COPY

AGREEMENT BETWEEN

THE TOWN OF MERRIMACK, NEW HAMPSHIRE

AND

LOCAL #2986 OF THE AMERICAN FEDERATION

OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

(AFSCME)

June 29, 2006 through **July 2, 2010**

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ARTICLE I: AGREEMENT

This agreement between the Town of Merrimack, New Hampshire (hereinafter called the "Town"), and Local 2986, American Federation of State, County and Municipal Employees (hereinafter called the "Union"), is made and entered into on this May 4, 2006

ARTICLE II: PURPOSE

The general purpose of this Agreement is to set forth agreements reached between the Town and the Union with respect to wages, hours, and other terms and conditions of employment for employees in the bargaining unit described in the recognition clause.

ARTICLE III: RECOGNITION

1. The Town recognizes the Union as the exclusive bargaining agent for all permanent (regular) members of the town's Department of Public Works as shown below:

HIGHWAY DIVISION

Maintainer I

Equipment Operator I

Equipment Operator II

Equipment Operator III

EQUIPMENT MAINTENANCE DIVISION

Mechanic I

Mechanic II

WASTEWATER DIVISION

Operator I

Operator II

Laboratory Technician

Operator II/Lab Technician

Mechanic I

Mechanic II

Equipment Operator II

Equipment Operator III

Compost Foreman

SOLID WASTE DIVISION

Recycling Attendant

Equipment Operator III

2. The term "employee" as used herein refers to members of this unit. This includes those employees who are employed on a permanent (regular) schedule of 30 hours per week or more in the classifications listed above. Probationary, temporary and part-time employees (working less than 30 hours per week) are excluded from the definition of employee and thus the unit.

ARTICLE IV: EXCLUSIONS

1. The agreement excludes the classifications and positions of:

Assistant Director

Secretary I and II

Superintendent/Supervisor

Foreman

Dispatcher/Operations Assistant

Scale Operator

Solid Waste Supervisor

Chief Operator

Assistant Chief Operator

Maintenance Manager

Laboratory Manager

Industrial Wastewater Pretreatment Manager

Sewer Inspector

Construction Inspector

2. 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 Employee 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, handicap, or membership or non-membership in the union.

ARTICLE VI: STRIKES AND LOCKOUTS

Under no circumstances will the union cause, encourage, sponsor or participate in any strike, sit-down, stay-in, stay-out, sick-in, sick-out, work slowdown, withholding of services or any curtailment of work or restriction or interference with the operations of the department during the term of this agreement.

ARTICLE VII: 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, 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 or other legitimate reasons;

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

   d. The right to determine the means, methods, budgetary, and financial procedures, and personnel by which the departmental operations are to be conducted;

   e. The right to take such actions as may be necessary to carry out the missions of the departments 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; grievances alleging a failure to comply with such procedure will be subject to grievance Article XIII of this agreement, except that where a management right is specifically required to be exercised in accordance with a specific procedure as provided in this

agreement, grievances alleging a failure to comply with such procedure will be subject to grievance Article XIII of this agreement.

3. 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.

ARTICLE VIII: CONSULTATION

1. Representatives of the union may meet with the department head or a designee once each 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 department head or the designee no less than five days before the scheduled date of the meeting. At the discretion of the department head or the designee, additional matters for discussion may be placed on the agenda. When such is the case the union will be given five days to consider the matter prior to its discussion. Nothing contained herein shall prevent the department head or the designee and the union from meeting on a more or less frequent basis upon mutual agreement.
2. Nothing contained herein shall prevent the union from consulting with the department head or the designee at any time, if matters of mutual concern arise of an urgent or emergency nature. However, grievances must be submitted in accordance with the procedure contained in this agreement.

ARTICLE IX: UNION BUSINESS

1. The union officers and representatives shall be President, Vice President, Secretary/Treasurer, Stewards (2).
2. The union shall advise the town of the names of the employees holding the above union offices within thirty days after election.
3. Union officers as described above shall be permitted to process grievances and exercise the Consultation Article during their scheduled hours of duty, provided they have prior permission from the department head or a designee and the amount of time in which employees are engaged in such activities is reasonable.
4. An effort will be made to schedule at least half of the negotiating sessions at a time which does not conflict with the scheduled duty of employees who are members of the union 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 duty at a time during which a collective bargaining meeting will be held, said employee will be permitted to participate in negotiations without loss of pay.

5. Employees elected as delegates to the AFSCME International Convention, N. H. Public Employees Convention, Council #93 or the N. H. State Labor Council Convention, shall be allowed time off with pay to attend these conventions. The union is restricted to a total absence of three working days per calendar year, travel time included, but may select which of the above conventions and the number of employees among which to distribute the three days. Approval will be granted upon written petition by the union which specifies names, dates, and conventions to be attended.

ARTICLE X: DUES DEDUCTION

1. The town agrees to withhold dues from the members of the union weekly and submit a check along with a list of employees who paid said dues and in what amount, at least once each month, to the treasurer of AFSCME, Local #2986.
2. The union shall submit authorization forms to the town Treasurer for each member who requests payroll deduction of dues.
3. No weekly deductions will be made whenever the employee's weekly pay is an insufficient amount to cover the deduction. In no case will the town attempt to collect fines or assessments for the union beyond the regular dues.

ARTICLE XI: MAINTENANCE OF MEMBERSHIP

1. Members of the bargaining unit who, on the effective date of this agreement are members of the union, and employees who become members of the bargaining unit and the union after that date, shall continue their memberships in the union during the duration of this agreement provided, however, that employees may at their discretion and in writing, withdraw their memberships from the union any time within the period between 120 days and 60 days prior to the expiration date of the agreement.
2. Should there be a dispute between an employee and the union over the matter of an employee's union membership, the union agrees to hold the town harmless in any such dispute.

3. The union shall post notices on departmental bulletin boards 120 calendar days prior to the expiration date of the agreement advising employees of their right to terminate payment of dues and union membership.

ARTICLE XII: DISCIPLINE AND TERMINATION FOR CAUSE

1. All discipline shall be for just cause and shall be appropriate to the infraction for which the disciplinary action is being taken.
2. Disciplinary action will normally be taken in the following order; however, the sequence need not be followed if an infraction is sufficiently serious to merit a greater disciplinary action.
   a) verbal warning
   b) written warning
   c) suspension without pay
   d) discharge
3. All warnings, suspensions, and discharge notices shall be in written form and identify the reason for the action and shall be signed by the employee as an acknowledgment of the action only. The employee will receive a copy of such warnings and notices, and the union shall be informed within five working days that the employee has received disciplinary action. Upon written request of the disciplined employee to the Town Manager or a designee, the union shall be provided a complete copy of the disciplinary action.
4. Employees may examine their own individual personnel files at reasonable times under the direct supervision of the employer.
5. In determining the appropriate disciplinary action to take against an employee, the Town may consider any prior infraction(s) that resulted in a suspension, with or without pay, for the period of four years from the date discipline is imposed. Further, the Town may consider prior in fraction(s) that resulted in a written warning for up to two years from the date discipline was imposed. Verbal warnings will be removed, at the request of the employee, after one year.

ARTICLE XIII: GRIEVANCE PROCEDURE

1. **Definition**

   a. A grievance under this article is defined as an alleged violation of any provision of this agreement except Article VII (Management Rights) in which an individual grievant alleges a personal loss or injury.

   b. NOTE: Employees who have a "complaint" may take up the complaint with their immediate supervisors verbally before they can process the complaint as a formal grievance. Immediate supervisors shall give their answers within five (5) work days. It is anticipated that nearly all complaints can be resolved informally without grievance. 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 and the relief requested.

2. **Procedure**

   a. Step One: An employee, or the union on behalf of an employee, desiring to process a grievance must file a written statement of the grievance to the department head or the designee no later than fifteen (15) work days after the employee knew, or should have known, the facts on which the grievance is based. The department head or the designee shall meet with the employee and the union representative within eight (8) work days following receipt of the notice and shall give a written decision within eight (8) work days thereafter.

   b. Step Two: If the employee or the union on behalf of an employee is not satisfied with the decision of the Step One Hearing Officer, they may file, within ten (10) work days following the department's decision, a written appeal to the town manager or a designee, setting forth specific reasons why the employee or the union believes the agreement is being violated by the town action in question. Within ten (10) work days following receipt of the appeal, the town manager or the designee shall either issue a written decision or schedule a hearing. Said hearing shall be held no later than twenty (20) work days following receipt of the appeal and written decision shall be rendered within ten (10) work days thereafter.

   c. If the union is not satisfied within the disposition of the grievance or no decision has been rendered by the town manager within fifteen (15) working days after the town manager received the grievance and prior to submission of the grievance to arbitration, representatives of the union and management may, by mutual consent, meet to determine if the grievance can be settled without arbitration.

d. Step Three: When a Step Two ruling has been issued by the Town Manager or the designee, a grievant, or the union on behalf of a grievant, may choose to request a review by the Board of Selectmen prior to submitting the matter to arbitration at Step Four. If this option is to be exercised, the Town Manager or the designee shall be notified within the five working days following the grievant's receipt of the Step Two decision. Upon such notification, a copy of the Step Two ruling (including all exhibits and the Step One decision) will be provided to the Board of Selectmen. The Board of Selectmen shall have three weeks from the date of receipt of the Step Two ruling to review the documents. The Board may decide to either allow the Step Two ruling to stand without comment, or to schedule a hearing to determine if they will modify the Step Two decision. Should the Board schedule a hearing, it will be held as expeditiously as possible, and the Board's decision shall be issued within two (2) weeks after the hearing has been completed. Upon expiration of the three week review period, or, if a hearing was scheduled, upon receipt of the Board of Selectmen's decision, the grievant, or the union on behalf of the grievant, may within twenty working days elect to request arbitration by the American Arbitration Association or, by mutual agreement, the Public Employees Labor Relations Board. 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 may be appealed directly to the American Arbitration Association or, by mutual agreement, the Public Employees Labor Relations Board, within the time period specified in Step Four..

e. Step Four: If the employee or the union on behalf of an employee is not satisfied with the decisions of the town at Step Two and/or Step Three, the union may file, within fifteen (15) work days following receipt of the last decision, a request for arbitration to the American Arbitration Association or, by mutual agreement, the Public Employees Labor Relations Board, under its rules and regulations. The decision of the arbitrator shall be final and binding on the parties.

3. The cost of the arbitration shall be borne by the losing party. It shall be incumbent upon the arbitrator to specify the party designated as the losing party to facilitate payment of arbitration costs.

4. The foregoing time limitations may be extended by mutual written agreement of the parties.

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.

6. The town shall not designate a hearing officer at any step of the grievance procedure who has heard the grievance at a prior step.

ARTICLE XIV: HOURS OF WORK AND OVERTIME

1. **Normal Work Schedules**

   (1) The normal work schedule shall be forty hours per week at times operationally required by the requirements of the job.

2. **Work Day and Work Week**

   (1) The workday is defined as 12:01 a.m. until 12:00 midnight. The workweek is defined as 12:01 a.m. Sunday until 12:00 midnight on the subsequent Saturday.

3. **Overtime**

   a. All hours actually worked in excess of eight hours in a day or forty hours in a work week and any work outside of the employee's regularly scheduled work hours shall be paid at the overtime premium of 1.5 times the employee's base hourly rate. All overtime assignment/performance shall be in accordance with the provisions of the Overtime Policy of the Town of Merrimack Department of Public Works.

   b. Employees who work more than sixty hours in a work week shall be paid overtime at the rate of two times their base hourly rates for each hour worked beyond sixty. The following criteria shall be met to receive this rate:

      (1) All hours actually worked shall be included in the total. "Hours actually worked" shall include eight hours for each paid holiday and a maximum of 8 hours "pay for rest" in any one week. Any hours over eight (8) paid for rest in a single work week shall not be counted toward the computation of double time. For the purpose of calculating eligibility for the double time rate, all other paid absences shall be excluded from the total hours actually worked in a work week.

      (2) All hours actually worked in an overtime status shall be included. Callbacks paid as three hours shall be counted as three hours.

      (3) When the total of (1) and (2) above reaches sixty hours worked in a work week, the double time rate shall be paid for the sixty-first hour worked and each additional hour worked.

4. General or universal changes in the hours of work (shifts) in excess of a change of one hour will be negotiated with the union prior to change; if a change of one hour or less is made, a one-week notice will be provided to all affected employees.

5. Employees who have completed their normal shifts and are called back to work for overtime shall be compensated at time and one-half for a minimum of three hours. Persons who have left their place of employment and who are recalled to work prior to the next normal shift will be paid for a minimum of three hours at the rate of time and one-half provided, further, that employees who are called back for overtime or emergency work and who complete the required task and return to their residences within the three-hour minimum guarantee may be called back for additional emergency or overtime without an additional three hours minimum work guarantee. It is the purpose and intent of this section to assure an employee of at least three hours of pay at overtime rates for the inconvenience of being called back to work between the normal shifts, but not to be separately paid for several call-backs within the three-hour minimum guarantee period. "Persons who have left their place of employment" are defined as those who have punched out on the time clock prior to having been asked to work overtime.

6. There shall be no interrupting of normal schedule to avoid payment of overtime.

7. A ten-minute break will be provided during both the morning and afternoon normally scheduled work periods.

8. The normal work day is eight consecutive hours of work. Employees are allowed to eat their lunch during these working hours without loss of pay.

9. Employees shall not be required to work overtime in a division outside of the one in which they perform their normal job duties.

10. **Differential Pay**

    a. Employees regularly scheduled to work on Saturdays and/or Sundays shall receive an additional fifty cents per hour for such work actually performed.

    b. Employees required to operate snow removal vehicles equipped with wing plows shall be paid an additional $1.00 per hour while operating said equipment during snow plowing only.

11. If employees are scheduled to work a regularly scheduled shift but, in the opinion of management, are unable to do so because of fatigue due to an extended tour of duty, employees may be instructed to use sleeping accommodations provided on the department's grounds or be asked to return home for rest and recuperation. If so instructed, employees will receive their regularly scheduled straight-time pay for the shift. To qualify to be paid for the remainder of the shift, employees shall remain available for immediate recall to work until the start of their next regular shift or for twenty-four hours, whichever is shorter.

12. **Wastewater On-Call**. An employee will be paid one hour at 2.0 times their base hourly rate for each 24-hour period that the employee is required to wear

a pager. Employees wearing a pager are expected to respond to alarms at the wastewater treatment facility and respond either by way of electronic (laptop) means or in person if the alarm shall so warrant. Members of the union interested in the overtime shall be pre-qualified by the administration. Employees wishing to be removed from the on-call list must give 30 days notice. Employees that cannot fill a scheduled on-call shift must make arrangement with other qualified employees to swap shifts. Failure to act responsibly may be grounds for the employee's name from being permanently removed from the list. This provision shall become effective upon ratification by the voters and the parties agree to execute a side bar agreement to that effect. The 2.0 times base stipend is in addition to any overtime applicable to responding to the page. If there are not sufficient volunteers the Town may not mandate unit employees to fill shifts.

ARTICLE XV: SENIORITY

1. There shall be two types of seniority:

   a. Department Seniority: Department seniority shall relate to the time an employee has been continuously employed by any of the town departments represented by this agreement.

   b. Classification Seniority: Classification seniority shall relate to length of time an employee has been employed in a particular classification.

2. Classification seniority in the classification involved shall prevail in matters concerning layoffs. Qualified and available former regular employees shall be reinstated before new employees are hired following a layoff. This preference shall expire after one year.

3. No employee shall have the right of replacing another employee in any classification by virtue of department seniority alone, except that in the event of a permanent lack of work in any classification, those employees affected in that classification shall be assigned, when operationally possible, to the next lower classification for which they are qualified. Absolute "bumping rights" are not to be assumed by the foregoing.

4. Upon receiving a promotion, the promoted employees' names shall be entered at the bottom of that particular classification seniority list to which they have been promoted, regardless of their department seniority, and they shall be considered to be the junior or least senior employee in that classification, regardless of the department seniority of other employees already in that job, until such time as other promotions/hirings are made into this classification. New promotions/hirings shall be entered at the bottom of that particular classification seniority list concerned. If promoted employees do not pass their new positions' probationary periods or if they are unsatisfied with the position within 30 days after the assignment, then they shall be returned to

their old classifications at the earliest date that is operationally possible and regain their former classification and associated seniority.

5. Until new employees have served the initial six-month probationary period, it shall be deemed that they have no seniority status, and they may be discharged or laid off with or without cause, and such discharge or layoff shall not be subject to the grievance procedure.

6. Employees shall not forfeit seniority during absences caused by:

   a. Illness resulting in total temporary disability due to their regular work with the town, certified to by an affidavit from the worker's compensation carrier.

   b. Illness resulting in total temporary disability, certified to by a physician's affidavit.

7. Employees shall lose their seniority for, but not limited to, the following reasons:

   a. discharge for just cause

   b. resignation.

8. The employee's present classification seniority as of the effective date of this contract, shall be the only type of seniority considered for the purpose of establishing the classification seniority system called for in this article. This classification seniority must have been continuous in nature to merit consideration under this section. The preparation and maintenance of the classification seniority roster shall be the responsibility of the department head.

ARTICLE XVI: WORK REDUCTION OR LAYOFFS

1. If there is a layoff or any reduction in the work force, the person with the least seniority in the affected classification within the affected division will be laid off first. These laid-off employees will be recalled in the reverse order of layoff. The person with the most seniority will be hired back first.

2. All employees who have been laid off will be kept on a re-employment list for a minimum of one year.

ARTICLE XVII: JOB POSTING

1. All permanent opportunities within the unit must be posted for one week and a copy of the posting sent to the union.
2. Job posting shall include job specifications, rate of pay, job location (by division) and the shift.
3. Current bargaining unit employees shall be given an opportunity to apply for all vacant and/or newly-created positions.

ARTICLE XVIII: SALARIES

1. Effective the first full pay period in July 2006, all members of the bargaining unit will receive a pay increase equal to the amounts set forth in Appendix A – Pay Table.
2. When experience possessed by a newly-employed unit member is in excess of that required for the job, that employee may be started at a step up to Step 3 (1-3 Yrs.) in recognition of the prior experience.
3. Any employee who is promoted into a higher classification shall be placed on the lowest step which reflects an increase in the hourly rate of pay for that individual. This right may be waived upon agreement between the president of Local #2986 and the town. A promoted individual shall serve six months on performance probation, during which time unsatisfactory performance may be cause for demotion to the formerly held position or its equivalent. Upon successful completion of the probationary period, the employee shall be moved to the next higher step on the salary schedule.
4. Movement between steps shall be based upon the satisfactory performance of the employee. The performance evaluation dated closest to the anniversary date for the step increase shall be used to make the judgment. A performance evaluation which generally rates the employee's overall performance as "Excellence" or "Success" justifies a step increase. An evaluation which generally indicates that the employee's overall performance needs improvement may, at management's discretion, justify denying a step increase. Improvement in performance may make the employee eligible for the increase at a later date.
5. Whenever a step increase has been approved, it will become effective on a Sunday for payroll purposes. If the anniversary date falls on Monday, Tuesday, or Wednesday, the preceding Sunday shall be the effective date of the raise. If the anniversary date falls on a Thursday, Friday, or Saturday, the following Sunday shall be the effective date.
6. When employees assume the duties and responsibilities of a higher classification, they shall receive either the minimum of the range for such classification or an increase of five percent per hour, whichever is greater, for each full hour worked, including break periods, in that classification except

when employees are on overtime or emergency work assignment occurring during non-regularly scheduled work hours.

ARTICLE XIX: SUPPLEMENTAL COMPENSATION (BENEFITS)

1. **Health Insurance**

a. Employees shall be eligible for participation in the current Healthsource HMO health insurance plan or, at the Town's option, in another HMO plan or an indemnity plan that provides significantly comparable coverage and Employee out-of-pocket costs. The Blue Cross Comp 100 and Matthew Thornton HMO plans previously offered to all Town employees, as well as Blue Cross' Blue Choice plan, shall be acceptable alternatives to the Union should the Town choose to select one; however, the Town shall have the right to obtain Employee health insurance coverage from any insurance carrier or to self-insure for any portion of said coverage after consultation with the Union.

b. For full-time employees hired prior to July 1, 2006, 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, provided however, that the employee's total contribution for the HMO plan in any given fiscal year shall not exceed:

1. For the contract year 7/1/06-6/30/07; 1% of the employee's base yearly salary/wage.

2. For the contract year 7/1/07-6/30/08; 1 1/2% of the employee's base yearly salary/wage.

3. For the contract years 7/1/08-6/30/10; 2% of the employee's base yearly salary/wage.

c. 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.

d. The Town agrees to establish a 125 Plan for the pre-tax withholding of employee's contributions to health insurance and other qualifying expenses.

2. **Dental Insurance**

a. Employees shall be eligible for participation in the current town's dental insurance plan or, at the Town's option, in another plan that provides significantly comparable coverage and Employee out-of-pocket costs. The Town shall have the right to obtain Employee dental insurance coverage from any insurance carrier or to self-insure for any portion of said coverage.

b. The Town shall pay 100% of the dental insurance premiums relating to an Employee's coverage and 100% of the premiums relating to his spouse and dependent children.

3. **Life Insurance**

a. Employees shall receive the following term life insurance coverage, and the Town shall pay 100% of the related premiums.

Employee life	$10,000
Employee accidental death and dismemberment	$10,000
Spouse life	$1,000
Child life - under 6 months	$100
Child life - 6 months and older	$500

b. The supplemental life insurance program that is currently available for Employee participation at their own expense shall continue to be offered solely at the Town's option.

4. **Disability Insurance**

a. Employees shall receive short-term disability insurance coverage providing a weekly benefit equal to the lesser of 70% of their base weekly wages or $600.00 per week for a 26-week period. This benefit shall be payable from the first day of a covered accident or the eighth day of a covered illness.

b. The Town shall pay 100% of the related premiums.

c. During a covered absence, an Employee may elect to receive 100% of his or her base weekly wage from the Town and to have such payments charged against his or her accrued sick leave balance until exhausted and then, if necessary, against his or her accrued vacation balance. Town payments shall be discontinued when both accrued leave balances have been exhausted. All disability benefit checks from the insurance carrier, that relate to the period for which such payments are made by the Town,

shall be endorsed to the Town and credited to the Employee's accrued leave balances.

d. An Employee that becomes eligible for a weekly disability benefit must apply for that benefit.

e. The Town and/or its disability insurance carrier shall have the right to request updates of medical information during a covered absence and to designate a physician for a related medical examination, for which the Town shall pay the cost.

f. Any covered absence must be supported by a physician's statement that outlines the nature of the Employee's disability and that provides an estimated date for the Employee's return to full duty. Immediately upon an Employee's return to duty from a covered absence, he shall provide to the Town a physician's statement certifying as to the Employee's fitness for duty.

g. During a covered absence, no Employee shall engage in any form of employment.

5. **Worker's Compensation**

a. Employees shall receive workers compensation insurance coverage as prescribed by, and to the extent required by, the laws of the State of New Hampshire.

b. The Town shall pay 100% of the related premiums.

c. During a covered absence, an Employee may elect to receive 100% of his or her base weekly wage from the Town and to have such payments charged against his or her accrued sick leave balance until exhausted and then, if necessary, against his or her accrued vacation balance. Town payments shall be discontinued when both accrued leave balances have been exhausted. All workers compensation benefit checks from the insurance carrier, that relate to the period for which such payments are made by the Town, shall be endorsed to the Town and credited to the Employee's accrued leave balances.

d. An Employee that becomes eligible for a workers compensation benefit must apply for that benefit.

e. The Town and/or its workers compensation insurance carrier shall have the right to request updates of medical information during a covered absence and to designate a physician for a related medical examination, for which the Town shall pay the cost.

f. Any covered absence must be supported by a physician's statement that outlines the nature of the Employee's disability and that provides an estimated date for the Employee's return to full duty. Immediately upon an Employee's return to duty from a covered absence, he shall provide to

the Town a physician's statement certifying as to the Employee's fitness for duty.

g. During a covered absence, no Employee shall engage in any form of employment.

6. **Unemployment Compensation**

a. Employees shall receive unemployment compensation insurance coverage as prescribed by, and to the extent required by, the laws of the State of New Hampshire.

b. The Town shall pay 100% of the related premiums.

7. During any paid absence of more than 30 calendar days, except one covered by workers compensation insurance, the Town will pay the Employee's group insurance premiums only for the first 12 weeks of the absence. Thereafter, the Employee may keep the insurance coverage in force by paying to the Town the related premiums for each month by the last day of the preceding month. An Employee's failure to pay premiums on a timely basis shall be sufficient grounds for the termination of insurance coverage. During any absence covered by workers compensation insurance, the Employee's group insurance premiums will continue to be paid fully by the Town.

8. Any questions or disputes concerning benefits paid by the insurance policies or plans described in this section shall be resolved in accordance with the terms and conditions set forth in said policies or plans and shall not be subject to the grievance procedure included in this Agreement. The failure of any insurance carrier to provide any benefit for which it has contracted or for which it is obligated shall result in no liability to the Town, nor shall such failure be considered a breach by the Town of any obligation undertaken by this Agreement. Nothing in this Agreement shall be so construed as to relieve any insurance carrier from any liability that it may have to the Town, to any Employee, or to any beneficiary of an Employee.

9. **Personal Leave**

a. Employees may be granted up to 16 hours of non-cumulative paid leave each contract year to deal with personal matters.

b. Personal leave may be used by the hour or by the shift and/or in conjunction with the use of accrued sick leave balances.

c. All personal leave requests shall be made to the Department Head or a designee at least 24 hours in advance, except in documented emergency situations or illnesses. If a 24-hour notice is given, no explanation for the personal time request will be required. No request will be denied unless it will adversely affect departmental operations.

10. Military Leave

Upon presentation of appropriate military leave and earnings statements, the Town shall pay an Employee, who is a member of the US Armed Forces Reserve Components (including the National Guard) and who is called to active duty or activated for training, the difference between straight-time pay lost and the amount of taxable pay received for up to 14 calendar days per calendar year.

11. Witness/Jury Duty

An Employee called as a juror or a witness shall be paid by the Town the difference between any related compensation received by the Employee from the court or an attorney and the amount of the Employee's basic wages that were lost during the required absence. Satisfactory evidence of jury or witness duty and the time served, must be submitted to the Department Head. Employees shall report to their regular work assignment as soon as possible after being excused from jury duty.

12. Paid Sick Leave.

a. Employees shall earn sick leave at the rate of 1.85 hours per week (96 hours per year). Sick leave shall accrue at this rate regardless of the number of hours actually worked in a week, except that no Employee shall accrue sick leave during an unauthorized or unpaid absence. That portion of an applicable Employee's accrued sick leave balance that exceeds 240 hours at the end of any fiscal year (July 1 through June 30) will be purchased by the Town at the rate of 50% times the Employee's base hourly wage. The related payment will be made on the last pay day of the subsequent July.

b. Sick leave shall be paid at the Employee's base hourly wage.

c. To be eligible for sick leave usage, an Employee must notify the Department Head of the impending absence not later than one hour before the start of his or her shift

d. The Town may require medically documented evidence of the cause of sick leave if an Employee is absent for three or more consecutive shifts. Such evidence may be required for any use of sick leave by an Employee whose prior use, in the Department Head's opinion, has been excessive.

e. After ten (10) years of service for the Town of Merrimack, and upon separation from Town employment under favorable conditions, employees shall be paid at 2/3rds (66%) of their base hourly wages for their accrued sick leave balances.

13. **Family and Medical Leave**

The Town will grant job-protected, unpaid Family and Medical Leave to Employees to the extent required by the Town's Family and Medical Leave Act policy.

14. While on bereavement leave, personal leave, sick leave, or family and medical leave, no Employee shall engage in any form of employment.

15. During any paid absence of more than 30 calendar days, except one covered by workers compensation insurance, the Employee will accrue personal leave, sick leave, and vacation leave only for the shorter of the first 12 weeks of the absence or the period that the Employee remains in pay status through the use of accrued personal, vacation, and sick leave balances. During any absence covered by workers compensation insurance, an Employee will continue to accrue personal leave, sick leave, and vacation leave.

16. **Educational Reimbursement**

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

b. In the event of a job change made by the Town that requires an upgrade in an Employee's Commercial Drivers License, the additional cost related to the upgrade shall be reimbursed by the Town.

17. **Ambulance Service**

Fees for services rendered to Employees by the Town-operated ambulance service shall be waived or paid by the Town.

18. **Retirement.**

a. Employees hired before August 1, 2003 shall have the option of either having an Individual Retirement Account ("IRA") established by the Union or enrolling in the N.H. Retirement System as provided for herein. If the employee choses the IRA option, the Town shall make monthly contributions of $150 to the IRA. The Union shall be fully responsible for the selection of the financial firm to receive and invest such contributions and for all other matters relating to the administration of the IRA. Once an employee opts to enroll in the NH Retirement System, they forfeit the right to receive the $150.00 contribution to an IRA in the future.

b. The Town agrees to provide members of the bargaining unit with NH Retirement System Group I Plan retirement benefits as required by law.

c. During any paid absence of more than 30 calendar days, except one covered by workers compensation insurance, IRA contributions will be paid only for the shorter of the first 12 weeks of the absence or the period that the Employee remains in pay status through the use of accrued personal, vacation, and sick leave balances. During any absence covered by workers compensation insurance, IRA contributions will continue to be paid by the Town.

19. Bi-Weekly Payroll

The Union agrees the Town may convert to bi-weekly pay once all other Town employees have converted to bi-weekly pay.

ARTICLE XX: VACATIONS

1. Vacation benefits shall be provided to full-time (regular) employees and shall be figured from the hire date as follows:

One year of continuous service	5 days
Two years of continuous service	10 days
Five years of continuous service	15 days
Ten years of continuous service	20 days
Fifteen years of continuous service	25 days

2. Employees are encouraged to take vacation time to which they are entitled in their current anniversary year. Employees shall be entitled to carryover vacation time up an amount equal to two times their then annual accrual amount. Any vacation time in excess of two times the annual accrual amount must be used or it will be forfeited at the end of the year.
3. Upon employee request, the department head or a designee shall schedule vacations. Such request shall not be unreasonably denied. An employee may not take more than ten consecutive days vacation leave without specific approval from the department head.
4. Employees with the greatest seniority shall be given preference in selecting the time they wish to take their vacations. The final determination for scheduling shall rest with the department head or the designee; however, conflicts in scheduling shall be resolved on the basis of the department's needs and seniority in classification.
5. Vacation pay shall be figured at the regular straight-time rate for the number of straight-time regular hours per day the employee normally works.

6. In the event of termination, layoff, retirement, or death, eligible employees or their beneficiaries shall be entitled to payment for all unused accrued vacations time.

ARTICLE XXI: HOLIDAYS

1. All employees, except temporary and part-time employees, shall be paid the holidays listed below. Should a holiday fall on a Sunday and be celebrated on a Monday, all regular employees shall be paid for this day.

New Year's Day	Columbus Day
President's Day	Veterans' Day
Floating Holiday	Thanksgiving Day
Memorial Day	The Friday after Thanksgiving
Independence Day	Christmas Day
Labor Day	

NOTE: A request to take the floating holiday shall be presented to the department head or the designee at least 48 hours prior to the planned absence. Should a concern arise because a number of employees have requested the same day, seniority shall prevail. The maximum number of employees on a floating holiday at any one time shall be determined by the department head. The floating holiday must be used within the calendar year and shall not be cumulative.

2. All work performed on a holiday shall be at the rate of time and one-half over and above the eight hours pay for the holiday for all hours worked
3. Employees shall be entitled to the holiday pay referred to in paragraphs 1 and 2 if they work or are in pay status the regular work day preceding and following the particular holiday, but not otherwise.
4. If employees are required to work on a holiday, or if a holiday falls on an unscheduled work day, they may be granted, if requested by the employee and approved by the department head, a day off with pay in lieu of holiday pay anytime within 30 days of the occurrence.

ARTICLE XXII: BEREAVEMENT LEAVE

1. Bereavement leave of three working days with pay shall be granted to employees in the event of the death of their:

Spouse	Brother/Sister
Parent	Child
Parent-in-law	Child-in-law
Stepsister/brother	Guardian
Stepparent	

2. If paragraph one does not apply, special leave of one working day with pay for the purpose of attending the funeral shall be granted employees upon the death of their:

Grandparent	Grandparent-in-law
Brother/sister-in-law	Granddaughter/son

3. Under extenuating circumstances, two additional days with pay may be granted under Article XXII 1 and 2 with the written approval of the department head or a designee.

ARTICLE XXIII: CLOTHING

1. All regular and prospective regular employees shall be entitled to $200.00 per employee per fiscal year in the form of a credit at a store/supplier who agrees to accept a town purchase order for the purpose of purchase of approved safety footwear. The credit slips shall be issued to every member of the unit annually during the first ten days of October, and they must have been used by December 31.
2. The town will provide without charge to employees, both approved headgear (a cap and/or a helmet) and a T-shirt. When the issued T-shirt is worn as the outer garment, and the helmet is not required, the wearing of the cap shall be optional. The identifying cap shall be worn at all times when the identifying T-shirt is not worn as the outer garment.
3. Employees are responsible for reporting to work in neat and clean clothing appropriate for the job assignment for the day. Failure to do so, or failure to have as part of that apparel the headgear and/or T-shirt as described in paragraph 2 of this article, will result in employees being excused from work without pay until they present themselves in appropriate attire for work.

4. If safety glasses are required, they will be furnished or protective coverings will be provided in lieu of prescription safety glasses.
5. Employees will be provided a "uniform service" which shall include two (2) winter coats and includes cleaning of such clothing worn at work. Employees' personal clothing (outerwear) shall not be worn at work and clothing provided by the town shall not be worn outside of work except while traveling to and from work. This practice is a safeguard motivated by health and safety.

ARTICLE XXIV: SAFETY

1. The department shall have the right to make regulations for the safety and health of its employees during their hours of employment. Representatives of the department and the union may meet once in ninety days at the request of either party to discuss such regulations. The union agrees that its members who are employees of the department will comply with the department's rules and regulations relating to safety, economy and efficiency of services to the department.
2. The Safety Committee of the union employees and management shall meet at least once every thirty days.

ARTICLE XXV: PROMOTIONS AND TRANSFERS

1. The town reserves and shall have the right to make promotions and transfers but shall be governed by classification seniority when the qualifications and experience of the persons being considered are equal.
2. Jobs to be filled through promotion shall be posted on the town bulletin boards for a period of five working days. Management shall make a determination of the filling of such posted positions no later than 30 working days after the close of the posting period.
3. After an award is made of a promotion the name of the person promoted shall be posted for five working days following said award.
4. Vacancies in management positions which are specifically excluded from the bargaining units shall be posted on the departmental bulletin boards.
5. Job postings shall include job specifications, rate of pay, job location, the shift and also if the job is of a permanent nature.
6. Upon receiving promotions, employees' names shall be entered at the bottom of the appropriate classification seniority list to which they have been promoted, regardless of the department seniority, and they shall be considered to be the junior or least senior employees in that classification,

regardless of the department seniority of other employees already in that job, until such time as other promotions/hirings are made into this classification. New promotions/hirings shall be entered at the bottom of that particular classification seniority list concerned. If promoted employees do not successfully complete their new positions' probationary periods, or if they are unsatisfied with the positions within 30 days after assignment, then they shall be returned to their old classifications at the earliest date that is operationally possible and regain their former classifications and associated seniority.

ARTICLE XXVI: MISCELLANEOUS

1. **Intra-Unit Relations**

   Since it is to be benefit of all that harmonious, fraternal relations prevail in the departments, any disputes which may arise between and among members of the unit and which have major consequences of their performances, shall at the department head's discretion be referred to the bargaining agent for mediation and resolution.

2. The town shall provide 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 and then only after approval by the town as being suitable for posting. No union notice shall be posted unless it has been signed by the president or secretary of the union.

ARTICLE XXVII: 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 in this agreement and in such event, the remainder of this agreement shall continue to be binding upon the parties hereto.

ARTICLE XXVIII: EFFECT OF AGREEMENT

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.

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 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 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 they negotiated or signed this agreement.

ARTICLE XXIX: CONTRACTING AND SUBCONTRACTING OUT

1. The town recognizes the concern of the union in regard to contracting and subcontracting out work which results in reduction of the work force.

2. If the town or a department of the town covered by this agreement changes its methods of operation which involves contracting out work which is now being performed by bargaining unit employees, the town and/or department will give notice to the union of its intention. Furthermore, the town will attempt to absorb affected employees into other town positions. In those cases where employees are not absorbed into other town positions, the town and/or department will provide as much advance notice of pending layoffs as reasonably possible.

ARTICLE XXX: DURATION OF AGREEMENT

This agreement shall be in full force and effect from the beginning of the first full pay period in July 2006 and shall expire at the end of last pay period in June 2010.

If the Board of Selectmen or Local #2986 fails to act with respect to this agreement within thirty days subsequent to the "tentative agreement" date of the parties, the union or the town has the right to request resumption of negotiations for the purpose of declaring an impasse and requesting the appointment by the Public Employee Labor Relations Board of a mediator/ fact finder.

Signed on May 4 2006.

FOR THE UNION:	FOR THE TOWN OF MERRIMACK:

APPENDIX A

AFSCME 2986

Attachment A - Pay Table

3.50% Effective July 2, 2006

Position/classification	Code	Step 1 New Hire	Step 2 6 Months	Step 3 1 Year	Step 4 3 Years	Step 5 5 Years	Step 6 10 Years	Step 7 15 Years
Maintainer I		10.803	11.217	11.658	12.120	12.693	12.946	13.205
Recycling Attendant	4001 Hourly	12.985	13.482	14.013	14.570	15.258	15.563	15.875
Equipment Operator I	4002 Hourly	14.318	14.772	14.916	15.606	16.335	16.661	16.995
Operator I	4003 Hourly	14.772	15.189	15.606	16.335	16.751	17.086	17.427
Mechanic I	4004 Hourly	14.990	15.404	15.819	16.666	17.510	17.860	18.217
Equipment Operator II	4005 Hourly	15.189	15.606	16.162	16.849	17.496	17.845	18.202
Compost Foreman	4006 Hourly	15.617	16.045	16.805	17.307	17.983	18.343	18.710
Equipment Operator III	4007 Hourly	15.732	16.292	17.138	17.983	18.655	19.026	19.407
Lab Technician	4008 Hourly	16.691	17.106	17.525	17.911	18.368	18.736	19.110
Operator II	4009 Hourly	16.222	17.051	17.898	18.740	19.226	19.612	20.004
Mechanic II	4010 Hourly	17.051	17.898	18.740	19.575	20.404	20.812	21.228
Operator II/Lab Technician	4010 Hourly	17.051	17.898	18.740	19.575	20.404	20.812	21.228

AFSCME 2986

Attachment A - Pay Table

3.75% Effective July 1, 2007

Position/classification	Code	Step 1 New Hire	Step 2 6 Months	Step 3 1 Year	Step 4 3 Years	Step 5 5 Years	Step 6 10 Years	Step 7 15 Years
Maintainer I		11.208	11.637	12.095	12.575	13.169	13.432	13.700
Recycling Attendant	4001 Hourly	13.472	13.987	14.538	15.116	15.830	16.147	16.470
Equipment Operator I	4002 Hourly	14.855	15.325	15.476	16.191	16.948	17.286	17.632
Operator I	4003 Hourly	15.325	15.758	16.191	16.948	17.380	17.726	18.081
Mechanic I	4004 Hourly	15.552	15.982	16.412	17.291	18.167	18.530	18.900
Equipment Operator II	4005 Hourly	15.758	16.191	16.768	17.481	18.152	18.515	18.885
Compost Foreman	4006 Hourly	16.203	16.646	17.435	17.956	18.657	19.031	19.412
Equipment Operator III	4007 Hourly	16.322	16.903	17.780	18.657	19.354	19.740	20.135
Lab Technician	4008 Hourly	17.317	17.748	18.182	18.582	19.057	19.438	19.827
Operator II	4009 Hourly	16.830	17.690	18.569	19.442	19.947	20.348	20.755
Mechanic II	4010 Hourly	17.690	18.569	19.442	20.309	21.169	21.592	22.024
Operator II/Lab Technician	4010 Hourly	17.690	18.569	19.442	20.309	21.169	21.592	22.024

AFSCME 2986

Attachment A - Pay Table

3.75% Effective July 6, 2008

Position/classification	Code	Step 1 New Hire	Step 2 6 Months	Step 3 1 Year	Step 4 3 Years	Step 5 5 Years	Step 6 10 Years	Step 7 15 Years
Maintainer I		11.628	12.074	12.549	13.047	13.662	13.935	14.214
Recycling Attendant	4001 Hourly	13.977	14.512	15.084	15.683	16.424	16.752	17.087
Equipment Operator I	4002 Hourly	15.412	15.900	16.056	16.798	17.584	17.934	18.293
Operator I	4003 Hourly	15.900	16.349	16.798	17.584	18.031	18.391	18.759
Mechanic I	4004 Hourly	16.135	16.581	17.028	17.939	18.848	19.225	19.609
Equipment Operator II	4005 Hourly	16.349	16.798	17.396	18.136	18.832	19.209	19.593
Compost Foreman	4006 Hourly	16.810	17.270	18.089	18.630	19.357	19.745	20.140
Equipment Operator III	4007 Hourly	16.934	17.537	18.447	19.357	20.080	20.480	20.890
Lab Technician	4008 Hourly	17.967	18.414	18.864	19.279	19.772	20.167	20.570
Operator II	4009 Hourly	17.461	18.353	19.266	20.172	20.695	21.111	21.533
Mechanic II	4010 Hourly	18.353	19.266	20.172	21.071	21.963	22.402	22.850
Operator II/Lab Technician	4010 Hourly	18.353	19.266	20.172	21.071	21.963	22.402	22.850

AFSCME 2986

Attachment A - Pay Table

3.0% Effective July 5, 2009

Position/classification	Code	Step 1 New Hire	Step 2 6 Months	Step 3 1 Year	Step 4 3 Years	Step 5 5 Years	Step 6 10 Years	Step 7 15 Years
Maintainer I		11.977	12.436	12.925	13.438	14.072	14.353	14.640
Recycling Attendant	4001 Hourly	14.397	14.947	15.536	16.153	16.916	17.255	17.600
Equipment Operator I	4002 Hourly	15.875	16.377	16.538	17.302	18.111	18.473	18.842
Operator I	4003 Hourly	16.377	16.840	17.302	18.111	18.572	18.943	19.322
Mechanic I	4004 Hourly	16.619	17.078	17.538	18.477	19.413	19.801	20.197
Equipment Operator II	4005 Hourly	16.840	17.302	17.918	18.680	19.397	19.785	20.181
Compost Foreman	4006 Hourly	17.315	17.789	18.632	19.189	19.938	20.337	20.744
Equipment Operator III	4007 Hourly	17.442	18.063	19.000	19.938	20.683	21.095	21.516
Lab Technician	4008 Hourly	18.506	18.966	19.430	19.858	20.365	20.772	21.188
Operator II	4009 Hourly	17.985	18.904	19.844	20.777	21.316	21.744	22.179
Mechanic II	4010 Hourly	18.904	19.844	20.777	21.703	22.622	23.074	23.535
Operator II/Lab Technician	4010 Hourly	18.904	19.844	20.777	21.703	22.622	23.074	23.535