AGREEMENT BETWEEN THE

TOWN OF MERRIMACK, NEW HAMPSHIRE

AND

LOCAL #12 OF THE (NEPBA) NEW ENGLAND POLICE BENEVOLENT ASSOCIATION

July 1, 2011 through June 30, 2013

ARTICLE I: AGREEMENT 1
ARTICLE II: PURPOSE 1
ARTICLE III: RECOGNITION 1
ARTICLE IV: EXCLUSIONS 1
ARTICLE V: NON-DISCRIMINATION 2
ARTICLE VI: MANAGEMENT RIGHTS 2
ARTICLE VII: UNION BUSINESS 3
ARTICLE VIII: NO STRIKE 3
ARTICLE IX: CONSULTATION 3
ARTICLE X: SENIORITY 4
ARTICLE XI: HOURS OF WORK AND OVERTIME 5
ARTICLE XII: WAGES AND SALARIES 7
ARTICLE XIII: LONGEVITY 7
ARTICLE XIV: HOLIDAYS 8
ARTICLE XV: EDUCATIONAL INCENTIVE 9
ARTICLE XVI: SUPPLEMENTAL COMPENSATION (BENEFITS) 10
2. LIFE INSURANCE 11
4. WORKER'S COMPENSATION 11
5. RETIREMENT 12
6. DENTAL INSURANCE 12
7. WELLNESS PROGRAM 12
8. MILITARY LEAVE 12
ARTICLE XVII: LEAVE OF ABSENCE 13
ARTICLE XVIII: CLOTHING ALLOWANCE 13
ARTICLE XIX: EARNED TIME 15
1. PERSONAL LEAVE ACCOUNT (PLA): 15
2. DISABILITY LEAVE ACCOUNT (DLA). 16
ARTICLE XX: DUES WITHHOLDING 19
ARTICLE XXI: DISCIPLINE AND TERMINATION FOR CAUSE 19
ARTICLE XXII: GRIEVANCE PROCEDURE 19
ARTICLE XXIII: MISCELLANEOUS 21
ARTICLE XXIV: SEPARABILITY 21
ARTICLE XXV: EFFECT OF AGREEMENT 21
ARTICLE XXVI: DURATION OF AGREEMENT 23

ARTICLE I: AGREEMENT

This agreement between the Town of Merrimack, New Hampshire (hereinafter called the "town," and Local #12, New England Police Benevolent Association (hereinafter called the "union), is made and entered into this _____ day of _____, 2012.

ARTICLE II: PURPOSE

The general purpose of this contract is to set forth agreements reached between the town and the union with respect to wages, hours, and other terms and conditions of employment for police officers in the bargaining unit described in Article III.

ARTICLE III: RECOGNITION

1. The town recognizes the union as the exclusive bargaining agent for all regular (permanent) members of the town's Police Department to include the ranks of:

   Detective Sergeant
   Police Sergeant
   Master Patrolman
   Community Service Officer
   Detective
   Master Detective
   Police Officer/Patrolman
   School Resources Officer
   Juvenile Officer

2. The term "employee" as used in this contract refers to the members of the bargaining unit listed above.

3. It is understood that nothing contained in this article shall be construed so as to prevent the town or appropriate representatives thereof from meeting with any individual or organization to hear views on any matters, except that as to matters so presented which are proper subjects of collective negotiations, and covered by a term of this agreement, any changes shall be made only through negotiations and agreement with the union.

ARTICLE IV: EXCLUSIONS

1. This agreement excludes the ranks of:

   Chief of Police
   Deputy Chief of Police
   Captain
   Detective Lieutenant

Lieutenant

2. The inclusion or exclusion in the bargaining unit of new personnel classifications established by the town subsequent to the effective date of this agreement, or the exclusion of members from the unit for the purpose of assuming confidential status, shall be preceded by discussion with the union. Any impasse in this area shall be submitted to the Public Employees Labor Relations Board for resolution.

ARTICLE V: 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, or membership or non-membership in the union.

ARTICLE VI: MANAGEMENT RIGHTS

1. The parties agree that all of the rights and responsibilities of the town which have not been specifically provided for in this agreement are retained in the sole discretion of the town whose right to determine and structure the goals, purposes, functions, and policies of the town without prior negotiation with the union and without being subject to the grievance and arbitration procedures of this agreement shall include but not be 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, 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 or other legitimate reasons;

   c) the right to take such action as in its judgment it deems necessary to maintain the efficiency of police department operations;

   d) the right to determine the means, methods, budgetary, and financial procedures, and personnel by which the police department operations are to be conducted;

   e) the right to take such actions as may be necessary to carry out the missions of the police department in case of emergencies;

   f) the right to make rules, regulations, and policies not inconsistent with the provisions of this agreement and to require compliance therewith; and

   g) the right to subcontract.

2. The exercise of the management rights and responsibilities of the town set forth hereby, except discipline and discharge, shall not be subject to the grievance procedures set forth in this agreement, except that where a management right is specifically required to be exercised in accordance with a specified procedure as provided in this agreement, grievances alleging a failure to comply with such procedure will be subject to Article XXII, Grievance Procedure, of this agreement.

3. Nothing in this agreement shall be construed so as to limit the right of the chief of police or his designee to command the police department as their judgment directs them in any and all emergency situations as they deem to be appropriate.

ARTICLE VII: UNION BUSINESS

1. The union officers and representatives are president, vice president, and/or secretary/treasurer and steward.

2. The union shall advise the town of the names of the employees holding union offices within thirty days of their election.

3. Union officers as described above shall be permitted to process grievances during their scheduled hours of duty, provided that they have prior permission from the chief of police or the chief's designee and the amount of time in which officers are engaged in such activities is reasonable.

4. Every effort will be made to schedule negotiating sessions at a time which does not conflict with the scheduled duty of employees who are members of the union's collective bargaining team. Should a collective bargaining session be scheduled during a time when members of the union's negotiating team are scheduled for duty, a maximum of two unit members will be permitted to participate in the negotiations without loss of pay.

5. The union shall be permitted to meet at the Merrimack Police Station or the town meeting rooms to conduct business matters so long as the meetings are scheduled at a convenient time, so as to minimize any inconvenience to the regular functions of the police department or the town. Proper notice shall be given and permission granted prior to the use of these facilities.

ARTICLE VIII: NO STRIKE

1. The union and its members agree not to cause, condone, sanction or participate in any strike, walkout, slowdown, or work stoppage.

2. The union and its members agree that each and every employee violating this article shall be subject to disciplinary action by the town.

ARTICLE IX: CONSULTATION

1. Representatives of the union may meet with the chief of police or a designee once a month to discuss matters of mutual concern, including those matters necessary to the implementation of this agreement. A written agenda shall be submitted by the union to the chief of police no less than five days before the scheduled date of the meeting. At the discretion of the chief of police or the designee, additional matters for discussion may be placed on the agenda. Nothing contained herein shall prevent the chief of police or the designee and the union from meeting more or less frequently upon mutual agreement.

2. Nothing contained herein shall prevent the union from consulting with the chief of police or the chief's designee at any time if urgent or emergency matters of mutual concern arise. However, grievances must be submitted in accordance with the procedure specified in this agreement.

ARTICLE X: SENIORITY

1. Patrolmen shall not acquire seniority during their probationary periods. The probationary period is considered to be a temporary appointment. The probationary period shall be not less than six months nor more than one year.

2. Seniority shall mean the length of full-time service within the police department, beginning with the first day or hire, and/or length of service by rank.

3. For purposes of computing length of service in grade as it applies to the wage schedule for patrolmen, service shall be counted from the day of employment within that rank.

4. The chief of police shall establish a seniority list containing the names and seniority of all employees in the unit. The list will indicate:
   I. the date of employment;
   II. seniority within the department;
   III. seniority by rank.

5. A current list must be posted at least once a year. Any objections to the seniority list as posted shall be reported in writing to the chief of police within ten days, or the list will stand approved.

6. If more than one patrolman is hired on the same date, the chief shall designate seniority on the basis of the hiring procedure test results.

   a) In the event that an officer with less seniority is removed from their probationary period before an officer with more seniority, the seniority list will be modified to reflect a change in the seniority of the affected officer.

7. Probationary employees shall have no rights based upon seniority; however, they shall, insofar as applicable, be subject to all other clauses of this agreement.

   a) In the event of downsizing and/or layoffs of member of Local 12, those members with the least amount of seniority within the local will be the first to be released.

   b) Seniority will be the only consideration in laying off members.

   c) Laid off members shall be eligible for recall for a period of 12 months from the date of the layoff. Rehiring for the vacant position will be done by rehiring the laid off member with the most seniority at the time of the layoff.

   d) This in no way indicates that the local will be the first location of downsizing and/or layoffs; ie., other unionized and/or non-unionized personnel.

ARTICLE XI: HOURS OF WORK AND OVERTIME

1. The normal work schedule shall be four consecutive eight-hour days on duty followed by two consecutive days rest. Exceptions: detective, community service officer, and juvenile unit personnel work a consecutive five-day, 40-hour work week schedule.

2. The work day is defined as 12:01 a.m. until 12:00 midnight. The work week is defined as 12:01 a.m. Sunday until 12:00 midnight on the subsequent Saturday.

3. Employees will be paid at 1.5 times their base hourly rates for any hours worked in excess of their normal work schedules. Time spent on outside or private work detail will not be counted in determining the number of hours worked for overtime purposes.

4. Employees will be given seven calendar days notice when their tours of duty are to be changed, except in emergency situations as determined by the Chief of Police or the Chief's designee, or except when the one-week notice is waived by the employee.

5. For each and every call back, a minimum of three hours at 1.5 times the base hourly rate will be paid.

6. Exchange of shifts, squads or rotations may be granted by the chief upon the request of an employee, or upon the mutual agreement of two employees. No additional cost to the town should result from this policy.

7. All unit members scheduled to appear in court will receive a minimum of four hours pay at 1.5 times their normal hourly rates, provided that the court appearance is not scheduled during the members' regularly-scheduled shifts. Members will also be paid this minimum rate if they receive less than a one-hour notification of a change in the court schedule. Any State of New Hampshire reimbursements for court appearances will be payable to the Town of Merrimack.

8. The town shall pay each member of the bargaining unit a 4 hour minimum for outside details. There will also be a 4 hour minimum for the 2nd half of a scheduled 8 hour or more detail if the detail is split in blocks of 4 hours or more. Further, if the second half of a split detail is canceled with less than one hours notice, the member shall receive a 4 hour minimum for the canceled second half of the split detail. If the second half of the detail in canceled with more than one hours notice, no payment shall be made for the canceled second half of the split detail. If detail is scheduled for less than 8 hours or 8 hours or more and not split, will be paid for actual time worked in excess of the 4 hour minimum.

9. Bid Shift

   a) Shifts shall be picked by the officer based on his/her seniority within the department and rank.

   b) This shift arrangement may be changed when, in the opinion of the Chief of Police, such a system is detrimental to the adequate policing of the Town of Merrimack, with mutual agreement between the Town Manager and the union.

   c) At no time will this new system of shift rotations cause an inadequacy in the coverage and service to the Town of Merrimack.

d) Each officer shall choose their shifts from a posted list. The shift shall be for a period of twelve (12) weeks. The officers shall list their names next to the shift they wish to work for the rotational period. One month prior to the end of the rotational period, another list similar to the one above shall be posted again. Officers would only be allowed to work 2 consecutive shifts in a row. After the 2nd consecutive shift, the officers must choose another shift to give another officer a chance at working a different shift.

e) There is a possibility that other cover shifts may be added at a later date at the discretion of the Chief of Police. In the event of promotions or unexpected shift vacancy, the most senior officer would be given the opportunity to fill such shift vacancy, and proceed in accordance to seniority until the shift vacancy is filled. Within fourteen (14) days, each shift vacancy shall be filled by seniority. This will not apply for positions assigned to special details.

f) Nothing herein shall be construed to require minimum manning of any shift. Specifically, the Town reserves the right to determine the number of persons and their respective rank that shall be assigned to each shift and to determine whether any vacancy shall be filled or shall remain unfilled on a temporary or permanent basis.

g) The Criminal Investigation Bureau will continue to work the 5/2 work schedule based upon the needs as determined by the Chief of Police or his designee.

h) No officer will be assigned to more than two (2) consecutive shifts of the same time period. This will not apply to those positions not subject to regular shift rotations. Notwithstanding the provisions of the seniority system set forth above, probationary officers (not covered by the terms of their contract) may be assigned at the discretion of the Chief of Police or his designee.

i) Officers that with less than one (l) year full time status within the department, shall work rotating shifts to allow exposure to all shifts. This period will be up to one (1) year, but may be less than one (1) year at the discretion of the Chief or his designee.

j) The Chief of Police or his designee reserve the right to limit the number of officers assigned to each shift.

k) In the event of a documented disciplinary problem that, given sufficient time to be corrected by the officer and is not corrected, or, if immediate action is necessary due to the severity of the discipline problem, the Chief of Police, or his designee, with approval by the Town Manager, can dictate the shift on which an officer is to work if such discipline is based upon:

    i. Major or flagrant insubordination
    ii. Failure to carry out or handle assigned calls for service
    iii. Leaving duty station or assigned post without specific authorization
    iv. Repeated discourtesy towards the public or misconduct resulting from citizen complaints
    v. Failure to show up for scheduled duty, court, or motor vehicle hearings
    vi. Failure to carry out instructions or orders
    vii. Malingering (Feigning Illness) or failure to provide adequate notice for use of leave known as PLA in non-emergency situations, per the collective bargaining agreement(s) applicable to the departmental members

viii. Sleeping on duty

ix. Repeated minor offenses

x. Failure to obey an order

xi. Intentional violation of any Federal, State, or Local law

xii. Perjury

xiii. Willful concealment or cover-up

xiv. False reporting or untruthfulness

xv. Failure to comply with an Internal Affairs Investigation

xvi. Falsification of evidence

xvii. Sexual misconduct

xviii. Unauthorized discharge of firearms

xix. Gross dereliction of duty

xx. Such other conduct as deemed unacceptable by the Chief of Police

until such time that the disciplinary problem is corrected. The dictation by the Chief or his designee, at no time, will be used as an individual punishment for an officer; it will only be used as a correction for a recurring or severe disciplinary problem.

ARTICLE XII: WAGES AND SALARIES

There shall be no wage adjustments for fiscal year 2011-12.

Effective the first pay period in July 2012, employees shall receive a wage adjustment of 1%.

1. All wages shall be paid in accordance with the schedules attached to this contract as "Appendix A" (NEPBA 12 Wage Schedule)

2. When a pay increase for promotion or step has been approved, it shall become effective on a Sunday for payroll purposes. If the date of the increase falls on Monday, Tuesday, or Wednesday, the preceding Sunday shall be the effective date of the raise. If the date falls on Thursday, Friday, or Saturday, the following Sunday shall be the effective date.

3. Upon termination, layoff, retirement, or death, employees or their beneficiaries shall receive all wages due on the next regular pay day or as soon as possible.

4. The Union agrees that the Town may convert to bi-weekly payroll once all other Unions have agreed to convert to bi-weekly pay.

ARTICLE XIII: LONGEVITY

1. Employees shall receive an increase in base salaries/wages in recognition of years of service to the

town. The increases shall be effective upon the anniversary of employment (hire date) within the department in accordance with the following schedule:

5 through 9 years:	**$ 900.00 year**
10 through 14 years:	**$ 1200.00 year**
15 through 19 years:	**$1600.00 year**
20 or more years	**$1800.00 year**

2. No employee shall be eligible for a longevity increase who has not achieved the rank/rating of Master Patrolman, Sergeant, or Detective First Class, whichever is applicable.

3. The annual longevity increase shall be paid in weekly installments as part of the regular pay check.

ARTICLE XIV: HOLIDAYS

1. The following shall be paid holidays for unit members:

   New Year's Day (January 1)
   Presidents' Day (third Monday in February)
   Martin Luther King (Civil Rights) Day (third Monday in January)
   Memorial Day (May 30)
   Independence Day (July 4)
   Labor Day (first Monday in September)
   Columbus Day (second Monday in October)
   Veterans' Day (November 11)
   Thanksgiving (fourth Thursday in November)
   Christmas (December 25)

2. If a holiday falls on a regularly scheduled day off, the affected employees shall receive straight-time pay for the day in addition to their regular weekly pay. Notwithstanding, the School Resource Officer and the Community Service Officer shall take observed Holiday off and shall not receive additional compensation unless required to actually work on the observed Holiday.

3. If employees work on a paid holiday as part of their regular work schedule, they shall be paid their normal hourly rate for the regular shift plus eight hours holiday pay at 1.5 times normal hourly rate.

4. If employees are required to work on a holiday which is their regularly scheduled day off, compensation shall be at the rate of 1.5 times their normal hourly rates for the hours worked, plus eight hours holiday pay at their normal hourly rates.

5. The conditions described above shall be applied to any extraordinary holiday proclaimed by the Board of Selectmen.

ARTICLE XV: EDUCATIONAL INCENTIVE

1. The purpose of this article is to encourage police officers in the unit to obtain relevant education beyond high school which will significantly assist them in the performance of their duties.

2. Each police officer who has earned credits in accordance with the requirements of this article shall receive during the term of this agreement an additional annual stipend based on the schedule below. These stipends shall not be included in base pay for the computation of overtime pay.

Educational Credit	Annual Stipend
30 semester hours	$ 400.00
Associate's Degree	$ 600.00
Associate's Degree plus 30 semester hrs	$ 800.00
Bachelor's Degree	$1000.00
Master's or Law Degree	$1200.00

3. A semester hour is defined as an hour of credit earned toward a baccalaureate or an associate degree at an accredited institution within a course of study recognized by the town as having relevance to police work (such as Criminal Justice).

   a) It shall be the responsibility of the police officers requesting consideration for an educational incentive stipend to present proof of earned credit to the chief of police before August 1 of the first year they are eligible to receive the stipend. Each year after, the officers shall receive a stipend based on the above schedule and shall not have to reapply unless additional qualifying credit hours have been earned.

   b) The Town shall pay 100% of the cost of any employee education or training that is required by the Town to assist him in maintaining his minimum job requirements or in adequately performing the tasks to which he is regularly assigned.

   c) The Town shall reimburse full-time union employees for 100% of the tuition relating to college courses so long as: a certificate of course completion with a grade of "C" or better is presented to the department head; the course or its associated degree program, in the opinion of the department head and the Town Manager, is related to the employee's job and will enhance the employee's value to the department; tuition reimbursements to all full-time employees during the fiscal year in which the course will be completed will not exceed $30,000; and pre-approval has been obtained in writing prior to commencement of the course. The Town must render its decision on a course approval request within seven calendar days after receipt of such request. Course approval requests will be approved in the order that they are received by the Town Manager until the maximum annual amount has been reached.

   d) New hires shall not be eligible for tuition reimbursement until after satisfactory completion of their trial periods.

   e) Tuition payments to colleges on behalf of a full-time employee will be made in advance of course completion if an employee so requests by completing a pre-authorized payroll deduction

form for repayment to the Town of all payments made on behalf of the employee to be processed in the event that the employee does not complete said approved courses with a grade of "C" or better. The employee must present evidence of completion to the department head within thirty calendar days after course completion

*B or better required for advanced degree.

4. An annual stipend of $500.00 shall be paid to all members who have attained the rank of Sergeant and who have successfully completed a law enforcement management school as approved by the Chief of Police. Payment shall be made in a lump sum and shall be made the first week in December.

ARTICLE XVI: SUPPLEMENTAL COMPENSATION (BENEFITS)

1. ***Health Insurance***

a) Full-time employees shall be eligible for group health insurance on the first day of the month following the completion of thirty days of continuous service.

b) Effective July 1, 2012, for full-time employees hired prior to July 1, 2006, the Town shall pay 90% of the health insurance premiums for the primary plan HMO relating to an Employee's coverage and 90% of the premiums relating to the Employee's spouse and dependent children, provided however, that the employee's total contribution for the HMO plan any given fiscal year shall not exceed:

3% of the employee's base yearly salary/wage.

c) The primary plan HMO shall include an office visit co-payment of $10 and the following pharmacy co-payments for covered prescriptions:

Retail Pharmacy (30 day supply) – 0/20/30
Mail Order (90 day supply) – 0/20/30

d) Full-time employees hired on or after July 1, 2006, shall be eligible for group health insurance on the first day of the month following completion of thirty days of continuous service. The Town shall pay 90% primary plan HMO of the health insurance premiums relating to an Employee's coverage and 90% of the premiums relating to the Employee's spouse and dependent children.

e) The town shall pay the premiums for this primary coverage as provided in a), b) c) and d) above, and employees who select any other plan option, if offered, shall be required to pay the difference in Town's premium contribution premiums through payroll deduction. Employees who elect any other insurance plan option offered by the Town shall be required to pay the difference between the plan's premium and the amount the Town would contribute towards the primary (HMO) plan. The aforementioned shall not preclude the town from eliminating any plan option, which is currently offered by the town, nor from discontinuing the optional duplicate health insurance incentive, which is currently offered by the town HMO option (such as Matthew Thornton), nor from eliminating any indemnity plan option (such as Blue

Cross/Blue Shield), and shall permit the town to provide primary coverage for all employees through the current HMO plan or an equivalent HMO plan, or through the current Blue Cross/Blue Shield plan or an equivalent indemnity plan. The designated primary plan shall be accessible within the local area (Manchester-Merrimack-Nashua).

f) During a leave of absence caused by illness or accident, but not covered by workers' compensation, the town will continue all of the employees coverage and benefits, including Health Insurance, in accordance with the town's Family and Medical Leave Act Policy.

g) For other leaves of absence, or beginning with the thirteenth week of an absence caused by non-workers' compensation illness or accident, employees shall be required to pay 100% of all of their monthly insurance premiums to keep the coverage in force. Such payments must be made not later than the last week of the month preceding the month for which the premiums are being paid. Employees' failure to pay shall be grounds for cancellation of the coverage.

2. ***Life Insurance***

a) The town will provide, and pay 100% of the premium for, a $10,000 term life insurance policy to each member of the unit.

3. ***Disability Insurance***

a) The town shall provide, and pay 100% of the premium for, disability insurance for 70% of an employee's salary to a maximum of $700.00 peer week for a 26-week period. Benefits are payable from the first day of an accident and from the eighth day of an illness. Employees may elect to receive full pay with the difference being charged to the employee's accrued sick leave balance.

b) The town will provide to unit members any long-term disability insurance benefit that may be initiated for non-union town employees during the duration of this contract.

4. ***Worker's Compensation***

a) The town shall provide, and pay 100% of the premiums for, workers' compensation coverage and benefits as prescribed by and to the extent required by New Hampshire law. Employees receiving workers' compensation benefits shall be permitted to use their Earned Time Disability Leave Account as described in Article XIX so as to not have reduced their average net take home pay (average of the 26 weeks immediately preceding the date of the illness/accident, overtime included).

b) The town and/or its workers' compensation carrier retain the right to request updates of medical information during the absence. The town shall have the right to designate a physician of its choice for any medical examination, and shall pay the cost of such examination.

c) Workers' compensation claims resulting in any lost time must be supported by a doctor's statement outlining the nature of the disability and providing an estimated date of return to full duty. Prior to returning to duty, employees shall provide to the town a doctor's

statement clearing their return to regular duty status.

d) Employees on a workers' compensation leave of absence may not accept nor perform other employment of any kind.

5. ***Retirement***

a) The town agrees to provide retirement coverage and benefits as prescribed and to the extent required by the laws of the State of New Hampshire.

6. ***Dental Insurance***

a) The town will provide, and pay 100% of the premiums for, a dental insurance plan equal to that provided for non-union regular employees.

b) Employees shall be covered by this insurance upon the first day of the first month following completion of thirty days of continuous full-time service.

c) As an alternative to the plan described in paragraph (a), the town will provide a dental insurance plan that additionally covers prosthodontics (Northeast Delta Dental's Coverage C or an equivalent), provided that:

i. The town's primary carrier agrees to offer such coverage to the bargaining unit members;

ii. Not later than June 1 each year, the bargaining unit elects this optional plan for all of its members, and agrees to monthly payroll deductions to pay the difference in premiums between this coverage and the coverage provided by the town's primary plan.

7. ***Wellness Program***

a) The wellness program will be available to unit members at the same level and within the conditions of availability for all other town employees.

8. ***Military Leave***

a) Active Duty for Training.

i. Regular employees who are members of the reserve components of the United States Armed Forces will be granted non-chargeable leave up to seventeen (17) consecutive calendar days for the purpose of attending annual training (AT). Application for the leave must be accompanied by a copy of the military AT orders. Military leave may be split for a split AT upon presentation of orders so stating, but in no case will military leave exceed seventeen total days in a calendar year.

ii. Upon presenting the military leave and earnings statements (LES) for the period, regular employees will be paid any lost wages due to AT service. The pay will be calculated by subtracting the taxable pay on the LES from the regular, normal straight-time wages the employees would have received. No pay is due when military pay exceeds the town wages/salary for the same period.

b) Recall to Active Duty for National Emergency.

i. Employees who are members of the reserve component, or on the retired rolls of the U. S. Armed Forces, who are recalled voluntarily or involuntarily to active duty in time of war or national emergency shall be granted five working days of administrative leave to prepare for their extended absence.

ii. This leave shall be the last five working days prior to the first day of active duty according to the military orders, but it may be taken in conjunction with any Earned Time (PLA) the employee has accrued if the employee so desires. During the first seventeen days of active duty, the town shall pay the difference, if any, between the town straight-time take home pay and the military pay under the procedures described above for AT. While on active duty, employees shall be in a leave of absence status after seventeen days unless the employee has elected to use accrued vacation time to extend the period. During the leave of absence, all benefits shall be suspended unless maintained at the employees' expense (active duty employees and their dependents will be eligible for CHAMPUS health insurance through the military during the period of active duty). Upon release from active duty, employees shall be granted full rights and privileges under the Veteran's Reemployment Rights Act (38 U.S.C. s 2021, 2024, et. sec.).

ARTICLE XVII: LEAVE OF ABSENCE

1. Regular (permanent) employees with one year or more of continuous, full-time service may be granted unpaid leave of absence for such reasons as personal illness, pregnancy, or other compelling or urgent reasons. Such leave must be recommended in writing by the chief of police and approved by the town manager/selectmen. An employee who has been granted leave of absence shall not forfeit those benefits appurtenant to seniority upon reinstatement to regular status.

2. Any employee who accepts employment or who conducts a business during a leave of absence shall be immediately terminated unless said activities were previously approved by the chief of police and the town manager/selectmen.

3. While in leave of absence status, employees will not accumulate sick leave, receive holiday pay, accrue vacation leave, or accrue additional seniority.

ARTICLE XVIII: CLOTHING ALLOWANCE

1. Upon beginning service as a full-time employee of the police department, employees may elect to receive a clothing allowance of $500.00 cash to purchase uniforms and equipment, or they may elect to receive a free issue of the following:

1 HANDGUN (SEMI AUTO PISTOL)	2 long- sleeve shirts
2 magazine holders	3 short-sleeve shirts
3 magazines	2 pairs pants
1 holster	1 hat
2 name tags	1 raincoat
1 set handcuffs	1 hat cover (rain)
1 cuff case	1 spring jacket
1 baton	1 leather jacket
1 baton ring	1 traffic vest
1 Sam Brown belt	1 pair white gloves
2 shields	1 pair white mittens
1 hat badge	14 shoulder patches
1 hat braid	1 black garrison belt
1 tie bar	(worn under Sam Brown)
2 MPD collar brass	2 ties

a. Body Armor will be issued to all new hires, as stated in Article XVIII - 10

2. During the second year of service, employees will receive a clothing allowance of $600.00, except that those who elected the free clothing/equipment issue in paragraph 1 above will be paid $400.00.

3. During the third year of service, employees will receive a clothing allowance of $600.00, except that those who elected the free clothing/equipment issue during the first year will receive $450.00

4. During the fourth and all succeeding years of service, all employees will receive an annual clothing allowance of $600.00.
5. All employees assigned to K-9, bicycle, color guard, *ATV,* or motorcycle duty will receive an additional *$100.00* in their annual clothing allowances. Union members shall be limited to a maximum of $200.00 worth of allowance for special assignments.

6. All clothing allowances will be reimbursements for actual expenses incurred for appropriate uniforms and equipment and will be based on the contract year. Employees will present itemized receipts to the Police Department Office Manager for processing.

   a) New hires receive the initial allowance or issue. On the first anniversary date, the employees will receive a prorated amount for the months remaining until September or March, as appropriate. The month of the anniversary date shall be counted as a full month if the anniversary date is the 15th or earlier; it shall not be counted if the date is the 16th or later.

   b) The amount of the monthly proration shall be calculated by dividing the annual entitlement (either $300 or $500 during the second year) by 12. The prorated allowance shall be paid in a lump sum within thirty calendar days after the first anniversary date.

7. Employees deemed by their supervisors to be exhibiting substandard appearance may be issued a written warning. Employees may request a hearing with the chief of police within five days of receipt of the warning, and may be accompanied to the hearing by a union representative. Upon receipt of a

third written warning for appearance in an anniversary year, the chief of police may place the employee on the vendor charge account system and suspend cash payment to the employee. This decision is not grievable. After one calendar year on the vendor system, the employee may request consideration for reinstatement to the cash payment system.

8. Upon resignation or termination from the department, all employees appointed after September 1, 1985, must return to the town all uniforms and equipment listed in paragraph 1 above. During the course of their employment, these employees may return this equipment to the town in a piece-by-piece manner as they upgrade their equipment.

9. Cleaning and Maintenance Subsidy

    a) The town will pay a cleaning and maintenance subsidy to every employee who is authorized to receive the clothing allowance or issue. An amount not exceeding $200 in a contract year will be paid in two installments; an installment not exceeding $100 on the first payday in September, and an installment not exceeding $100 on the first payday in March.

    b) Employees hired after the subsidy payment date will receive an initial subsidy calculated at the rate of $12.50 per month remaining until the next subsidy payment date. Employees will receive full payment for the month in which they began work, regardless of the day of the month.

    c) The amount of the annual subsidy will increase to $200 per contract year, with two $100 installments ($16.67 per month proration). Method of payment will remain as described above.

10. The Town will provide replacement body armor on a replacement scheduled maintained by the Department as recommended by the manufacturer. The replacement will be at the same level or greater than Threat Level II A.

11. On duty officers are required to wear body armor, unless waived in writing by the Chief or his designee.

ARTICLE XIX: EARNED TIME

On July 1, 1992, Vacation Leave, Sick Leave, Personal Time, and Bereavement Leave will cease to exist. Employees will cease accrual of Sick Leave hours and Vacation Leave hours. Earned Time will be established and operated as described in the succeeding paragraphs, with two categories of leave accrual; the Personal Leave Account and the Disability Leave Account.

1. Personal Leave Account (PLA):

    a) Beginning on the effective date, the weekly accrual for the Personal Leave Account will be calculated per this table:

Personal Leave Accrual Schedule

Years of Service	Weekly Accrual	Annual Accrual
Hire Date to 5th	2.77 hours	144 hours
5th to 10th	3.54 hours	184 hours
10th to 15th	4.31 hours	224 hours
Over 15	5.08 hours	264 hours

b) An employee who reaches a higher years-of-service plateau will receive 40 additional hours of Personal Leave "dropped in" on the Anniversary Date, and concurrently begin accruing PLA at the higher rate.

2. Disability Leave Account (DLA).

Years of Service	Weekly Accrual	Maximum Accrual
All employees	1.23 hours	500 hours

All employees, regardless of position or years of employment, shall accrue DLA at the same rate.

3. Concept of Operation.

a) Employees accrue both PLA and DLA hours simultaneously, at the rates described above. Personal Leave (PLA) is unrestricted and available to employees for use as they may desire, with a few limitations as described below. The Disability Leave Account (DLA) is restricted and may only be used under certain prescribed circumstances.

b) Use of PLA:

i. To use eight hours or less, the supervisor must be informed not later than one-half hour before the start of the employee's next shift. If any employee calls in within less than the eight hours prior to the shift, it is assumed that there is an illness or an emergency. This use of Personal Leave is primarily intended to replace Sick Leave and Personal Time. It is not necessary to offer a reason for the absence as long as the absence is for eight hours or less, but it is understood that this use of the PLA is intended for situations that were not pre-planned nor foreseen by the employee. To take short-notice PLA, then appear for a paid outside detail, for example, would violate the spirit of this agreement. Employees showing a pattern of frequent short-notice absences may be required to begin providing medical documentation, such as a doctor's note, or other written justification for such absences taken on less than 72 hours notice.

ii. To use more than eight consecutive hours (more than one work day, such as for a vacation), employees must submit a request through their immediate supervisors to the

Chief of Police or a designee for approval at least 72 hours prior to the beginning of the absence. This "Extended PLA" shall governed in its use by the mutually-agreed vacation/leave policy statement placed in effect for Fiscal Year 1987-88 and kept in effect until the present time (copy attached for reference). This departmental policy may be modified at any time by joint agreement between the Chief of Police and the bargaining unit.

iii. Employees who are taking more than one consecutive day off due to illness or injury may understandably be unable to provide 72 hours advance notice, but are expected to give their supervisors an estimated date of return when they first notify the supervisor of the absence.

iv. Members of the bargaining unit may voluntarily donate any amount of their accrued PLA balance to other PLA participants who are absent under Family Medical Leave Act (FMLA) not to exceed the guidelines of 12 weeks, set forth in FMLA, which is hereby incorporated by reference.

c) Use of DLA:

i. The DLA should be viewed as a form of long-term disability insurance. Time accumulated in the Disability Leave Account (DLA) shall be used only in the event of injury or illness resulting in an absence covered either by Workers' Compensation or by the town's disability insurance policy. It may be used to augment the workers' compensation or disability insurance checks so that the employees continue to receive 100% of their average take-home pay (including overtime) during the absence until the DLA is exhausted. The period to be averaged for pay shall be the 26 weeks preceding the date of the illness or injury. Should the DLA become exhausted, employees may request that their PLA balance be used to augment their pay until the PLA is also exhausted.

ii. As clarification: any absence due to illness of three consecutive days or less shall be charged against the PLA. Any absence due to illness of seven consecutive days or more shall be claimed against the disability insurance, and any accrued leave charges shall be against the DLA retroactive to day one of the illness. An illness causing an absence of four, five, or six consecutive days shall be charged against the PLA, except that all absence after the third day shall be charged against the DLA if the employee so requests and presents a doctor's statement that the absence was required by illness. Any accrued leave charges pertaining to an absence covered by Workers' Compensation shall be charged against the DLA from day one.

iii. Members of the bargaining unit may voluntarily donate any amount of their accrued DLA balance to any other Earned Time participants who are absent on a workers' compensation or disability leave, and who have reduced to zero their personal balances of both the DLA and PLA accounts.

iv. All FMLA leave shall be governed by the Town of Merrimack's FMLA Policy.

d) Earned Time may be charged on the time sheet by the hour or tenth of an hour.

e) Cashing in Earned Time (Annually). Employees who meet the requirements described below shall be paid in cash annually for their excess DLA balance.

i. Minimum Annual Usage Requirement. Employees shall be required to use a minimum number of hours of PLA each year, in accordance with this table:

Years of SERVICE	Required Annual PLA USAGE	Maximum Annual PLA BALANCE
Hire to 5th	40 hours	160 hours
5th to 10th	80 hours	240 hours
10th to 15th	120 hours	320 hours
Over 15	160 hours	480 hours

ii. The annual account review for all members of the bargaining unit shall occur each July for the preceding fiscal year. The base rates of pay and the accrued Earned Time balances in effect at the close of business on the last day of that fiscal year (normally June 30) shall be used for all calculations. During this review, employees' PLA balances will be audited to ensure that the required annual usage was accomplished. If the employee's usage was below the minimum, the required additional hours to reach the minimum shall be immediately forfeited. (Waivers of forfeiture shall be granted only for extreme reasons, and shall require written application in advance by the employee through the Chief of Police to the Town Manager.) The PLA balance shall be checked also to verify that it is below the maximum annual balance allowed. Any accrued PLA hours which exceed the maximum annual balance shall be transferred immediately to the DLA.

iii. The DLA shall then be immediately audited. Any DLA balance exceeding the maximum of 500 hours as of the fiscal year end shall be purchased by the town at a rate of .667 x the base hourly rate x the number of excess hours. Payment shall be made by the town not later than July 31.

iv. For the purposes of this annual audit, employees' "years of service" to establish "minimum required use" shall be as of the first day of the fiscal year. The "years of service" to establish the "maximum balance allowed" shall be the last day of the fiscal year. The intent is to avoid subjecting a new hire, or an employee who has recently reached a higher accrual level, from being subjected to higher minimum usage and maximum balance requirements prematurely.

f) Cashing in Earned Time (Upon Separation). Upon separating from town employment for any reason, employees shall be paid the entire accrued balance of their PLA at the rate of 1.00 x their base hourly rates x the accrued number of hours on the day of separation.

i. In addition to the payment for the excess of over 500 hours, members, who have over 20 years of service with the town, upon separating will have 40 hours transferred from their DLA account into their PLA account and shall be paid the entire accrued balance of their PLA at the rate of 1.00 x their base hourly rates x the accrued number of hours on the day of

separation. The employee shall then be paid .25 X base hourly rate x accrued number of DLA hours which are less than 500.

ii. In addition to the payment for the excess of over 500 hours, members, who have over 25 years of service with the town, upon separating will have 80 hours transferred from their DLA account into their PLA account and shall be paid the entire accrued balance of their PLA at the rate of 1.00 x their base hourly rates x the accrued number of hours on the day of separation. The employee shall then be paid .25 X base hourly rate x accrued number of DLA hours which are less than 500.

ARTICLE XX: DUES WITHHOLDING

1. The town agrees to withhold dues weekly from the pay checks of members of the union and to submit a check at least once each month to the Comptroller, NEPBA, 7 Technology Drive, Chelmsford, Massachusetts 01863.

2. The union shall submit authorization forms to the town finance administrator for each member who requests payroll deduction of dues.

3. Any member of the bargaining unit who wishes to cancel the payroll deduction of dues must submit a request to the union. The union will forward the request to the finance administrator within five days.

ARTICLE XXI: DISCIPLINE AND TERMINATION FOR CAUSE

An employee may be disciplined or terminated/dismissed if there is found to be proper cause for such action. Proper cause shall include, but not be limited to, the following:

(a) medically diagnosed incapacity to perform assigned duties;
(b) incompetence;
(c) behavior incompatible with effective conduct of duty;
(d) behavior detrimental to the town; or
(e) failure to carry out assigned duties.

ARTICLE XXII: GRIEVANCE PROCEDURE

1. Definition

a) A grievance under this article is defined as an alleged violation of any of the provisions of this agreement except Article VI (Management Rights). Commands or orders of ranking officers shall not be grievable.

b) An employee who has a complaint must take up the complaint orally with the immediate supervisor before processing the complaint as a formal grievance. The immediate supervisor shall give the employee an answer within five days. It is anticipated that nearly all complaints can be resolved informally without grievance.

c) When a Step Two ruling has been issued by the Town Manager or a designee, the grievant may choose to request a review by the Board of Selectmen prior to submitting the matter to Step Three (arbitration). If this option is to be exercised, the Chief of Police shall be notified within the eight (8) working days following the grievant's receipt of the Town Manager's decision. Upon such notification, a copy of the Town Manager's ruling (including all exhibits and the earlier ruling of the Chief of Police) will be provided to the Board of Selectmen. The Board shall have thirty calendar days from the date of receipt of the Town Manager's ruling to review the documents. The Board may decide to either allow the Town Manager's ruling to stand without comment, or to schedule a hearing to determine if they will modify the decision.

d) Should the Board of Selectmen schedule a hearing, it will be held as expeditiously as possible, and the Board's decision shall be issued within two weeks after the hearing has been completed. This review step by the Board of Selectmen may be terminated at any time by the Board of Selectmen. In the event of such termination, the Step Two rulings of the Town Manager may be appealed directly to the American Arbitration Association, or, by mutual agreement, the Public Employees Labor Relations Board (PELRB), within 30 days.

e) Upon the expiration of the thirty day review period, or, if a hearing was scheduled, upon receipt of the Board of Selectmen's decision, the grievant may elect to request arbitration at Step Three by the American Arbitration Association , or, by mutual agreement, the Public Employees Labor Relations Board (PELRB).

f) Each grievance must be submitted in writing by the union and must contain a statement of the facts surrounding the grievance, the provision(s) of this agreement allegedly violated, the relief requested and the extent to which the grievant has sought an informal adjustment of the grievance.

2. Procedure

a) Step One: An employee desiring to process a grievance must file a written statement of the grievance to the chief of police no later than ten days after the employee knew the facts on which the grievance is based and, in no case, more than one month after the occurrence. The chief of police shall meet with the employee within three days following receipt of the notice and shall give a written decision within three days thereafter.

b) Step Two: If the employee is not satisfied with the decision of the chief of police, the employee may file within five days following the chief's decision a written appeal to the town manager or the manager's designee setting forth the specific reasons why the employee believes that the agreement is being violated by the town action in question. Within ten days following receipt of the appeal, the town manager (or designee) shall either issue a written decision or schedule a hearing. Said hearing shall be held no later than thirty days following receipt of the appeal, and a written decision shall be rendered within five days thereafter.

c) Step Three: If the employee is not satisfied with the decision of the town manager, the union may file, within twenty days following receipt of the town manager's decision, a request for arbitration to the American Arbitration Association under its rules and regulations. The decision of the arbitrator shall be final and binding on the parties. The total cost of the arbitration shall be borne by the losing party.

3. All of the foregoing time limitations may be extended by mutual agreement of the parties.

4. 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 "hearings officer" on behalf of the town.

ARTICLE XXIII: MISCELLANEOUS

1. Intra-Unit Relations. Since it is to the benefit of all that harmonious fraternal relations prevail in the department, any disputes which may arise between and among members of the unit and which have major consequences upon their performance shall at the chief of police's discretion be referred to the bargaining agent for mediation and resolution.

2. Performance Evaluation. The Town of Merrimack's Employee Performance Appraisal program shall be used for evaluating the level of success of the employees' on-the-job performance. The annual Employee Performance Appraisal shall be a major part of the basis for discipline, promotion, and the awarding of Performance Bonus pay. Employees will be provided a true copy of all completed Employee Performance Appraisal forms. Any disciplinary action resulting from an Employee Performance Appraisal and relating to Article XXI may be submitted to the grievance procedure.

3. Joint Safety Committee. The town and the union shall each appoint two members to the Occupational Safety Committee. This committee shall meet every other month and discuss safety and health conditions. Committee members will be granted time off with pay when meeting jointly with management, and for any inspection or investigation of safety or health problems in the department or authorized by the chief of police.

4. Employee Rights and Responsibilities. The Chief of Police shall appoint a committee including at least one member of the bargaining unit to review current policy and to revise and publish same as official departmental policy.

ARTICLE XXIV: SEPARABILITY

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 into this agreement and, in such event, the remainder of this agreement shall continue to be binding upon the parties thereto.

ARTICLE XXV: EFFECT OF AGREEMENT

1. This instrument constitutes the entire agreement between the town and the union, arrived at as a result of collective bargaining negotiations except where such amendments hereto as shall have been reduced to writing and signed by the parties.

2. The parties acknowledge that during the negotiations which resulted in this agreement, each had 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 understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the town and the union, for the 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 referred to or covered by this agreement, or with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this agreement.

ARTICLE XXVI: DURATION OF AGREEMENT

This agreement shall be in full force and effect from and after July 1, 2011 through June 30, 2013 subject to town meeting approval.

Signed this 28th day of June 2012.

FOR THE UNION:	FOR THE TOWN OF MERRIMACK:
Chief Negotiator	Town Manager
Member, Local #12	
Member, Local #12	

Appendix A: Wage Schedule

IBPO LOCAL 320 WAGE SCHEDULE
July 4, 2011 – June 30, 2012 0.00%

Classification	Code	Start	6mos	12 mos	18 mos	24 mos	30 mos
Patrolman	3001	22.68	23.58	24.53	25.51	26.52	27.06
Master Patrolman	3002	27.52	27.91	28.47	28.92	28.92	28.92
Sergeant	3003	30.01	30.59	31.19	31.85	31.85	31.85
Detective Patrolman	3004	24.70	25.69	26.72	27.80	28.90	28.90
Detective First	3005	29.40	29.77	30.38	30.88	30.88	30.88
Detective Sergeant	3006	32.07	32.68	33.30	34.04	34.04	34.04

IBPO LOCAL 320 WAGE SCHEDULE
July 1, 2012 - July 2, 2013 1.00%

Classification	Code	Start	6mos	12 mos	18 mos	24 mos	30 mos
Patrolman	3001	22.91	23.82	24.78	25.77	26.79	27.33
Master Patrolman	3002	27.80	28.19	28.75	29.21	29.21	29.21
Sergeant	3003	30.31	30.90	31.50	32.17	32.17	32.17
Detective Patrolman	3004	24.95	25.95	26.99	28.08	29.19	29.19
Detective First	3005	29.69	30.07	30.68	31.19	31.19	31.19
Detective Sergeant	3006	32.39	33.01	33.63	34.38	34.38	34.38