

Collective Bargaining Agreement
Between
The Town of Farmington, New Hampshire
and
Teamsters Local #633

For the Period

April 1, 2023 - March 31, 2025

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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

- 11 Whenever used in this Agreement, the word "employees" shall refer to non-probationary and probationary persons and/or person actively and regularly engaged in the Department's work and enrolled on the regular payroll of the Town, except those excluded in Section 1.2.
- 12 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.)
- 13 Whenever re-employments are made, or the Town hires new employees, they may, upon completion of a six (6) 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.

The Union shall indemnify and hold the Town harmless from any and all claims, demands, suits,

or any other action arising under this Article.

- 1.5 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, mental or physical disability, pregnancy, marital status, familial status, sexual orientation, genetic information, ancestry, 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.
- b) Employees will receive a paid lunch. Straight 8 (20 minutes paid must be on sight)
- c) Employees will receive \$10.00 for lunch if worked 14 continuous hours per event

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
- c) Water and Wastewater will be used secondary depending on staffing levels and needs of the town.

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

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 a minimum of two (2) hours at his or her base pay or time and a half if the employee's forty (40) hour work week has been attained. The time actually worked or the two (2) hour minimum, whichever is greater, shall be considered time worked for the purpose of calculating overtime.

2.6 Travel Allowance

The Town will reimburse employees at the IRS established rate for use of personal vehicles for Town business, so long as such use is approved in advance by the Town Administrator

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 of four hours of overtime pay 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 three hours for each response which will be used toward the calculation of overtime. The Department Head will assign a single person to be On-Call for all departments.

2.8 **MODIFIED WORK SCHEDULE:** By the first Board of Selectmen's first meeting in May, the Board of Selectmen will consider if the Public Works employees will be switched to a 4-10 hour day schedule for some portion of the summer months. The duration of the 4-10 schedule shall be within the Board of Selectmen's discretion. If approved by the Board of Selectmen, the four 10 hour days will be from Monday thru Thursday with a starting time of 6 a.m.

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. If a newly hired employee's job offer states that he or she will receive a specific wage increase upon satisfactory completion of his or her probation, the Town shall honor that commitment as long as the specific wage increase stated in the job offer that was approved by the Board of Selectmen and the employee has met any preconditions set forth in the job offer.

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 2024, and March 2025 after contract ratification and approval of 2023 Annual Town Meeting the following wage adjustments will be implemented on the first full payroll after the March Town Meeting. March 2024 (3.0%) March 2025 (2.5%).

3.3 Employees for wastewater and water required to have State of New Hampshire Licensing for in the Area of Collections, Distribution, or Treatment shall have the following added to their hourly base Rate:
\$0.50 Per/Hour per Grade for Water Distribution License
\$0.50 Per/Hour per Grade for Water Treatment License
\$1.00 Per/Hour per Grade for Wastewater Treatment License

- 3.4 The employee may receive a merit increase at the determination of the Board of Selectmen. These raises will not replace annual bargained-for raises and will be given only for merit based performance. Whether to provide such a merit increase and the amount of the merit increase shall be within the Board of Selectmen's sole discretion and shall not be subject to the grievance procedure.

For example, but not by way of limitation or commitment, the Board may determine to provide an employee with a merit increase if the employee demonstrates initiative beyond his or her minimum job requirements and/or receives an exemplary performance evaluation.

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	Labor Day
Civil Rights Day	Columbus Day
Washington's Birthday	Veterans' Day
Memorial Day	Thanksgiving Day
Juneteenth	Day after Thanksgiving
Independence Day	Christmas

Note: Any Holiday the town adopts will be added to the Holiday Schedule

- 4.2 All hours actually worked during the twenty-four (24) day of a holiday, as set forth in Article 4.1, shall be paid at the rate of time and one-half over, in addition to the eight (8) hours pay for the holiday.
- 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, ON THE JOB TRAINING, 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 paid time off that 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.
- a) 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
- 6.7 Vacation Day will count towards overtime hours from November 15th to April 15th.

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, (I) loss of driver's license or other operators license or certifications for those positions requiring such license, certification, 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 of the discipline. 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. Documentation of verbal and written reprimands shall be removed from an employee's file after (3) years, providing there is no other discipline imposed during the (3) years.
- 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

Notwithstanding the foregoing, the Town reserves the right, in its discretion, to decide whether and what disciplinary action will be taken, for just cause, in a given situation.

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 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 five (5) 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 of the Board of Selectmen the Union may file, within twenty (20) work days following the receipt of the decision of the Board of Selectmen, a request for arbitration to the Tri - State Arbitration Association or American Arbitration Association on a rotating basis under their labor rules and regulations. The arbitrator shall not have the power to add to, ignore, or modify any of the terms or conditions of this Agreement. The arbitrator's decision shall not go beyond what is necessary for the interpretation and application of the provisions of this Agreement. The arbitrator shall not substitute his or her judgment for that of the parties in the exercise of rights granted or retained by this Agreement. The parties agree that questions of arbitrability are not waived and that such questions shall be submitted to the arbitrator for his or her decision. 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 by the Union at all steps of the grievance procedure.

ARTICLE X

UNIFORMS and TOOLS

- 10.1 Effective April 2024 and for each subsequent year of the contract the Town will provide up to \$550 per person for the purchase of uniforms, safety toe boots, raincoats, rain boots and/or a coat. 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.

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 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.
- 11.3 DOT MEDICAL CARD/PHYSICAL: Federal Regulations require folks who possess or wish to possess a Commercial Driver's 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	Sister
Father	Brother
Mother	Child
Father-in-law	Mother-in-law
Significant other	

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	Sister-in-Law
Grandmother	Brother-in-Law
Grandfather	

- 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 as bereavement 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, 2023, all bargaining unit members shall be eligible to participate in the Northern New England Benefits Trust (NNEBT) health, dental, and Rx coverage, unless an employee opts out of coverage.

Beginning January 1st of 2024 and in January of each subsequent year of the contract, the Town agrees to contribute 88% of the employee's premium costs for Single, 2-person, Member & Child(ren), Member & Spouse, or Family coverage in the NNEBT plan. The Town's contribution to employee premium costs shall be limited to and not increased by more than 6% above the previous years contribution rate.

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 upon proof that an employee is enrolled in alternative employer-sponsored coverage.

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

15.2 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 elected 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.

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;
 - b) 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

MILITARY LEAVES OF ABSENCE

22.1 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 ceases 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, 2023 and shall expire on March 31, 2025.

IN WITNESS WHEREOF, the parties have executed this Agreement on 5/8/2023

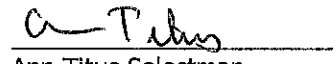
For the Town of Farmington


Gerald Vachon Select Chair


Charlie King Select Vice Chair

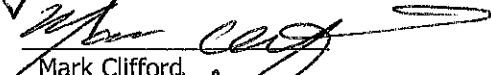

Douglas Staples Selectman

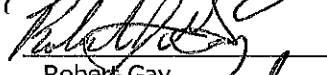

Penny Morin Selectman


Ann Titus Selectman

For Teamsters Local #633


Jeffery Padellaro


Mark Clifford


Robert Gay


Jason Forbes