Print Form

Form R-1

State of New Hampshire
Public Employee Labor Relations Board

Public Employer Report Form:

Effective June 4, 2013, the Public Employee Labor Relations Act (N.H. RSA 273-A) requires that "[w]ithin 14 days after a legislative body votes on a collective bargaining agreement or a fact finding report, the result of such vote shall be reported by the public employer to the board, which shall maintain a record of such information and provide an annual summary report to the speaker of the house of representatives and the senate president." See RSA 273-A:16, V (Chapter 36, HB 178)

If your local legislative body has voted on a collective bargaining agreement or a fact finding report, please provide the required information by completing and returning this form to the Public Employee Labor Relations Board at [current PELRB email address] within 14 days of the vote. ***Contact the New Hampshire Public Employee Labor Relations Board with questions about completing this form.***

1. Name of Public Employer: Town of Farmington NH
2. Name/Position of Person filing this report: Arthur Capello-Town Administrator
3. Bargaining Unit Type, choose from drop down menu:
4. Union or Bargaining Unit Representative: NEPBA, Local #212
5. Type of Legislative Body, choose from drop down menu: Town Meeting
6. Date legislative body voted on collective bargaining agreement and result:

   Date: 3/2017 *Approved:* ☒ *Rejected:* ☐

7. Date legislative body voted on fact finding report and result:

   Date: ☐ *Approved:* ☐ *Rejected:* ☐ *Not Applicable* ☐

Notes: Parties to collective bargaining must file a copy of their collective bargaining agreement with the Public Employee Labor Relations Board as per N.H. RSA 273-A:16, I. Also, fact finders must file a copy of the fact finder's report with the Public Employee Labor Relations Board as per N.H. Admin. Rule Pub 305.03 (c).

Reset Form

AGREEMENT BETWEEN THE

TOWN OF FARMINGTON, NEW HAMPSHIRE

AND THE

FARMINGTON POLICE UNION
NEPBA, LOCAL #212

April 1, 2017 to March 31, 2020

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ARTICLE 1

AGREEMENT, PURPOSE AND NON-DISCRIMINATION

1. This agreement between the Town of Farmington, New Hampshire (hereinafter called the "Town") and the Farmington New Hampshire Police Union, New England Police Benevolent Association (NEPBA). Local #212 (hereinafter called the "Union"), is made and entered into on this day.

2. The general purpose of this Agreement is to set forth agreements reached between the Town and the Union with respect to wages, hours, and other terms and conditions of employment.

3. The Town and Union agree not to discriminate against a member of the Unit because of race, creed, color, sex, age, religion, sexual orientation, marital status, familial status, physical or mental disability, genetic information, national origin, ancestry, or Union status.

ARTICLE 2

RECOGNITION

1. The Town recognizes the Farmington New Hampshire Police Union affiliated with NEPBA Local No. 213 (hereinafter called the "Union"), as the exclusive bargaining agent for:

   All full time permanent members of the Town's police department to include the following:

   Patrol Officers (Detectives)
   Corporals
   Sergeants

2. The term "employee" as used herein refers to members of the unit as listed above.

3. All new full-time appointees for those positions covered by this agreement shall serve a one (1) year probationary period after successful completion of the police academy and FTO period but not to exceed eighteen months from date of hire. All full time appointees who have satisfactorily completed the probationary period shall be known as regular employees.

4. The Town has the right to discipline and or discharge a probationary appointee without recourse by the Union.

5. Appointees while on probation shall be entitled to the same benefits as regular employees, unless otherwise provided in this agreement.

ARTICLE 3

EXCLUSION

1. This Agreement excludes the ranks of:

Chief of Police
Lieutenant
Animal Control Officer
Secretaries
Crossing Guard(s)

ARTICLE 4

MANAGEMENT RIGHTS

For the purposes of this Agreement, the Town, the Department and the Chief of Police or his designee shall constitute a representation of the management of the Town of Farmington, New Hampshire.

1. Except as otherwise expressly and specifically limited by the terms of this AGREEMENT, the TOWN 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 Town or any part of the Town. The rights of the employees in the Union hereunder are limited to those specifically set forth in this AGREEMENT, and the Town retains all prerogatives, functions, and rights not specifically limited by the terms of this AGREEMENT. The Town shall have no obligation to negotiate with the Union with respect to any such subjects or the exercise of its discretion and decision making with regard thereto any subject covered by the terms of this AGREEMENT and closed to further negotiations for terms hereof, and any subject which was or might have been raised in the course of collective bargaining, but is closed for term hereof.

2. Without limitations, but by way of illustration, the exclusive prerogatives, functions, and rights of the Town 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 determine the need for a reduction or an increase in the work force.

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

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

E. To assign and distribute work.

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

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

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

3. The exercise of any management prerogative, functions or rights which is not specifically modified by this AGREEMENT, is not subject to the grievance procedure, to arbitration or, as set forth above, to bargaining during the term of this AGREEMENT.

ARTICLE 5

NO STRIKE

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 slowdown of any kind while on duty, multiple resignations, withholding of services or any curtailment of work or restriction of interference with the operations of the Police Department of the Town of Farmington during the term of this AGREEMENT. In the event of any such activity, the Town shall not be required to negotiate on the merits of the dispute which gave rise to such activity until any and all such activity has ceased. Further, the Town may, at its option, institute any or all proceedings in court, at law, or in Equity, or in Arbitration as it may choose.

2. In the event that any of the activities described above, or any generically similar activities occur, then the members of this Union shall individually and in their capacity as Union Officers immediately call upon each participant and urge an immediate end to such activities. It is understood that any employee violating this Article shall be subject to immediate discharge.

ARTICLE 6

UNION BUSINESS

1. Within forty-eight (48) hours of its election, the Union shall notify the Chief and Town Administrator of the names and titles of those holding union office.
2. The union will designate one (1) of its members to process any grievance that might arise from the terms of this contract. That designee shall be allowed to process any grievance during his regularly scheduled shift with no loss of pay. That designee must request time in advance from the Chief or his designee to process the grievance. Said grievance processing time shall not exceed forty-five minutes without the permission of the Chief.
3. The Union shall inform the scheduling officer of the dates and times of negotiating sessions and the names of those team representatives who will be in attendance. For the purposes of negotiating sessions no more than one member of the negotiating team will be allowed to be on duty during that session.
4. The Town will allow a Union bulletin board which will be located in the department in a mutually agreed upon location. The Union will be responsible to insure that the bulletin board is used only for union business.

ARTICLE 7

UNION DUES

1. Deduction Right - The Union shall have the exclusive right to the deduction and transmittal of Union dues on behalf of each member.

2. Authorization of Deduction - A member may consent in writing to the authorization of the deduction of Union dues from his/her wages and to the designation of the Union as the recipient thereof. Such consent shall be a form acceptable to the Town and shall bear the signature of the employee. An employee may withdraw his/her authorization for the deduction of Union dues by giving a least 30 (thirty) days notice in writing to the Town. A copy of the dues revocation shall be forwarded to the Union.

3. Transmittal of Dues - The Town shall deduct dues from the pay of employees who request such deduction in accordance with this Article and transmit such funds to the Treasurer of the NEPBA together with a list of employees whose dues are transmitted.

4. Indemnity - The Union shall indemnify and save the Town harmless from any and all claims, demands, suits, or any other action arising under this Article, which are caused by the Union.

5. Agency Fees - . The Union does not require employees to join. However a great deal of work is applied to accomplish the Agreement. Employees who chose to not join the Union are entitled to the benefits herein, pursuant to NH Law. The Union shall charge a "shop fee" to those members who chose not to join. The fee will be consistent to the applicable membership dues as voted upon by the Union Executive Board upon approval by a favorable vote from the body of membership. The Union holds the Town harmless in this practice. It is the sole responsibility of the Union to collect fees from the employee.

ARTICLE 8

GRIEVANCE PROCEDURE

1. The purpose of the procedure set forth hereinafter is to produce proper and equitable solutions to grievances. All grievances will be handled as provided in this Article.

The parties agree that such procedures shall be kept as informal and confidential as may be appropriate for the procedural level involved. Nothing in this AGREEMENT shall prevent any employee from individually presenting any grievance to his/her employer, without representation of the Union, provided that the adjustment is not inconsistent with the terms of this AGREEMENT, and. provided, further, that the Union may be present at Grievance meetings (other than Level 1) and state its position of the Grievance if the employee so desires. Those Grievances reduced to writing and resolved without Union representation shall be documented and forwarded to the Union within ten (10) working days.

2. The following definitions shall apply for the purposes of this AGREEMENT:

   A. Grievance shall mean a complaint by an employee that the Town has interpreted and applied the AGREEMENT in violation of a specific provision thereof.

   B. An aggrieved employee shall mean the employee making the complaint.

   C. The Town, shall mean the Town of Farmington

   D. For purposes of this Article, "working days" shall mean Monday through Friday, exclusive of the holidays set forth in Article 16.

3. A matter which is not specifically covered by this AGREEMENT, or which is reserved by law so long as same is not in conflict with any provision of this AGREEMENT is not subject to the arbitration procedure. Only grievances as defined above may be arbitrated under this provision.

4. Since it is important that Grievances be processed rapidly as possible, the number of days indicated at each level shall be considered as maximum. The time limits specified maybe extended only by prior written mutual agreement.

The UNION, when requested by an employee, may assist him or her in processing a grievance~ In so assisting the employee, the Union shall be given the opportunity to discuss the matter with the employee and any other employees who may have information bearing on the matter, prior to presenting the grievance. The Union will be notified of the scheduled time and duration of this procedure, which shall not interfere with department business.

5. Individuals of the Union or the Union may seek review of, action on, and remedies for grievances either through court action and/or the formal grievance procedure as hereinafter provided for.

6. Levels of ***Grievance***:

A. **Level 1 - Oral (supervisor):** The aggrieved employee shall first present the Grievance to the Lieutenant or designee within ***five (5)*** working days of the day the aggrieved employee knew, or should have known, of the event, or events, on which the Grievance is based. The Lieutenant or designee shall respond to the aggrieved employee within ***five (5)*** working days of the presentation of the Grievance.

B. **Level 2 - Written (Police Chief):** If the Grievance is not resolved to the satisfaction of the aggrieved employee by the Lieutenant or designee, then within five (5) working days, it shall be reduced to writing, signed by the employee, and forwarded to the Police Chief. The Police Chief shall schedule and meet with the aggrieved employee within eight (8) working days. The Police Chief shall then respond within five (5) working days of said meeting.

C. **Level 3 - Written (Town Administrator):** If the Grievance is not settled to the satisfaction of the aggrieved employee at level 2, the aggrieved employee may submit a

written grievance to the town Administrator within ten (10) working days of the due date for response at level 2. The Administrator and the aggrieved employee shall meet within ten (10) working days of submission of the Grievance. The Administrator shall submit a written response within five (5) working days of said meeting.

D. **Level 4 - Written - (Board of Selectmen):** If the grievance is not settled to the satisfaction of the aggrieved employee he/she may submit it to the Board of Selectmen within ten (10) working days after the due date from the response for level three. The Board and Aggrieved employee will meet within fifteen (15) working days of submission of the grievance and the Board shall issue its response within ten (10) days of the meeting.

ARTICLE 9

ARBITRATION

1. If the grievance has not been resolved to the satisfaction of the aggrieved employee, the employee may, by giving written notice to the Town, within ten (10) working days after the end date of the meeting referred to in Level 4, submit the grievance to Arbitration. Such notice shall be addressed in writing to the Board of Selectmen.

2. In the event that the union elects to proceed to Arbitration, the Board or its Designee, and the union will endeavor to agree upon a mutually acceptable arbitrator and obtain a commitment from said Arbitrator to serve. If the parties are unable to agree upon an Arbitrator or to obtain a commitment to serve, the Grievance shall be referred to the American Arbitration Association by the union no later than twenty (20) days after the receipt of the notice of submission to Arbitration, Section 1. In such event, the Arbitrator shall be selected in accordance with the Rules of the American Arbitration Association, then applicable to voluntary labor Arbitration.

3. The costs for the services of the Arbitrator, including per diem expenses, if any, and actual and necessary travel, Subsistence expenses and the cost of the hearing room shall be borne equally by the parties. Any other expenses shall be paid by the party incurring same.

4. Questions of arbitrability are not waived and may be raised by either party in Arbitration or any other appropriate forum. The function of the Arbitrator is to determine the interpretation and application of specific provisions of the agreement. There shall be no right in Arbitration to obtain and no Arbitrator shall have any power or authority to award or determine any change in, modification or alteration of, addition to, or deletion from any other provisions of this Agreement.

The Arbitrator may, or may not, make his award retroactive to the initial filing date of the Grievance as the equities of the case may require.

5. Each Grievance shall be separately processed to any Arbitration proceeding; hereunder unless the parties otherwise agree.

The Arbitrator shall furnish a written opinion specifying the reasons for his decision. The decision of the Arbitrator, if within the scope of his authority and power within this Agreement shall be final and binding upon the union and the Town and the aggrieved employee who initiated the Grievance.

ARTICLE 10

DISCIPLINARY ACTION

1. Disciplinary actions may include an oral or written warning or reprimand, suspension without pay, reduction in pay which would only occur in conjunction with any demotion or re-assignment, probation counseling, remedial training, close supervision, or termination.

2. Examples of circumstances which are causes for disciplinary actions are contained in the "General Rules of Conduct" for the Farmington Police Department. Further nothing in those rules and regulations examples shall limit the charges against an employee because the alleged act or omission does not specifically appear in the manual, order of the department or in the laws and ordinances that the department is responsible to enforce.

Levels of Discipline:

Depending on the level of the violation of the "General Rules of Conduct" the Chief, Town Administrator or Board of Selectmen may use whatever level of discipline it deems appropriate for the offense. Those levels include:

a. **Oral or Written Reprimand:** Said reprimand will contain a statement of the offense, and the steps necessary for correction of the issue. Said reprimand will be reviewed by the parties and signed off and placed in the employee's personnel file. If the employee refuses to sign off, this will be noted on the reprimand and be placed in the employee's personnel file. Said reprimand may be appealed to the Town Administrator within 5 days and he shall render a decision within 3 working days.

b. **Suspension without pay:** The Chief, with the concurrence of the Town Administrator

may suspend an employee for a period up to ten working days for an offense. If the Chief and Town Administrator feel the safety of the employee, the public or other employees may be at risk they may take immediate action. If such immediate suspension is given the Town Administrator shall notify the Chairman of the Board of Selectmen within 48 hours.

c. **Discharge:** The Board of Selectmen has the authority to discharge an employee for cause.

ARTICLE 11

SENIORITY

Definition: For the purposes of this agreement Seniority shall be defined as the length of continuous employment in the Police Department.

1. If any employee voluntarily resigns from the department he shall lose all his/her seniority.

2. Should there be a reduction in department personnel covered by this agreement, the employee with least seniority, within their rank in the department, shall be laid off first and recalled in inverse order of layoff.

3. An employee laid off shall retain his/her seniority rights for time served for 1 (one) year. If said employee is offered reemployment, the employee must notify the Chief or his designee in writing of his/her intention within 2 (two) weeks of notification of the rehiring opportunity.

4. The Department will prepare a seniority list on or about January 1st of each year and provide a copy to the Union for posting on its bulletin board.

5. Seniority shall be applied, subject to the needs of the Department as determined by the Chief, in determining vacation time.

6. Patrol Officers shifts are based upon seniority. However, Patrol officers are not allowed to bid on the same shift in consecutive rotations. Patrol Officers are not allowed to bid on the same hours more than two (2) rotations consecutively. All other current department rules shall apply in determining shift rotation.

ARTICLE 12

PERFORMANCE EVALUATIONS

1. Members of the bargaining unit will undergo two (2) written performance evaluations in a calendar year (May and November). Evaluations are used to evaluate overall performance of individual employees. Performance evaluations are utilized to determine training needs and may also be used to assist the Selectmen on an annual basis to determine differential pay recommendations.

2. Performance evaluations are not subject to the grievance procedure. Employees shall have the ability to attach a comment to any annotation should they chose to do so. An exception to the Grievance Procedure is outlined in Article 23 Wages and Compensation with regards to the pay increase and Level advancement.

3. All performance evaluations must be submitted to the employee no later than thirty (30) days following the rating period. At the completion of the November process, the Chief of Police will have an additional fourteen (14) days to review. The Chief will then notify the Board of Selectmen all of the employees who met the requirements for a merit based increase of pay and Level advancement as outlined in Article 23 Wages and Compensation. Employees who achieve an overall score of eighty percent (80%) or greater during the Final Review during the month of November shall receive a full merit based increase of pay and Level advancement.

ARTICLE 13

PROMOTIONS

1. The promotional process and promotion of Officers is a fundamental management right that provides for the efficient operation of the department as well as upward movement for qualified candidates.

2. The Farmington Police Department agrees that it shall conduct a promotional process that is fair, equitable, job related and nondiscriminatory. The process shall consist of a written exam, oral board, and at the discretion of the Chief of Police, an assessment center.

3. The Chief of Police, with the approval of the Board of Selectmen, shall select a candidate for promotion from a list of three (3) highest scores. If there are less than three (3) candidates who sign up for the promotional process or no candidate attains an acceptable score, the Chief of Police, with the approval of the Board of Selectmen, may waive the process and select an Officer for promotion.

ARTICLE 14

TRAINING OPPORTUNITIES

1. When the Department makes the decision to offer training, they will first form an eligibility list, so that interested candidates may sign up for the training.

2. The Department will post a training announcement in writing at least two weeks prior to the date the training will take place. In the event that the Department is notified of a training opportunity less than the required two weeks, the Department shall post the opportunity as soon as practical.

3. In the event that the training is geared toward a specific position (i.e. Sergeants, School Resource Officer, Detective) the Department may post the training exclusively to those positions. The department shall use the eligibility list to select a candidate to attend the training.

4. If the department feels that an Officer is in need of remedial training a posting will not be necessary and the Department may send that Officer at their discretion.

ARTICLE 15

OUTSIDE DETAIL

1. An outside work assignment or detail is an assignment that is outside the scope of service normally provided by and paid for by the Farmington Police Department.

2. All outside details will be paid to members of the bargaining unit at the following rates.

   $44.00 per hour

3. There is a 4 (four) hour minimum for outside details worked for private companies, contractors or organizations. There is no minimum and officers will be paid for actual hours worked at time and one-half (1-1/2) for details worked for the Town of Farmington, Farmington S.A.U. or the 500 Boys and Girls Club, and/or any bonafide charity recognized as a non-profit organization under the Unites States Internal Revenue Service (IRS) guidelines and designation.

4. Outside details are filled on a perpetual rotation. An officer will be permitted to accept only one (1) outside duty detail before the list makes one full rotation regardless of acceptance or refusal.

5. If the outside detail assignment is cancelled two (2) hours or less prior to the assignment the officer shall be paid for four (4) hours at the then current rate for outside duty; or two (2) hours at the then rate for outside duty for any Town of Farmington work, Farmington S.A.U. or the 500 Boys and Girls Club, and any bonafide charity recognized as a non-profit organization under the Unites States Internal Revenue Service (IRS) guidelines and designation.

ARTICLE 16

HOLIDAYS

1. All employees covered by this agreement shall be granted all below listed federally recognized holidays with pay:

New Year's Day
Martin Luther King, Jr./Civil Rights Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Day

2. Unauthorized absences shall result in loss of holiday pay for the adjacent holiday. "Unauthorized absence" is defined as calling in sick the day before, the day of, or the day after the holiday, unless the employee provides a doctor's note to substantiate his or her illness.

3. All employees shall receive holiday pay in the amount equivalent to eight (8) hours of pay at their base hourly rate.

All holidays will be paid out in one lump sum on the last pay period in November. If an employee loses some portion of his or her entitlement holiday pay due to an unauthorized absence after receiving the lump sum payment, the employee's accrued vacation leave shall be deducted as repayment.

ARTICLE 17

TIME-OFF BENEFITS

1. Vacation:

A. Regular and probationary employees shall earn paid vacation time on an accrual basis and shall be entitled to take vacation time after approval by the Chief or his designee.

B. Employees shall provide the Chief with at least two (2) weeks written notice prior to the time that they wish to use vacation time. The Chief shall grant or deny the request at his sole discretion based upon the needs of the department within three (3) days after receiving the request.

C. **ACCRUAL:** Accrual shall be calculated on a monthly basis beginning on the first day of the month closest to the date of hire. Vacation accrual shall be at the following rates for all bargaining unit members:

From	To	Total Monthly Accrual
1st Anniversary	6th Anniversary	6.67 Hours
6th Anniversary	8th Anniversary	10.00 Hours
8th Anniversary	10th Anniversary	10.67 Hours
10th Anniversary	12th Anniversary	11.33 Hours
12th Anniversary	14th Anniversary	12.00 Hours
14th Anniversary	16th Anniversary	12.67 Hours
16th Anniversary	Separation	13.34 Hours

D. When vacation time is used, the time accrued first will be calculated to be used first.

E. **Accumulation:** Up to 120 hours accrual may be accumulated by an employee and carried over from year to year. Vacation hours accrued above 120 must be used or sold back to the Town by December 31st or they are lost. Employees intending to sell vacation hours accrued above 120 hours back to the Town must notify the Town by December 15th. Such vacation hours will be purchased by the Town at the rate 75% the employee's base rate of pay. Upon separation, all authorized earned vacation time will be paid to the employee at the rate of 100%.

F. **Service Interruption:** Employees who transfer from one department to another or who are promoted will not interrupt continuous service for the purpose of vacation allowances. Unless specifically authorized by the Board of Selectmen, employees who return to Town service after separation will have the new orientation day considered as

their date of hire for purposes of benefits except in the following situations: during periods of unpaid leave of absence, layoff, suspension or military leave of more than 10 days, all accumulation of benefit time will be suspended and will resume upon return to active employment.

G. **Minimum Usage**: Employees must use at least forty (40) hours of vacation time per year, unless the application of this subsection is waived by the Chief of Police.

2. Sick Leave:

A. Employees will be granted one (1) sick leave day per month beginning on the month closest to the date of hire. Total accrual allowed shall be sixty (60) days.

B. Sick leave may be used for the employee's personal illness, therapeutic care or physical incapacity. It may also be used in the event that any employee's spouse, parent or child is physically incapacitated to a degree that the employee is required to attend to such person described above.

C. In order to qualify for sick leave the employee must notify his/her supervisor, the Lieutenant or the Chief of Police at least two (2) hours prior to the start of his/her shift. The Chief may waive this requirement at his sole discretion for an extenuating circumstance.

D. The Chief of Police may require medical documentation for any illness of three (3) or more consecutive working days or in any case where he suspects abuse of sick leave. Further, the Chief may require medical documentation when an employee requests sick leave to care for a spouse, parent or child.

E. Upon separation, except when an employee has been terminated for just cause, the employee or their estate shall receive payment for accumulated sick leave as follows:

After 1 year of service up to 10 years	1/4 of accumulated days
After 10 years and beyond	1/2 of accumulated days

3. Personal Days:

A. Each employee shall be granted two (2) Personal Days each calendar year. Personal days are not accumulative and must be used in the calendar year in which it is earned. No compensation shall be granted to the employee for unused Personal Days.

4. Leave of Absence Policy:

A. Injury Leave: The Town maintains a Worker's Compensation Plan as well as Short and Long Term Disability Insurance policies. All attempts will be made to return employees to work in a light duty status as required by law.

B. Military Leave: Military leave, not to exceed two (2) 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 than 180 days, they shall be responsible for their own health coverage. The accrual of benefits will cease until they return, although the time on active duty will count toward steps, seniority and rate of vacation accrual.

C. Jury Leave: Jury leave shall be granted to regular employees when required to be at the courthouse for the hours that are required including travel to the court. The employee shall receive the difference between his/her jury pay and regular pay upon documentation of his/her jury pay. Jury time will count toward step increases, seniority, benefits and rate of vacation accrual. The employee is expected to work during regular work hours for which the employee is not required to be at the courthouse while on jury leave.

D. Bereavement/Emergency Leave: In the event of death of a parent spouse, live-in significant other, brother, sister stepbrother or stepsister, stepchild or child of an employee, the employee may be granted three (3) days of absence with full pay. These days are not counted as sick leave, vacation or personal days.

In the event of the death of an extended family member in the third degree of relationship to the employee or second degree of relationship of the employee's spouse or significant other, including such relatives as step-parent, step-brother, step-sister, grandparent or grandchild, one day of bereavement leave with full pay will be granted.

In either case, up to two (2) additional days may be used from vacation or personal days with the approval of the Department Head or the BOARD OF SELECTMEN.

E. Emergency Leave: Emergency leave may be granted by the Board of Selectmen for up to three (3) days of bona fide emergency situations not covered through bereavement leave if the Employee has no vacation or personal time available. These days would be later deducted for the employee's vacation days as they accrue.

F. FMLA: All employees covered under this agreement are entitled to the Town of Farmington, NH's FLMA policy when applicable.

5. **Compensatory Time:**

A. Employees, with the express permission of the Chief, may earn compensatory time in lieu of earning overtime pay for overtime hours worked. Compensatory time shall be accrued at the rate of one and one-half (1 ½) hours for each overtime hour worked and, when used as time away from work, shall be paid out at the employee's regular rate for the time period when so used.

B. Employees covered under this agreement shall be allowed to accumulate up to ***40*** hours of compensatory time.

C. Compensatory time may be use as paid time off upon request from the Employee and approval of the Chief of Police or his designee. Compensatory time is not eligible to be cashed out, except upon separation.

ARTICLE 18

WORKER'S COMPENSATION BENEFIT

The Town shall provide Workers' compensation coverage for all employees covered by this agreement as prescribed by NH Statute and regulations.

1. When an employee is absent from work as a result of injury or illness directly arising out of and in the course of his employment for the Town he shall be entitle to receive the workers' compensation benefit provided by the Town's insurer.

2. An employee who is receiving payments under the Workers' compensation law may supplement said payment by use of any other leave or benefit to which he may be entitled.

3. In no case shall the Workers' Compensation payment and any supplement paid in two (2) above equal more than 100% of the employee's regular straight time rate of pay.

4. When an employee is receiving Workers' Compensation, every attempt will be made by the Town to provide temporary alternate duty on either a full time or part time basis if medically feasible.

ARTICLE 19

UNIFORMS and EQUIPMENT

1. **Initial Uniform and Equipment Issue Upon Appointment**

   a. The Town will provide the initial uniform for newly appointed employees. Such uniforms must be secured from approved suppliers.

   b. In the event that employment is terminated for any reason, the employee will return all Department uniforms and equipment to the Department.

3. The Chief or his designee will prepare and maintain a standard required uniform list for the department. If the Town changes the standard uniform, the Town shall provide the new uniform at no cost to the member.

4. The Town shall provide a $250.00 (two hundred and fifty dollar) Uniform allowance to those officer(s) performing plain clothes assignments (Detectives) upon their initial appointment. Each year thereafter the Town shall provide a $100.00 (one hundred dollar) Uniform allowance to the employee(s) until such assignment is terminated. The Town shall provide a $200.00 (two hundred dollar) Uniform allowance to those officer(s) performing duties assigned as the School Resource Officer. Each year thereafter the Town shall provide a $75.00 (seventy five dollar) Uniform allowance to the employee(s) until such time the assignment is terminated.

5. All Department uniforms and equipment as well as personal property which is required by the Town, as determined by the Chief of Police, will be replaced by the Town if stolen or irreparably damaged during the course of duty.

6. In order for the Town to consider replacement, the employee must furnish the following in written case report: Item (submit item in the case of damage); date purchased; where purchased; and cost. The report must be submitted to the shift supervisor by the conclusion of the shift on which the loss occurred. After replacement is made, the employee must submit a receipt for the replacement article. This receipt will be processed for payment by the Town. The Town agrees that every effort will be made to seek reimbursement through the Court process.

ARTICLE 20

INSURANCE - Health –Dental-Life-Disability

Insurance: Regular employees who work over thirty-five (35) hours per week shall be entitled to participate in the Town's group health, life, medical, dental and disability insurance plans.

A. **Health:**

1. The Town of Farmington shall offer ***two insurance products as options*** covered under this agreement:
   - ***AB20(01S)-R10/25/40M10/40/70/3K(S)***
   - ***ABSOS25/50/3KDED(01S)-R10/25/40M10/40/70/5K(S)***

   (The MT Blue SOS product will also be offered with a contribution by the town of 25% for deductible costs and is exclusive to this insurance product only.)

2. ***The employee shall pay 17.5% of the premium***

3. Employees may opt out of the medical insurance plan so long as they present proof of employer-sponsored coverage for themselves and other eligible family members. Those employees who choose this option shall receive from the Town, in equal monthly installments, an amount equal to ***25%*** of the cost of coverage by the Town. In order for this benefit to be implemented, the Town will first have to ascertain that the Town's savings are greater than the amount of buyout it provides.

4. In the event the Town finds similar health insurance other than the plan described in this agreement, at a lower cost to the Town and the Employee, the Town shall notify the Union 60 days prior to the proposed implementation date so that the Union may exercise due diligence in determining that levels of coverage are similar to the current plan offered and respond to the Town no longer than 30 days from the Town's initial official notification.

5. Notwithstanding the foregoing, the Town and the Union agree that if any portion of the parties' negotiated health insurance plan will trigger the application of the so-called "Cadillac Tax," as it may be amended, the parties shall also follow the procedure below:

i. It is agreed that the Town or Union may immediately reopen this Agreement solely for the purpose of negotiating any changes in the health insurance plan that may be necessary to avoid the application of the Cadillac Tax to the Town or any plan administrator, insurer, risk pool or plan participant, or to assure that the plan is legally compliant. An initial bargaining session shall be held within ten (10) business days of a request to reopen, unless another schedule is agreed to by the parties. The Union shall

assist the Town in obtaining plan design and pricing information from insurance providers.

ii. If within ninety (90) days of either party's request to reopen this Agreement, the parties are unable to agree on changes in the health insurance plan necessary to avoid the Cadillac Tax and/or achieve legal compliance, then the issue shall be submitted to expedited binding interest arbitration. The interest arbitration shall proceed as follows:

1. The parties agree that the special nature of this issue may require an arbitrator with specific knowledge of the Affordable Care Act; therefore, the parties will make every effort to mutually agree on an arbitrator with such specialized knowledge. If the parties cannot agree upon an arbitrator, an arbitrator shall be selected using the procedures described in Article 9.2 (Step 4).

2. The interest arbitration hearing shall be held no later than thirty (30) days after either party declares that the reopened negotiations on health insurance are at impasse, unless otherwise agreed to by the parties.

3. The Town and the Union shall each submit to the selected arbitrator a proposal for modifying the negotiated health insurance which shall avoid the Cadillac Tax. The Town and the Union shall exchange their proposals not less than ten (10) days prior to the arbitration hearing.

4. The arbitrator shall be empowered to select either the Town's proposal or the Union's proposal ("final offer" arbitration) and is expressly not empowered to fashion his or her own modifications to the negotiated health insurance plan.

B. Dental:

1. The Town shall provide Dental Insurance through the Delta Dental Program.

2. Employees shall be responsible for paying 50% of the Premium.

3. The Town shall be responsible for paying 50% of the Premium.

C. Life Insurance:

1. The Town shall provide to all employees covered under this agreement group term life insurance coverage to no cost to the Employee.

2. Insurance shall be provided in an amount equal to the Employee's base salary, not to exceed $50,000.00 of coverage.

D. **Disability Insurance:**

1. During the life of this agreement, the Town shall continue to provide Short Term Disability (STD) and Long Term Disability (LTD) at no cost to the Employee.

ARTICLE 21

SUPPLEMENTAL RETIREMENT BENEFIT

A. The Town shall allow employees covered under this agreement to participate in the Town's ICMA Supplemental Retirement program at no cost to the Town.

B. The Employee shall be responsible for paying 100% of contributions into the Supplemental Retirement Account.

C. The Town shall allow for Payroll deduction to accommodate this benefit.

ARTICLE 22

SEPARABILITY

In the event any provision of this agreement in whole or in part is declared to be illegal, 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.

ARTICLE 23

WAGES & COMPENSATION

A. **Workweek & Compensation Procedures:**

1. **Workweek:** The workweek shall commence on Sunday and conclude on Saturday.

2. **Overtime Pay Procedures:** For the purpose of computing overtime, hours worked shall mean only hours actually worked. Overtime shall not include hours compensated by vacation pay, holiday pay, personal day, sick leave and military or jury pay or other compensation which does not reflect hours actually worked. With express approval of the Chief and as set forth in Article 17(5), employees may earn up to forty (40) hours of compensatory time in lieu of overtime pay.

3. **On-call Pay:** Generally, on-call employees are limited in their activities while they are assigned to this duty. Employees who are assigned to be on-call after normal business hours and on weekends shall be paid a stipend equivalent to two (2) hours per workweek over and above their base pay rate. This stipend will not be used in the calculation of total hours worked for the purpose of computing overtime pay.

4. **Court:** Employees required to appear in Court on official Town business or any other Department related business (such as but not limited to ALS proceedings, depositions, or court proceedings), shall be paid a three (3) hour minimum at the overtime rate, and time and one half for any hour beyond that. Said employee shall be required to assign any court fees received to the Chief of Police or his designee for said appearance in court. The time actually worked or the three (3) hour minimum, whichever is greater, shall be considered time worked for the purpose of calculating overtime.

5. **Mileage:** Only travel actually performed in the employee's personal vehicle in the course of Town duties is reimbursable. Necessary travel for Town duties shall be reimbursed at the Internal Revenue Service rate plus any charges for tolls or parking. No travel expenses shall ever be allowed between an employee's residence and their department office or post of duty.

6. **Meals:** No Town employee or official shall be reimbursed for meals except when on official business, travel status involving an overnight stay or when attending a meeting or training session out of state.

   a. Meal reimbursement will only be made for meals consumed by the employee and may not exceed $15 for breakfast, $20 for lunch, and $35 for dinner.

   b. The Employee must present a receipt for the meal in order to be reimbursed.

   c. Alcoholic beverages shall not be reimbursed.

B. **Shift Differential:** All employees covered under this agreement shall receive a shift differential as described below:

0600 – 1600	Base Rate of Pay (No Differential)
1600 – 2200	Base Rate of pay plus $1.00 per hour
2200 – 0600	Base Rate of Pay plus $1.50 per hour

C. **WAGES:**

April 1, 2017 through March 31, 2020:

Both parties have agreed that the adjustments made to employee wages will fall within the following parameters. Performance evaluations are not subject to the grievance procedure. Employees may, however, grieve their placement on the Pay Scale, as set forth below and in Article 12, based on their performance evaluation and the evaluation may be used as evidence in that grievance proceeding.

Attached is the Salary Pay Scale (appendix A). This scale shall be paid to all members covered under this agreement who meet the desired goals identified during their performance review. In 2017, if a successful evaluation is achieved, pay will be rewarded as of January 1, 2018. In 2018, if a successful evaluation is achieved, pay will be awarded as of January 1, 2019. In 2019, if a successful evaluation is achieved, pay will be awarded as of January 1, 2020.

ARTICLE 24

LONGEVITY

Longevity Pay: After five (5) or more years of service, a regular employee shall receive an annual longevity payment per the following schedule:

Year 5	$300.00
Year 10	$400.00
Year 15	$700.00
Year 20 and beyond	$1,000.00

Longevity will paid in a lump sum payment during a pay period in the month of December. If an employee voluntarily leaves the employment of the Town prior to December of any year, they will receive a prorated portion of any longevity pay to which they are entitled.

ARTICLE 25

DURATION

1. It is mutually agreed that the terms of this Agreement shall be in effect for the period of April 1, 2017 to March 31, 2020 the terms and conditions of this Agreement shall remain in effect until a successor agreement is executed. In such a situation, the Town will engage in negotiations with the Union regarding the retroactivity of unresolved cost items excluding those over which the Town and Union have no control. In the event that the Affordable Care Act penalty provisions become effective during the terms of this agreement, the parties will agree to reopen Article 20 for the purpose of negotiating any changes which may have impositions of [penalties or changes to both sides.

2. It is mutually agreed that negotiations on a successor agreement will commence on or before July 15, 2019. Intention to bargain by either party shall be by written notice on, or before, June 15, 2019.

3. The monies needed to fund this Agreement in each year of its term must be appropriated annually at a Town Meeting duly warned for that purpose. Should an Annual Meeting fail to appropriate all of the monies necessary to fund this Agreement in any given year of its term then and in that event either party may reopen negotiations on all or part of the entire Agreement and this Agreement shall be deemed expired at the end of the term for which monies have been appropriated.

Appendix A

See attached

While assigned to the position of Detective, officers shall receive a 3% increase in his or her base rate of pay.

FOR THE UNION:

Richard Brabazon,
Chief Negotiator
NEPBA, Local 212

Matthew W. Embrey, President
NEPBA, Local 212

FOR THE TOWN OF FARMINGTON:

Arthur Capello,
Town Administrator
Town of Farmington, NH

Charlie King, Chairman
Farmington, NH Board of Selectmen

Date of Tentative Agreement: December: 12-1-16

Date of Union Body Approval: December 12/18/17

Date of Select Board's Approval: December 1/2/17

Appendix A

		Current Pay Rate as of:	Immediate Adjustment	2017-2020 Contract Period Rates contingent on achieving a score of 80 or better on the previous year performance evaluation. These numbers will not apply to officer that have not achieved a score of 80 or better on the previous year performance evaluation.		
Patrolmen	**Hire Date**	**1/1/2017**	**4/1/2017**	**1/1/2018**	**1/1/2019**	**1/1/2020**
Keefe	4/15/16	$18.00	None	$18.45	$18.91	**$21.37**
Guilbault	4/5/16	$17.52	None	$17.96	$18.41	**$20.87**
Carey	3/28/16	$18.00	None	$18.45	$18.91	**$21.37**
Ruggiero	11/10/15	$18.00	None	$18.45	$18.91	**$21.37**
Lam	11/8/15	$18.00	None	$18.45	$18.91	**$21.37**
Frye	6/29/15	$18.25	None	$18.71	$19.17	**$21.63**
Doty (SRO)	8/11/14	$18.50	None	**$21.48**	$22.01	$22.56
McNulty	6/24/13	$20.00	**$22.00**	$22.55	$23.11	$23.69
Detectives						
Langley (Base)	11/4/13	$20.00	**$22.00**	$22.55	$23.11	$23.69
3% Detective Stipend		$20.60	**$22.66**	$23.23	$23.80	$24.40
Sergeants						
Driscoll	2/18/07	$23.50	**$25.50**	$26.14	$26.79	$27.46
Gore	4/12/12	$22.75	**$24.25**	$24.86	$25.48	$26.11
Embrey	7/1/08	$23.00	**$24.77**	$25.39	$26.03	$26.68

- Starting on January 1, 2018, and every January 1st in the contract period, if an officer achieved a score of 80 or better on their previous year's performance evaluation he/she will receive a 2.5% raise.
- On the first January 1st that an officer is off of their contract they will instead receive at $2.46 raise provided that they have achieved a score of 80 or better on their previous year's performance evaluation.