days with pay may be granted with written approval of the Department Head and Town Administrator; such days to be charged to the employee's vacation time leave.

ARTICLE XIV

WORKERS' COMPENSATION and DISABILITY INSURANCE

- 14.1 Workers' Compensation to track employee handbook
- 14.2 Wage Continuation – Short Term Disability Insurance to track employee handbook
- 14.3 Wage Continuation – Long Term Disability Insurance to track employee handbook

ARTICLE XV

HEALTH INSURANCE

- 15.1 Health Insurance

Effective January 1, 2015, all bargaining unit members shall participate in the Northern New England Benefits Trust (NNEBT) health, dental, and Rx coverage, unless an employee opts out of coverage.

Beginning January 1, 2015 the Town agrees to contribute 88% of the premium paid.

Beginning January 1, 2016 the Town agrees to cap its 88% of the Town's contribution to the premium paid by an increase of no more than 4%.

Beginning January 1, 2017, the Town agrees to cap its contribution to the premium paid in 2016 by an increase of no more than 4%. (SEE NOTE*)

NOTE* Towns 88% contribution as base in 2015
2015 Health Insurance Single \$624.93, 2-person \$1,395.65, Family \$1,525.10
2016 4% Cap on Base Single \$649.93, 2-person \$1,454.60, Family \$1,585.07
2017 4% Cap on Base Single \$675.93, 2-person \$1,512.79, Family \$1,648.48

15.1a The Town and Teamsters agree to a Medical Buyout of 25% of the 88% paid on Medical Health Insurance offered not including Dental

15.1b The Town shall make available to employees 125 Plan Health Care and Dependent Care Flexible spending accounts.

ARTICLE XVI

LIFE INSURANCE

16.1 Effective on the date of signing of this Agreement, the Town shall provide, at no cost to the employee, life insurance equal to one (1) year's base salary, up to a maximum of \$50,000 with the usual and customary double indemnity.

ARTICLE XVII

DEFERRED COMPENSATION

17.1 The Town shall provide payroll deductions to a 457 B Deferred Compensation Plan provided by the town.

ARTICLE XVIII

BULLETIN BOARDS

18.1 The Town shall provide space for a bulletin board for the posting of notices of the Town and departments addressed to the employees and for notices of the Union addressed to its members. The department shall locate its bulletin board at a convenient place. No notices shall be posted in or around the Town property except on such boards.

ARTICLE XIX

MANAGEMENT RIGHTS

19.1 The parties agree that all the rights and responsibilities of the Town which have not been specifically provided for in this agreement are retained in the sole discretion shall include but not limited to the following: (a) the right to direct employees; to determine qualifications, promotional criteria, hiring criteria, standards for work, and to hire, promote, transfer, assign, retain employees in positions; and to suspend, demote, discharge or take other disciplinary actions against an employee for proper and just cause, subject to the other provisions of this agreement including grievance and arbitration; (b) the right to relieve an employee from duty because of lack of work; (c) the right to take such action as in its judgment it deems necessary to maintain the efficiency of the Town's operation; (d) the right to determine the means, methods, budget, and financial procedures, and personnel by which the Town's operations are to be conducted; (e) the right to take such actions as may be necessary to carry out the missions of the Town in case of emergencies; and (f) the right to make rules, regulations and policies not inconsistent with the provisions of this agreement.

- 19.2 It shall also be the right of the Union, however, to present and process grievances of its members whose wages, hours or working conditions are changed in violation of this agreement as a result of management exercising the above mentioned rights, whenever such grievances exist.

ARTICLE XX

UNION BUSINESS

- 20.1 The Union shall provide the Town with the names of the employees holding Union Office.
- 20.2 Town employees acting as representatives of the Bargaining Units shall be given a reasonable opportunity to meet with the Town, or its designees, during working hours without loss of compensation or benefits.
- 20.3 Every effort will be made to schedule negotiating sessions at a time which does not conflict with the scheduled work of employees who are members of the Union's collective bargaining team. In the event that employees, not to exceed two in number, who are members of the Union's negotiating team, are scheduled for work at a time during which a collective bargaining meeting will be held, said employees will be permitted to participate in negotiations without loss of pay.

ARTICLE XXI

SENIORITY

- 21.1 Seniority may prevail in matters concerning lay-offs and recall. Qualified and available laid-off employees shall be reinstated before new employees are hired following a lay-off. This preference shall expire after 12 months.
- 21.2 No employee shall have the right of replacing another employee except that in the event of a permanent lack of work. Those employees concerned may exercise their seniority for work for which they are qualified.
- 21.3 Until a new employee has served the six month probationary period, it shall be deemed that he/she has no seniority status, and he/she may be discharged or laid off with or without cause, and such discharge or lay-off shall not be subject to grievance procedure.
- 21.4 An employee shall not forfeit seniority during absences caused by:
- a) Illness resulting in total temporary disability due to his/her regular work with the Department, certified to by an affidavit from Workers' Compensation Carrier, including non-work connected disability up to requirements set forth on FMLA or State Statute.
- 21.5 An employee shall lose his/her seniority for, but not limited to, the following reasons:
- a) Discharge
 - b) If he/she resigns.
- 21.6 The employee's present seniority as of the effective date of this contract shall be the only type of seniority.

ARTICLE XXII

FAMILY, MEDICAL & MILITARY LEAVES OF ABSENCE

- 22.1 General Provisions

Under the provisions of the Family and Medical Leave Act of 1993 ("FMLA"), all employees who worked at least 1,250 hours during the prior twelve (12) months are entitled to take not more than twelve (12) work weeks unpaid FMLA leave of absence in a twelve (12) month period (as defined below) in the event of:

- a) the birth of a child in order to care for the child (leave must be taken within twelve (12) months of the birth);
- b) an adoption or foster care placement of a child in order to care for the child (leave must be taken within twelve (12) months of the placement);
- c) a serious health condition of the employee's parent, spouse, minor child, or adult child when the ill person is not capable of self-care and the employee is needed for such care; or
- d) a serious health condition of the employee which results in the employee's inability to perform his or her job.

As stated above, an eligible employee is entitled to a total of twelve (12) work weeks of leave during any twelve (12) month period. That twelve (12) month period is defined as a "rolling" twelve (12) month period measured backward from the date an employee begins any FMLA leave. Each time an employee begins a FMLA leave, he is eligible to use any of the maximum of twelve (12) weeks leave not used in the prior twelve (12) months. For example, if an employee has used eight (8) weeks of FMLA leave during the twelve (12) months prior to a new leave request, the employee is then eligible to take an additional four (4) weeks of leave. As further example, if an employee takes four (4) weeks of FMLA leave beginning September 1, 1994, and four (4) weeks of FMLA leave beginning December 1, 1994, an employee requiring additional FMLA leave on March 1, 1995, would have four (4) weeks of FMLA leave available. In other words, the number of weeks which an employee has available upon the beginning of a FMLA leave shall be twelve (12) weeks less the number of FMLA leave weeks taken in the twelve (12) month period prior to the beginning of the current FMLA leave (the "Available Leave Weeks").

FMLA leaves for the birth or placement for adoption or foster care of a child, as described in paragraphs A and B above, must be taken all at once unless otherwise agreed to by the Town Administrator. If medically necessary, FMLA leaves due to illness as described in paragraphs C and D above may be taken on an intermittent or reduced leave schedule. If FMLA leave is requested on this basis, the Town Administrator may require the employee to transfer temporarily to an alternate position which better accommodates periods of absence or a part-time schedule, provided that the position has equivalent pay and benefits.

When a FMLA leave is approved, an employee's accrued, unused earned time will be included as part of the twelve (12) week leave requirement for an A, or B FMLA leave listed above. For example, an employee with two (2) weeks accrued, unused earned time is required to use that time before taking not more than ten (10) additional unpaid weeks. In addition, for type A or B FMLA leave the employee may at his/her option utilize accrued unused earned time to cover any period of otherwise unpaid leave. For type D leave, an employee eligible for Short Term Disability may use unused accrued earned time to supplement the difference between the Short Term Disability benefit and his/her regularly weekly wages, exclusive of overtime. In the event an employee exhausts Short Term Disability benefits or in the use of a type C leave an employee must use any accrued unused earned time in excess of forty-five (45) days and further provided may convert such days in excess of forty-five (45) to "sick days" at the rate of one earned time day for two "sick days."

When an employee requests any leave of absence which qualifies as leave under the FMLA, the Town Administrator may designate such leave as FMLA leave upon written notification to the employee.

22.2 Status of Employee Benefits

While on FMLA leave, employees may continue to participate in the Town's group health insurance in the same manner as employees not on FMLA leave. In the event of unpaid FMLA leave, an employee shall pay to the Town Finance Director the employee's share of any medical insurance premiums once per month in advance on the first day of each month. For contributions to a flexible spending account, if any, during any unpaid FMLA leave, such amounts must be withheld from the employee's last paycheck or checks. In the event that the employee elects not to return to work upon completion of a FMLA leave of absence, the Town may recover from the employee the cost of any payments to maintain the employee's medical coverage, unless the employee's failure to return to work was for reasons beyond the employee's control.

Benefit entitlements based on length of service will be calculated as of the last paid work day prior to the start of the leave of absence; for example, an employee on leave will not accrue vacation. At the end of an authorized FMLA leave, an employee will be reinstated to his or her original or a comparable position.

22.3 Basic Regulations and Conditions of Leave

The Town will require medical certification to support a claim for FMLA leave for an employee's own serious health condition or to care for a seriously ill child, spouse or parent. For the employee's own medical leave, the certification must include a statement that the employee is unable to perform the functions of his or her position. For FMLA leave to care for a seriously ill child, spouse or parent, the certification must include an estimate of the amount of time the employee is needed to provide care. In its discretion, the Town may require a second medical opinion and periodic recertification at its own expense. If the first and second opinions differ, the Town, at its own expense, may require the binding opinion of a third health care provider, approved jointly by the Company and the employee.

22.4 Notification and Reporting Requirements

When the need for FMLA leave is foreseeable, such as the birth or adoption of a child, or planned medical treatment, the employee must provide reasonable prior notice, and make efforts to schedule leave so as not to disrupt Town operations. In cases of illness, the employee will be required to report periodically on his or her FMLA leave status and intention to return to work. At the expiration of any FMLA leave due to the employee's own illness, the employee must present a written authorization from his/her doctor stating that the employee is ready to return to work.

22.5 Procedures

- a) A Request for Family and Medical Leave of Absence Form must be originated in duplicate by the employee. This form should be completed in detail, signed by the employee, submitted to the Town Administrator or his/her designee for proper approvals. If possible, the form should be submitted thirty (30) days in advance of the effective date of the FMLA leave.
- b) All requests for FMLA leaves of absence due to illness must include the following information attached to a completed Request for Family and Medical Leave of Absence Form:

Sufficient medical certification stating:

- 1) the date on which the serious health condition commenced;
- 2) the probable duration of the condition; and

- 3) the appropriate medical facts within the knowledge of the health care provider regarding the condition.

In addition, for purposes of FMLA leave to care for a child, spouse, or parent, the certificate should give an estimate of the amount of time that the employee is needed to provide such care. For purposes of FMLA leave for an employee's illness, the certificate must state that the employee is unable to perform the functions of his or her position. In the case of certification for intermittent FMLA leave or FMLA leave on a reduced leave schedule for planned medical treatment, the dates on which such treatment is expected to be given and the duration of such treatment must be stated.

22.6 Coordination with Maternity Leave

The Town provides employees a leave of absence for the period of temporary physical disability resulting from childbirth and related medical conditions. A maternity leave begins when an employee is medically determined to be disabled and ends when medically determined to be able to return to work.

Maternity leave will be treated in the same manner as a type D FMLA leave of absence; that is, the employee is required to exhaust accrued, unused earn time followed by use of unused vacation and personal days, respectively, as may be needed time before taking any unpaid leave. However, maternity leaves are not limited by any measure other than the period of medical disability.

An employee who uses less than the Available Leave Weeks for type D leave for maternity may take additional type A FMLA leave after the end of the disability period for a period not to exceed the Available Leave Weeks.

22.7 Coordination With Other Company Policies; Reference to FMLA and Federal Regulations

In the event of any conflicts between this policy and other Town policies, the provisions of this policy shall govern. The FMLA and the FMLA federal regulations issued by the U.S. Department of Labor contain many limitations and qualifications for entitlement and governance of FMLA leave not stated herein. The terms of the FMLA and the FMLA federal regulations are incorporated herein and will be applied in all instances of requested or designated FMLA leave.

22.8 Military Duty Pay

a.) Military leave, not to exceed two weeks shall be granted to full time employees when required to serve on active US Reserves or National Guard duty. The employee shall receive the difference between his/her military base pay and regular pay upon documentation of his/her military base pay. The Board of Selectmen will consider extenuating circumstances on an individual basis.

When employees are activated for duty for longer the 180 days, they shall be responsible for their own health coverage. The accrual of benefits cease until they return, although the time on active duty will count towards seniority and rate of vacation accrual.

ARTICLE XXIII

JURY DUTY

- 23.1 An employee called to serve on a Jury Panel will notify the Town (immediate supervisor) as soon as they become aware of such obligations.

- 23.2 If the called employee is in a critical position or has other reasons why he/she cannot serve, the Town will assist in seeking to have said employee excused.
- 23.3 If required to serve, the Town will pay said employee at their regular straight time rate of pay for the period the employee is required to serve.
- 23.4 The employee will provide the Town with documentation and shall assign to the Town any and all monies received from the Court for such service.
- 23.5 A status change will be processed by the employee's respective Department head in order to take and be compensated for Jury Leave.

ARTICLE XXIV

SEVERABILITY

- 24.1 In the event any provision of this agreement in whole or in part is declared to be illegal, void, or invalid by any Court of competent jurisdiction or any administrative agency having jurisdiction, all of the other terms, conditions, and provisions of this Agreement shall remain in full force and effect to the same extent as if that provision had never been incorporated in this Agreement and in such event, the remainder of this agreement shall continue to be binding upon the parties hereto.
- 24.2 The parties agree to sit down to attempt to reconcile the problem relative to the invalidated provision of this Agreement within 30 days from the date of the decision which invalidated such section of the Agreement.

ARTICLE XXV

EFFECT OF AGREEMENT

- 25.1 This instrument constitutes the entire Agreement of the Town and the Union, arrived at as a result of collective bargaining negotiations, except such amendments hereto as shall have been reduced in writing and signed by the Parties.
- 25.2 The Parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands with respect to any subject or matter not removed by law from the area of collective bargaining and that the understanding and agreements arrived at by the Parties after the exercise of that right and the opportunity are set forth in this Agreement. Therefore, the Town and the Union, for the life 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 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 that they negotiated or signed this Agreement.

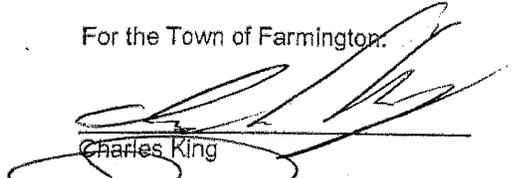
ARTICLE XXVI

DURATION OF AGREEMENT

- 26.1 This Agreement shall be in full force and effect from and after April 1, 2014 and shall expire on March 31, 2015.

IN WITNESS WHEREOF, the parties have executed this Agreement this *on 1/5/15*

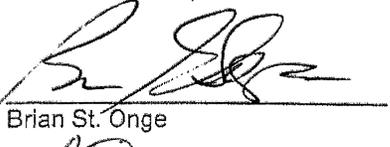
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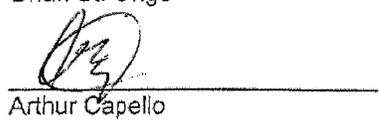
Charles King



Paula Proulx

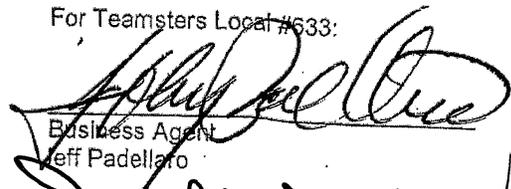


Brian St. Onge

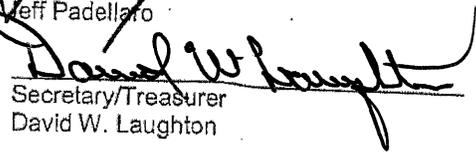


Arthur Capello

For Teamsters Local #633:



Business Agent
Jeff Padellaro



Secretary/Treasurer
David W. Laughton