



MEMORANDUM

From the office of Town Administrator Peter R. Flynn

Date: July 17, 2015

From: Peter Flynn

To: Board of Selectmen

Subject: Change of Payment Agreement Policy for PD

As you can see, Chief Brace has revised the agreement to conform with the earlier advice of Atty. Mayer with reference to amending the language of the Officers Employment pertaining to the training reimbursement costs.

At the time of the preparation of the agenda books we hadn't revised again the further advice from Counsel which was received this morning.

The Chief will have those corrections made and inserted in the latest agreement document.

We will have a new copy for Tuesday evening's meeting.

I recommend that the Board authorize the language change and vote to implement the change and therefore make this the adopted final approval.



Message

Thu, Jul 16, 2015 12:02 PM

From: "Barton L. Mayer" <bmayer@uptonhatfield.com>

To: Peter Flynn

Subject: RE: Labor Question

Peter—

I asked Lauren to look this over and discussed it with her. She indicated this should not be a problem, but the language should be cleared up by changing the wording as follows:

“...36 month period payment for any and all currently accrued vacation and personal time shall be applied to the balance due the town.”

You could say “under the promissory note,” as there is such a note referenced in the agreement. It is not entirely clear why you need a promissory note where you have the contract.

If this is intended to be a standard form, you may want to make it gender neutral(e.g., “he/she or him/her”).

Why is the figure in paragraph 3 different from the figure in the 4th whereas clause?

Finally, the last sentence in para. 7 should be modified: “The candidate also recognizes **and agrees....**”

Bart

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T R A I N I N G A G R E E M E N T

THIS AGREEMENT is entered into this ___th day of July, 2015, by and between (NAME), of NEW BOSTON, NEW HAMPSHIRE, hereinafter "Candidate" and the TOWN OF NEW BOSTON, NEW HAMPSHIRE hereinafter "Town of New Boston":

WHEREAS, the candidate has been appointed to the position of Full-Time Police Officer and will start said employment on (DATE);

WHEREAS, the Town of New Boston has accepted the Candidate's application and, among other things, the Town of New Boston will send the Candidate to the New Hampshire Police Standards and Training Academy for training as a Police Officer for which the Town will expend approximately \$24,000 and in return for said investment the Town expects to receive the services of a fully trained Police Officer;

WHEREAS, the Candidate acknowledges that HE will receive said training at the expense of the Town of New Boston which will be used by him in future employment endeavors which are not necessarily limited to employment as a Police Officer for the Town of New Boston;

WHEREAS, the Town of New Boston has determined that the cost of said training is approximately \$24,000 and the parties hereto are desirous of having that debt represented in the form of a Promissory Note from the Candidate to the Town which note shall provide for payment of \$24,000 at the rate of 5% to the extent that the town does not receive thirty six months (36) months of services from the Candidate as a fully trained Police Officer;

N O W T H E R E F O R E, the Candidate and the Town of New Boston do mutually covenant and agree:

1) The Candidate agrees to serve as a Probationary Police Officer and subsequently as a Police Officer in any duty assignment assigned by the Police Department. The Candidate further agrees to perform all assignments in a satisfactory manner.

2) The Town of New Boston will provide the law enforcement training specified above and pay the Candidate a wage during and subsequent to training in accordance with the pay scale as established by the Town of New Boston.

3) The parties agree that the cost of the training at the New Hampshire Police Standards and Training Academy is approximately \$24,000 and that the Town of New Boston is obligated to pay that amount to provide training to the Police Officer referred to herein and, accordingly, the parties hereto agree that the Police Officer shall, coincidentally with the execution of this agreement, execute a promissory note payable to the Town of New Boston in the principal amount of \$25894.86 together with interest at the rate of 5% per annum, which amount shall be paid in the form of (36) equal weekly installments of \$719.30. Said

amount shall be payable in monthly installments as indicated with the first such payment commencing on the first Monday of each month following COMPLETION of the FULL TIME Police Academy and a like amount on the 1st Monday of each and every month thereafter until said amount, together with interest, is paid in full as represented by the promissory note, a copy of which is attached hereto and incorporated herein by reference.

It is further understood and agreed that the town shall forego each of said monthly payments to the extent that the Police Officer remains employed FULL time as a Town of New Boston Police Officer for a period of thirty (36) months following the date of this agreement.

It is understood and agreed by and between the parties that it is contemplated that the Police Officer will work at least thirty (36) months a Police Officer and if the Police Officer completes thirty six (36) months of employment in that fashion, HE shall be entitled to a discharge in full of any monies due and owing as a result of the aforementioned promissory note.

It is further understood and agreed by and between the parties that during said employment, the Candidate will accrue Vacation and Personal Time benefits. In the event the Candidate voluntarily resigns or is terminated for cause during the thirty six (36) month period, HE/SHE shall forfeit all accruals towards the unpaid balance of their contract. Unexpended Vacation and Personal time totals will be calculated at their current rate of pay and the total shall be applied towards the unpaid balance of the employment contract. Sick time shall not be included in the calculations. In the event the unpaid balance becomes satisfied, the employee shall receive any remaining balance(s) in their final paycheck.

In the event that the Police Officer is terminated for cause during the thirty six (36) month period or voluntarily resigns during said period, then the Police Officer shall be responsible to the Town of New Boston for the payment of the promissory note to the extent that there remains an undischarged portion of the debt. It is understood between the parties that the debt shall be amortized by the forgiving and discharge of a monthly payment for each full month of employment.

4) No monies under the promissory note will be payable in the event that the Candidate is required to terminate his employment due to a disabling illness or injury. In that event the promissory note shall be discharged and forgiven in full. No payments will be payable in the event that the Candidate is found unsuitable for employment under the program during the Probationary Period by the training staff, the Chief of Police has recommended his/her non-retention, and the Board of Selectmen had concurred with this recommendation.

5) It is understood that in the event that there is substantial evidence that the Candidate has been dismissed for cause or as a result of misrepresenting his/her basic

qualifications for employment or has caused his/her dismissal, failure, illness or injury in an attempt to avoid paying said promissory note then said promissory note shall be payable in full and the exceptions referred to above shall not apply.

6) In the event the Candidate is called to active Military Duty, had his Probationary Period extended, or is granted a leave of absence during the period covered by this AGREEMENT, the period of AGREEMENT shall be extended accordingly.

7) The Candidate states that HE/SHE meets the basic qualifications for employment as outlined in the New Boston Police Department Policy and Procedure Manual.

The Candidate also recognizes that any breach of this AGREEMENT will be reported to future employers making inquiry.

8) This AGREEMENT shall become effective on (DATE), and shall remain in full force and effect for the period of time identified in the promissory note, unless extended as provided in Paragraph 6 above (provided that the length of employment necessary to amortize the promissory note shall be thirty six (36) months as indicated).

9) This document embodies the whole agreement between the parties hereto and there are no inducements, promises, terms, conditions or obligations made or entered into by the Town of New Boston other than contained herein.

The foregoing provisions are understood and agreed to by the undersigned.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT at New Boston, New Hampshire.

Date

Candidate's Signature

Date of Birth

Date

Chief of Police

Date

Witness

Selectmen's Meeting of June 15th

2: Second Reading-Public Hearing: To Change Personnel Policy Re: Separation of Employees: the Public Hearing opened at 6:30 PM. Police Chief James Brace was present to meet with the Selectmen to discuss proposed language to be added to the Personnel Policy. This was reviewed by Attorney Barton Mayer who said it would be better to add it to the police officer employment contract. The issue was discussed as previously, that the town incurs expenses when it pays for training, uniforms, unearned vacation time and legal costs when new officers leave employment before their contract ends. Peter requested this matter be moved to a third reading to allow him and Jim to review the employment contract language and rewrite the change in a manner that will not violate the RSA. Joe moved to carry this proposed Separation of Employees change to a third reading. Christine seconded the motion. All were in favor. 3-0 The Public Hearing closed at 6:38 PM.

"Any employee who is contractually employed by the town and accrues vacation leave, shall forfeit the unused balance of accrued vacation leave upon termination to cover any unpaid balance of their contract. In the event the contract becomes satisfied, the employee shall receive any remaining balance(s) in their final paycheck."