ORIGINAL

AGREEMENT BETWEEN

THE

TOWN OF MERRIMACK

AND

AFSCME COUNCIL 93, LOCAL, 3657

EFFECTIVE

JULY 1, 2006 THROUGH JUNE 30, 2010

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ARTICLE I: PREAMBLE/PURPOSE

1. This Agreement is entered into this ____ day of _____ 2007 between the Town of Merrimack, New Hampshire ("Town") and the Professional Public Safety Officers of Merrimack. AFSCME Council 93 Local ("Union").

2. It is the purpose of this Agreement to achieve and maintain harmonious relations between the Town and the Union, to provide for equitable and peaceful adjustment of differences which may arise, and to establish standards of wages, hours, and other conditions of employment.

ARTICLE II: MANAGEMENT RIGHTS

1. Except as otherwise expressly and specifically limited by the terms of this Agreement, the Town retains all its customary, usual, and exclusive rights, decision-making, prerogatives, functions, and authority connected with, or in any way incidental to, its responsibility to manage the affairs of the Town or any part of the Town. The Town shall have no obligation to negotiate with the Union any of the foregoing subjects or the exercise of its discretion pertaining thereto, any matters covered by the terms of this Agreement, and any matters which were or might have been raised in the course of collective bargaining but are not reflected in this Agreement. The rights of Employees and the Union are limited to those specifically set forth in this Agreement.

2. The exclusive prerogatives, functions. and rights of the Town shall include, but not be limited to, the following:

a. To direct and supervise all operations, functions, and policies of the Town in which Employees may be involved.

b. To close or liquidate a department, division, office, branch operation, or facility or combination of facilities or to relocate, reorganize, or combine the work of departments, divisions, offices, branches, operations, or facilities for budgetary reasons or for any other reasons.

c. To determine the need for a reduction or an increase in the work force and the most feasible means of implementing such reduction or increase.

d. To establish standards for hiring, classification, promotion, quality of work safety, materials, equipment, facilities, uniforms, and appearance; it is jointly recognized that the Town must retain broad authority to fulfill and implement its responsibilities and may do so by oral and written policies and procedures that are currently existing or that may be adopted in the future.

e. To revise, replace, or discharge, wholly or in part, current methods, policies, procedures, materials. equipment, facilities, and standards.

f. To assign and distribute work and to assign shifts, workdays, hours of work. and work locations.

g. To promote, transfer, discipline, suspend, demote, or discharge an Employee.

h. To determine the need for educational courses, training programs, on-the-job training" and cross-training, and to schedule Employees for such education and training.

i. To subcontract.

3. Nothing in this Agreement shall be so construed as to limit the rights of the Police Chief, the Fire Chief, or their designees ("Department Head"), in any and all emergency situations, to command,. respectively, the Police and Fire Departments in a manner that,. in their best judgment, is appropriate.

ARTICLE III: RECOGNITION

1. The Town recognizes the Union as the exclusive bargaining agent for the following permanent, full-time positions of the Town's Police and Fire Departments ("Employees"):

Deputy Fire Chief
Fire Captain
Fire Lieutenant
Fire Administrative Officer
Fire Marshall
Fire Inspector
Police Lieutenant
Assistant Communications Supervisor

2. The classifications of job titles used above are for descriptive purposes only and are not intended as an indication nor a guarantee that the classifications or job titles, or the Employees represented thereby, will continue to be utilized by the town.

3. An individual who is subsequently hired or promoted from another collective bargaining unit to a position identified in paragraph 1 of this section shall not be eligible for inclusion in the Union until that individual has completed a probationary period. Said probationary period shall generally be for a period of six continuous months from the date of hire or promotion. However, where poor or questionable performance during said probationary period has been evident to the Department Head, the individual, at the Town's option, may either be discharged, reinstatement to his or her prior Town position, or have his or her probationary period extended for up to six months. After an extended probationary period, the individual, at the Town's option and on the basis of the individual's performance, must be discharged, reinstated to his or her prior Town position, or granted Employee status.

4. This Agreement does not pertain to any current or future part-time or temporary positions of the Town.

ARTICLE IV: NON-DISCRIMINATION

1. Neither the Town nor the Union shall interfere with the right of an Employee to join or not join the Union, and neither party shall discriminate against an Employee due to his or her Union membership, activity, or status or his or her declination of the same.

2. Neither the Town nor the Union shall discriminate against an Employee on the basis of race, creed, religion, color, sex, age, national origin, or physical handicap, unless these factors represent bona-fide occupational qualifications.

ARTICLE V: GENDER

Whenever the male gender is used in this Agreement, it shall be construed to include both male and female genders.

ARTICLE VI: INDEMNIFICATION

The Town will indemnify all Employees in accordance with Chapter 30 of the Town of Merrimack Administrative Code.

ARTICLE VII: UNION BUSINESS

1. Union officers and representatives shall be President, First Vice President, Second Vice President, and Secretary/Treasurer and/or Steward ("Union Officers").

2. The Union shall provide in writing to the Town the names of the Employees serving as Union Officers within thirty calendar days of their election.

3. One Union Officer shall be permitted to process grievances during his scheduled hours of duty provided that he has obtained prior permission from the Department Head and that the time required for such activities is not unreasonable.

4. An effort will be made to schedule collective bargaining sessions at a time which does not conflict with the scheduled duty of Employees on the Union negotiating team. However, if it becomes necessary to schedule a negotiation session during a time when such Employees are scheduled for duty, no more than two of these Employees shall be permitted to attend without the loss of pay.

5. The Union shall be permitted to meet at the Police Station, the Town Hall Conference Room,. and any fire station so long as the use of these facilities does not conflict with normal Town operations or with activities which have previously been scheduled.

6. Employees shall be permitted time off without loss of pay to conduct Union business,. exclusive of attending collective bargaining sessions and processing grievances, so long as the amount of such time off for the entire Union does not exceed sixteen hours during any fiscal year and the time off is requested in writing from the Department Head at least three calendar days in advance.

7. Subject to the conditions specified in Article XVIII, Employees will be permitted to use accrued vacation leave balances to participate in other Union activities.

ARTICLE VIII: NO STRIKES OR LOCKOUTS

1. No Employee shall engage in, induce, or encourage any strike, work stoppage, sick-in, sick-out, slowdown, or any other job action or activity which represents a withholding of services to the Town or which interferes with the normal operation of the Town.

2. The Union shall not call, institute, authorize, participate in, sanction, or ratify any activity referred to in paragraph I of this section nor shall any of its local officers or agents do so.

3. Any Employee that violates paragraph 1. of this section shall be subject to disciplinary action, which may include immediate dismissal.

4. The Town shall not lock out Employees during the term of this Agreement. However, this shall not be construed as to deny the Town the right to lay off Employees or the right to subcontract.

ARTICLE IX: SENIORITY

1. The term "seniority" shall mean an Employee's relative standing in a department or a rank based either on that Employee's length of full-time service within the Police or Fire Department, as calculated from the date of hire, or that Employee's length of full-time service within his current rank, as calculated from the date of appointment of that rank.

2. In the event that the seniority calculated for two or more Employees is identical, the relative standing of those Employees shall be determined by the Department Head.

3. An Employee's probationary period is included in the computation of seniority.

4. The Department Head shall post by July 15 of each fiscal Year (July I through June 30) a list containing the names and seniority of all Employees in the department. This list shall include the Employee's hire date; his seniority within the department; his date of hire or promotion to his current rank; and his seniority by rank. Unless objections to the posted data are reported in writing to the Department Head within ten calendar days of the posting date, the data shall be considered to be have been approved by the Union.

ARTICLE X: HOURS OF WORK AND OVERTIME

1. The normal work schedule shall be: Eight hours per day for five days each week for a Police Lieutenant assigned to patrol duty, Police Lieutenant assigned to detective duty, a Police Lieutenant assigned to Prosecutor duty, a Fire Administrative Officer, a Fire Marshall, a Fire Inspector, or an Assistant Communications Supervisor; 24 hours on duty, followed by 72 hours off duty, (which may encompass more than one workday as defined in paragraph 2 of this section) for a Fire Captain or a Fire Lieutenant. As to the Deputy Fire Chief, his/her hours shall generally follow eight hours per day, five days per week, but may be modified in accordance with the requirements of the Fair Labor Standards Act governing exempt employees.

Police Prosecutor, Detective Lieutenant, and Communications Supervisor will work Monday through Friday 0800 to 1600 hours.

Police Lieutenant's assigned to the Patrol Division will work the following schedule:

First Shift assignment: Monday through Friday 0700 – 1500 hours

Second Shift assignment: Monday through Friday 1500 – 2300 hours

Third Shift assignment: Sunday through Thursday 2300 – 0700 hours

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

3. The position of Deputy Fire Chief shall be salaried. An Employee in that position shall work whatever additional hours are required to fulfill the responsibilities without earning additional compensation or compensatory time. All other Employees shall be paid 1.5 times their effective hourly wage for any hours worked in excess of their normal work schedules.

4. Time paid but not worked (i.e. sick leave, vacation, etc.) shall not be included in the computation of hours worked for overtime purposes.

5. Time worked on outside details shall not be included in the computation of hours worked for overtime purposes. However, Employees shall be paid 1.5 times their effective hourly wage for such time.

6. Except in emergency situations as determined by the Department Head, an Employee shall be given an advance notice of at least five calendar days when the employee's normal work week is to be changed.

7. The term "call-back" shall mean an occasion when an off-duty Employee is required to return to duty due to an emergency or some other urgent situation. A minimum of three hours at 1.5 times the effective hourly wage will be paid for call-backs involving Employees of the Police Department. A minimum of one hour at 1.5 times the effective hourly wage will be paid for callbacks involving Employees of the Fire Department, other than the Deputy Fire chiefs, that respond to first or second alarms at the request of the Department Head. There shall be no callback pay associated with Fire Department responses to still alarms that are so defined by the Fire Department Dispatch Procedure or so designated by the Fire chief or his designee.

8. The exchange of shifts, squads, or rotations between Employees of the same department may be granted by the Department Head, so long as there is no related cost to the Town and only Employees are involved. Requests for such swaps must be in writing and signed by all Employees involved. Upon an Employee's separation from town employment, any swaps owing to or by that Employee shall become null and void.

9. If an Employee, other than a Deputy Fire Chief, is required to appear in court on behalf of the Town on that Employee's day off, the employee will be paid a minimum of three hours at 1.5 times his or her effective hourly wage. This minimum compensation shall also be paid to an Employee who is not given at least a one-hour advance notification of a court schedule change that effects his or her attendance. All State of New Hampshire reimbursements for court appearances shall be payable to the Town.

10. Compensation shall not be paid more than once for the same hours under any provision of this Agreement.

11. The current overtime policy of the Fire Department (copy attached) shall remain in effect unless it is subsequently revised or rescinded by mutual agreement of the Town and the Union.

12. A Committee shall be formed to study staffing needs of the Police and Fire Departments. The Committee shall explore means of establishing man for man coverage on all shifts. The Committee will look at all options and shall study the financial impact to the Town. Upon completion of the study, the Committee shall prepare a report to be submitted to the Town Council prior to the completion of the budget for fiscal year 2009. The Committee shall have an opportunity to present the report to the Town Council at a specially assigned meeting. The Committee shall be comprised of equal numbers of Union and Management members. To the degree there is disagreement, the Committee shall prepare the report specifying both the majority and minority views. If there is equal division, then both views shall be expressed as "Option A" and "Option B."

ARTICLE XI: WAGES

1. Wages will be as set forth in Appendix A. Generally, all wages will be paid each Friday. However, whenever one of the holidays reflected in Article XIII falls on a normal pay day, the wages that would otherwise have been payable on that day shall instead be paid on the preceding day.

2. Wages will generally be paid each Friday. However, whenever one of the holidays reflected in Article XIII falls on a normal pay day, the wages that would otherwise have been payable on that day shall instead be paid on the preceding day.

3. An Employee's final wages shall be paid in accordance with New Hampshire Statutes.

4. An Employee's effective hourly wage shall be his base hourly wage plus the hourly amounts relating to a longevity bonus and an educational incentive for which he may be eligible. The effective weekly wages of a Fire Lieutenant or a Fire Captain shall be his effective hourly rate times 42. The effective weekly wage of an Employee in another position shall be his effective hourly rate times 40.

ARTICLE XII: WORKING OUT OF CLASSIFICATION

An Employee, who is assigned for a period of at least 30 consecutive calendar days the duties and responsibilities of a position that would ordinarily be paid a base hourly rate that is at least 5% greater than his own base hourly rate, shall during such temporary assignment receive a 5% increase in his current base hourly rate. An Employee, who is temporarily assigned the duties and responsibilities of a position that would ordinarily be paid a base hourly rate that is lower than his own base hourly rate, shall continue to be compensated at his current base hourly rate during such

assignment.

ARTICLE XIII: HOLIDAYS

1. Police Lieutenants assigned to Patrol duties shall receive eight hours of holiday pay at their effective hourly wage for each of the following holidays. Said holiday pay shall be in addition to whatever compensation is earned by the Employees for working on these days.

New Year's Day (January 1)
Martin Luther King Day (third Monday in January)
Presidents' Day (third Monday in February)
Memorial Day (May 30)
Independence Day (July 4)
Labor Day (first Monday in September)
Veterans' Day (November 1 I)
Thanksgiving (fourth Thursday in November and following Friday)
Christmas (December 25)

2. Fire Lieutenants and Fire Captains shall receive ten hours of holiday pay at their effective hourly wage for each of the following holidays. Said holiday pay shall be in addition to whatever compensation is earned by the Employees for working on these days.

New Year's Day (January 1)
Martin Luther King Day (third Monday in January)
Presidents' Day (third Monday in February)
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)

3. Police Lieutenants assigned to Patrol, Detective and Prosecutor duties, Assistant Communications Supervisors, Deputy Fire chiefs, Fire Administrative Officers, Fire Marshals, and Fire Inspectors shall not receive additional pay for the above holidays (paragraph 1) but shall be granted these days off with pay. For these Employees, a holiday that falls on a Saturday shall be observed on the preceding Friday, while a holiday that falls on a Sunday shall be observed on the subsequent Monday. Patrol Lieutenants may be required to work these holidays, if deemed necessary by the Chief of Police, and shall be paid eight hours of holiday pay at their effective hourly wage in addition to 1.5 times their effective hourly wage for all hours on these days.

4. If Deputy Fire Chiefs are required to work on any of the holidays in paragraph 1, they shall be granted a floating holiday that, subject to Department Head approval, may be taken at anytime within the subsequent thirty-day period.

5. If Police Lieutenants assigned to Detective and Prosecutor duties, Assistant Communications Supervisors, Fire Inspector, Fire Marshall, Fire Administrative Officers are

required to work on any of the holidays in paragraph 1, they shall be paid eight hours of holiday pay at their effective hourly wage in addition to 1.5 times their effective hourly wage for all hours worked on these days.

6. Police Lieutenants assigned to Patrol duties, who are regularly scheduled to work on any of the holidays in paragraph 1, shall be paid 1.5 times their effective hourly wage for all hours worked on these days.

7. Fire Lieutenants and Fire Captains, who are regularly scheduled to work on any of the holidays in paragraph 2, shall be paid 1.5 times their effective hourly wage for all hours worked on these days.

ARTICLE XIV: EDUCATIONAL INCENTIVE

1. The purpose of this Article is to encourage Employees to obtain education and training which will significantly assist them in the performance of their duties.

2. Employees shall receive the following increase in their base hourly wages based on their attainment of the required educational credits. The amounts reflected are not cumulative.

	40-Hour Workweek	**42-Hour Workweek**
Associate degree - $750 per year	$.36	$.34
Bachelor degree - $1000 per year	$.47	$.46
Master or law degree - $1250 per year	$.60	$.57

3. Employees of the Fire Department shall receive the following increase in their base hourly wages based on their attainment of Company Officer certification. Employees of the Police Department shall receive the same increase based on their attainment of Command Training certification.

	40-Hour Workweek	**42-Hour Workweek**
Company Officer/Command Training - $925 per year	$.445	$.425

4. Employees shall receive the following increase in their base hourly wages based on their attainment of the required certification. The amounts reflected are not cumulative. Maintaining certification is required to receive the incentive.

5.

	40-Hour Workweek	**42-Hour Workweek**
Haz Mat Technician – 925 per year	$ .445	$ .425
Emergency Medical Technician - $1,175 per year	$ .565	$ .545
Emergency Medical Technician I - $1,175 per year	$ .565	$ .545
Paramedic - $1,500 per year	$ .72	$ .69

6. The above wage increases shall become effective on the first Sunday of a fiscal year for an Employee who has submitted to the Department Head before that date proof that the required degrees or certifications have been attained. By November 1 of each fiscal year, Employees shall inform the Department Head of any new degrees or certifications which they expect to attain before the end of that fiscal year.

7. College Courses and Seminars.

a. The Town shall pay on behalf of Employees for up to: 100% of the tuition relating to college courses within an approved degree program; 100% of tuition or registration fees relating to courses and seminars within an approved certificate program; and 100% of registration fees relating to professional seminars that are applicable to Employees' job functions.

b. To qualify for payment by the Town to the institution or agency relative to approved college courses, courses and seminars within certificate programs, and professional seminars, the Employee must sign 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, or courses and seminars within certificate programs, with a grade of "C" or better. The Employee must present to the Department Head within thirty (30) calendar days after completion; relative to a course or a seminar within an approved certificate program, a certificate of completion; relative to a professional seminar, a certificate of attendance; relative to courses for a degree program, evidence of completion. The degree program, the certificate program, and the professional seminar must be recognized by the Department Head as having relevance to the department's operations or the Employee's duties. Department Head approval must be obtained in writing prior to commencement of the course or the seminar, and the total payment to all Employees for both the Police and Fire Departments must not exceed $17,000 for all courses and seminars completed during the fiscal year. Requests for Department Head approval of courses and seminars shall be considered in the order received.

c. During any fiscal year, the payment to an Employee shall initially be limited to their $1,000 individual allotment. Any portion of the following departmental allotments that remain unexpended and uncommitted as of June 1 of the fiscal year shall be pooled and divided equally among all Employees desiring to take additional approved courses or seminars. However, under no circumstances shall the Town on behalf of an Employee pay more than 100% of the related tuition or registration fees. Payment shall be made for courses and seminars to be completed during the fiscal year and Department Head approval has been obtained prior to June 1.

d. The intent of "6c" above is: to ensure that each Employee is given an equal opportunity to utilize this benefit; and to provide to those Employees, who choose to take advantage of this opportunity, the maximum payment possible within the stated limits.

ARTICLE XV: LONGEVITY BONUS

Employees shall receive the following increase in their base hourly wages based on length of full-time service within the Police and Fire Departments, as calculated from date of hire. This increase shall become effective on the first Sunday following an Employee's eligibility. The amounts reflected are not cumulative.

	40-Hour Workweek	**42-Hour Workweek**
Five Years - $650 per year	$.31	$.30
Ten Years - $900 per year	$.43	$.41
Fifteen Years - $1,400	$.67	$.64
Twenty Years - $1,700	$.82	$.78
Twenty-five Years - $2,000	$.96	$.92

ARTICLE XVI: GROUP INSURANCE

1. **Health Insurance**

a. Employees shall be eligible for participation in the current Harvard Pilgrim 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 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.

b. 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.

c. 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 for 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 7/1/07-6/30/08; 1% of the employee's base yearly salary/wage.

2. For the contract year 7/1/08-6/30/09; 1 1/2% of the employee's base yearly salary/wage.

3. For the contract year 7/1/09-6/30/10; 2.0% of the employee's base yearly salary/wage.

d. Should the Town elect an alternative to the current Harvard Pilgrim HMO, it shall provide to the Union a non-binding notice of such election at least 30 calendar days before the effective date of the change.

e. Should the Town choose to appoint an advisory committee to study alternatives to the current Harvard Pilgrim HMO, at least one Employee shall be a member of that committee.

The Town agrees to establish a 125 plan for the purposes of allowing pretax withholding of the employees' contributions to health insurance along with other qualifying expenses.

2. Dental Insurance

a. Employees shall be eligible for participation in the current Guardian 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.

c. Should the Town elect an alternative to the current Guardian plan, it shall provide to the Union a non-binding notice of such election at least 30 days before the effective date of the change.

d. Should the Town choose to appoint an advisory committee to study alternatives to the current guardian plan, at least one Employee shall be a member of that committee.

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. A supplemental life insurance program, comparable to the Guardian plan that is currently available for Employee participation at Employee expense, shall continue to be offered so long as it remains obtainable from an insurance carrier.

4. Disability Insurance

a. Employees shall receive short-term disability insurance coverage providing a weekly benefit equal to the lesser of 70% of their effective weekly wages or $600.00 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 shall be paid 100% of his or her effective weekly wage by the Town, and such payments shall be charged against the Employee's accrued sick leave balance until exhausted and then, if necessary, against his accrued vacation balance. Town payments shall be discontinued when both accrued leave balances have been exhausted. If an Employee delivers to the Finance Department prior to the exhaustion of his accrued sick leave a written request that his accrued vacation leave not be so utilized, Town payments shall be discontinued when his accrued sick leave balance has been exhausted. While the Town is making such payments to the Employee, all related disability benefit checks from the insurance carrier 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 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 shall be paid 100% of his or her effective weekly normal wage by the Town and such payments shall not be charged against the

Employee's accrued sick leave balance. While the Town is making such payments to the Employee, all related workers compensation benefit checks from the insurance carrier shall be endorsed to the Town.

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 outline 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 10 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.

ARTICLE XVII: RETIREMENT

1. Employees shall participate in the New Hampshire Retirement System.

2. The IRS 457 compensation plan is offered and available to all other Town employees on a voluntary, payroll-deduction basis shall be offered and made available to Employees on the same basis.

ARTICLE XVIII: ABSENCES

1. Bereavement Leave. An Employee may be granted paid leave in the event of the death of an immediate member of his family (spouse, parent, step-parent, parent-in-law, child, stepchild, brother, sister, step-brother, step-sister, brother-in-law, sister-in-law, grandchild, grandparent, grandparent-in-law, or any other family member permanently residing in the Employee's household) or the death of one other person that resides in the Employee's household and that has been so identified by the Employee in advance and in writing to the Department Head). The bereavement period shall comprise the four calendar days following the day of death and, if necessary, may be extended to include the day of the funeral and the day after the funeral.

2. Personal Leave.

   a. Fire Lieutenants and Fire Captains shall be granted up to 48 hours of paid leave each fiscal year (July 1 - June 30) to deal with personal matters.
   b. Employees in other positions may be granted up to 16 hours of paid leave each fiscal year (July 1 - June 30) to deal with personal matters.
   c. Personal leave may be used by the hour or by the shift.
   d. All personal leave requests shall be made to the Department Head at least 24 hours in advance. None will be unreasonably denied.

3. Professional Leave

   a. Fire Lieutenants and Fire Captains shall be granted up to 24 hours of paid leave each anniversary period to deal with professional matters. Employees in other positions may be granted up to 16 hours of paid leave each anniversary period to deal with professional matters. Professional leave may be used for seminars, training, or other relevant educational opportunities as approved by the Chief. Such approval shall not be unreasonably withheld.
   b. Professional leave may be used by the hour or by the shift.
   c. The three man rule shall not limit the use of professional time.

4. Military Leave

Paid and unpaid military leave shall be granted as prescribed by law.

5. Jury Duty

An Employee called as a juror shall be paid by the Town the difference between any related compensation received by the Employee from the court and the amount of the Employee's basic wages that were lost during the required absence. Satisfactory evidence of jury 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,

6. Paid Sick Leave

a. Employees of the Police Department and Fire Inspectors, Fire Marshals, Fire Administrative officers and Deputy Fire Chiefs 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 such Employee shall accrue sick leave during an unauthorized or unpaid absence.

b. Fire Lieutenants and Fire Captains shall earn sick leave at the rate of 2.77 hours per week (144 hours per year). Sick leave shall accrue at this rate regardless of the number of hours actually worked in a week, except that no such Employee shall accrue sick leave during an unauthorized or unpaid absence.

c. Sick leave shall be paid at the Employee's effective hourly wage.

d. To be eligible for sick leave usage: Employees of the Police Department must notify the Department Head of the impending absence not later than two hours before the start of their shifts; Employees of the Fire Department must notify the Department Head of the impending absence net later than one hour before the start of their shifts.

e. The Town may require medically documented evidence of the cause of sick leave if any Employee is absent for two or more consecutive shifts. Such evidence maybe required for any use of sick leave by an Employee whose prior use, in the Department Head's opinion, has been excessive, or at any time the Chief deems that the nature of the absence warrants a fitness for duty exam. Further, the Chief may require a "Back to Work Physical" as per Department General Order 02:003 as of January 1, 2006. With regard to the Police Department, such physicals shall determine fitness for duty in accordance with the specific job description as set forth as of January 1, 2006. Nothing herein shall be construed as limiting or otherwise diminishing any management rights associated with the creation or modification of job descriptions and /or the assignment of duties.

f. At the beginning of each fiscal year, an annual review or each Employee's accrued sick leave shall be conducted. Police Department Employees, Fire Inspectors, Fire Marshals, Fire Administrative Officers, and Deputy Fire Chiefs who have accrued sick leave hours over the maximum 480 hours and Fire Lieutenants and Fire Captains who have accrued sick leave hours over the maximum 720 hours shall be paid fifty percent (50%) of all hours in excess of said maximum hours. Payment for excess sick leave hours shall be made no later than July 31st.

g. Upon separation from Town employment under favorable conditions, Employees shall be paid at 2/3 (66.6%) of their effective hourly wages for their accrued sick leave balances.

7. Paid Vacation Leave

a. Employees of the Police Department and Fire Inspectors, Fire Marshals, Fire Administrative Officers, and Deputy Fire Chiefs shall earn the following vacation leave based on their years of service in their respective departments. Such vacation leave may be

used only by the shift by Employees of the Police Department but by the hour in periods of at least two hours by Fire Inspectors, Fire Marshals, Fire Administrative Officers, and Deputy Fire Chiefs. Maximum accruals are shown below.

	Weekly Accrual (Hours)	Maximum Accrual (Hours)
At least 1 year but less than 5	1.54	160
At least 5 years but less than 10	2.31	240
At least 10 years but less than 15	3.08	320
At least 15 years	3.85	400
More than 20 years	3.85	480

b. Fire Lieutenants and Fire Captains shall earn the following vacation leave based on their years of service in the Fire Department. Such vacation leave may be used by the shift or, if approval of the Department Head or his designee is obtained at least 72 hours in advance, it may be used by the hour in periods of at least two hours. Maximum accruals are shown below.

	Weekly Accrual (Hours)	Maximum Accrual (Hours)
At least 1 year but less than 5	1.62	168
At least 5 years but less than 10	2.43	252
At least 10 years but less than 15	3.23	336
At least 15 years	4.04	420
More than 20 years	4.04	512

c. Preference in scheduling vacation leave shall be given to Employees on the basis of (I) their rank and (2) their years of service, respectively. However, the final determination for scheduling of all vacation leave shall rest with the Department head who must give due consideration to the operational needs of the department.

d. Vacation leave shall be paid at the Employee's effective hourly wage.

e. Upon separation from Town employment, an Employee shall be paid at his effective hourly wage for his accrued vacation leave balance.

f. 40 hours will be added to the accrued vacation leave balance of an Employee, other than II Fire Lieutenant or a Fire Captain, when that Employee initially becomes eligible for one of the weekly accrual increases in section a, 42 hours will be added to the accrued vacation leave balance of it Fire Lieutenant or a Fire Captain when that Employee initially becomes eligible for one of the weekly accrual increases in section b.

8. 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.

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

10. During any paid absence of more than 30 calendar days, whether or not it is covered by workers compensation or short-term disability 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.

ARTICLE XIX: UNIFORM ALLOWANCES

1. An Employee of the Police Department, other than the Assistant Communications Supervisor, shall be reimbursed for up to $900 of the cost of appropriate uniforms and uniform articles purchased during any fiscal year (July 1 through June 30). Employees of the Police Department, other than the Assistant Communications Supervisor shall be responsible for replacement of protective vests.

2. An Employee of the Fire Department shall be reimbursed for up to $900 of the cost of appropriate uniforms and uniform articles purchased during any fiscal year (July I through June 30).

3. The Assistant Communications Supervisor shall be reimbursed for up to $500 of the cost of appropriate uniforms and uniform articles purchased during any fiscal year (July 1 through June 30).

4. An Employee of the Police Department, other than the Assistant Communications Supervisor, shall be reimbursed for up to $200 of the cost of cleaning and repairing appropriate uniforms and uniform articles during any fiscal year (July 1 through June 30).

5. Itemized receipts shall be submitted to the Department Head to support all requests for reimbursement.

6. Upon separation from Town employment, an Employee must return to the Town all "gear" (fire protection clothing, weapons, holsters, badges, etc.) that were issued to the employee by the Town.

7. An Employee promoted into or from within the bargaining unit shall receive up to two hundred dollars ($200.00) for the purchase of appropriate uniforms and uniform articles. This is in addition to the fiscal year reimbursements as outlined above.

8. The Fire Department shall provide, for each employee, turnout gear as follows:

1 structural helmet
2 hoods
2 coats
2 pants
2 sets of suspenders
2 sets of gloves

1 forestry shirt
1 forestry helmet
1 set of eye protection

9. The Police Department shall issue one (1) ballistic vest for each sworn Police Department Employee.

ARTICLE XX: VEHICLE MILEAGE

If any Employee is authorized and required to use his personal vehicle fur Town business, he shall be compensated for the related mileage at the current IRS rate for such use.

ARTICLE XXI: CONSULTATION

At any time, the Union or the Town may call a meeting with the other party to discuss matters of mutual concern, including those matters necessary to the implementation of this Agreement. Said meetings shall be called by submitting in writing to the other party at least 10 calendar days prior to the proposed meeting date an agenda of matters to be discussed and the proposed date, time, and place of the meeting. If the proposed date, time, or place of the meeting are not agreeable to the other party, an alternative date, time, or place shall be determined by mutual agreement. Additional matters may be added to the agenda upon the written request of the other party at least 3 calendar days prior to the meeting. The advance notice requirements pertaining to such meetings may be waived by mutual agreement. Written requests required by this Article shall be submitted to the Town Manager and each of the Department Heads, on behalf of the Town, and to the Local President, on behalf of the Union.

ARTICLE XXII: DISCIPLINE AND TERMINATION FOR CAUSE

1. The Town reserves the right to take disciplinary action with just cause in a manner that it considers to be necessary to the effectiveness and efficiency of operations and appropriate to the infraction involved.

2. Disciplinary action shall generally be taken in the following sequence: verbal warning, written warning, suspension without pay, and discharge. However, this sequence need not be followed if an infraction, in the opinion of the Town, is sufficiently severe to merit immediate suspension or discharge.

3. An Employee will be tendered copies of any documentation that reflects the disciplinary action being taken against him.

4. In determining the appropriate disciplinary action to take against an Employee, the Town will not consider any prior infractions which occurred more than two years previously.

ARTICLE XXIII: GRIEVANCE PROCEDURE

1. A grievance shall be defined as an alleged violation, misinterpretation, or misapplication of any provision of this Agreement.

2. To be considered under this grievance procedure, a grievance must be reported in writing by Employees within 14 calendar days of its occurrence or within 14 calendar days from the date that they knew, or should have known, of its occurrence.

3. The following matters shall be excluded from this grievance procedure:

   a. Any matter for which a specific method of review is prescribed by law.
   b. Any matter which, according to law, is beyond the scope of the Town's authority or is limited to the unilateral action of the Town alone.
   c. Any grievance for which an available right to a review by another administrative or judicial tribunal has not been waived by the grievant, grievants, or Union ("Grievant").

4. Any time limits specified in this grievance procedure may be waived by written mutual agreement of the Town and the Grievant. Failure by the Grievant to submit the grievance in accordance with these time limits without such waiver shall constitute an abandonment of the grievance. Failure by the Town to reply within the specified time limits shall constitute a violation of this Agreement.

5. No reprisals of any kinds will be taken by the Town, Employees or the Union against any party to, or participant in. the grievance procedure.

6. Step I. A grievance shall be submitted in writing to the Department Head or his designee in an attempt to resolve the matter. The grievance must specify: the person that has taken the action being grieved, the time and place of the action being grieved; the nature of the grievance; the provision of this Agreement which as been violated, misinterpreted, or misapplied; the injury or loss that has resulted from such violation, misinterpretation or misapplication and the remedy being sought by the Grievant. The Department Head shall hold a hearing within 10 calendar days after receipt of the grievance and shall render a related, written decision no later than 7 calendar days after the hearing. For purposes of this and other paragraphs in this section, a submission by the Grievant to the Town will be considered to have been made and received only when it is presented personally to the named Town representative (ie. Department Head, Town Manager. Chairman of the Town Council). Likewise, a reply by the Town to the Grievant will be considered to have been made and received only when it is personally delivered to the Grievant or to a Union Officer.

7. Step 2. If the grievance has been not resolved to the Grievant's satisfaction in Step 1, II. written appeal to the Town Manger or his designee may be filed by the Grievant within 10 calendar days after receipt of the Department Head's Step I decision. Copies of all documentation relating to the Step 1 procedure (grievance and decision) shall accompany said appeal. The Town Manager shall hold a hearing within 30 calendar days after the receipt of the appeal and shall render a related, written decision within 15 calendar days after the hearing.

8. Step 3. If the grievant has been not resolved to the Grievant's satisfaction in Step 2, a written appeal to the Town Council through its Chairman may be filed by the Grievant within 10 calendar days after receipt of the Town Manager's Step 1 decision. Copies of all documentation

relating to the Step 1 and Step 2 procedures (grievance and decisions) shall accompany said appeal. The Town Council shall hold a hearing within 30 calendar days after the receipt of the appeal and shall render a related, written decision within 15 calendar days after the hearing.

9. Step 4. If the grievance has not been resolved to the Grievant's satisfaction in Step 2, the Union may file with the American Arbitration Association ("AAA") a written notice of its intention to arbitrate the grievance. Copies of such notice and any accompanying documentation must be submitted to the Town Manager or his designee within 10 calendar days after receipt by the Grievant of the Town Council's Step 3 decision. The arbitration shall be subject to provisions of Chapter 542 of the New Hampshire Statutes and the labor arbitration rules of the AAA.

a. The jurisdiction of the arbitration' shall be limited to the determination of grievances which involve an alleged violation of a specific provision of this Agreement and which have been properly filed and processed. If the Town alleges that the grievance fails to meet this test of arbitrability, the arbitrator shall decide such issue before proceeding to hear the merits of the case. If it is determined by the arbitrator that the grievance is not arbitral, the arbitrator shall return the grievance and all related documents to the respective parties without a decision.

b. Subject to the limitations presented below, the arbitrator shall be empowered to render a decision on an arbitral grievance that shall be final and binding on both the Town and the Union. The arbitrator's decision: shall be based exclusively on the evidence presented at the arbitration hearing and on the provisions of this Agreement; shall not be based on statutes, regulations, or other decisions not specifically incorporated into this Agreement; shall be in writing; and shall set forth the arbitrator's findings, reasoning, and conclusions regarding the issues involved in the grievance.

1. The arbitrator shall not be empowered to add to, subtract from, alter, or modify any of the terms of this Agreement or any of the functions or responsibilities of the Town or the Union.

2. The arbitrator shall not be empowered to change any practice, policy, or rule of the Town nor to substitute his own judgment for that of the Town in determining the reasonableness of any practice, policy, or rule of the Town, unless such practice, policy, or rule of the town violates a specific provision of this Agreement.

3. It shall be understood by the arbitrator that any matter not specifically set forth in this Agreement remains within the reserved rights of the Town. Therefore, the arbitrator shall not be empowered to imply any obligations and conditions binding upon the Town that are not specifically set forth in this Agreement.

4. The arbitrator shall not be empowered to substitute his own discretion for the Town's discretion in cases where the Town is given discretion by this Agreement.

5. The arbitrator shall not be empowered to transfer the grievance to another arbitrator for a decision.

6. The arbitrator shall not be empowered to render a decision which would require the Town or the Union to commit any act that is prohibited by law or that would be in violation of this Agreement.

7. The arbitrator shall not be empowered to rule on any grievance for which there is another remedial procedure or forum established by law or regulation.

c. At the arbitration hearing, the Town and the Union shall have the right to call any employee of the Town as a witness and to cross-examine the other party's witnesses. No less than 48 hours prior to the hearing, each party shall submit to the other a list of all witnesses that it intends to call. At the close of the hearing, each party shall be given 7 calendar days to furnish a related brief to the arbitrator. The arbitrator's decision shall be rendered within 30 calendar days after the date of the hearing.

d. The arbitrator shall designate the losing party, and the arbitrator's fee and any related filing fees shall be borne fully by the losing party. However, each party shall be responsible for the expenses of any attorneys or consultants that they use and for the expenses of any witnesses that they call.

ARTICLE XXIV: WORK RULES

1. The Town may prepare, issue, and enforce rules and safety regulations which, in the opinion of the Town, are necessary for the safe, orderly, and efficient operation of the Town and which are not inconsistent with the provisions of this Agreement.

2. The Town shall have the right to establish rules and regulations for the safety and health of Employees during their hours of employment and Employees shall comply with all such rules and regulations.

ARTICLE XXV: BULLETIN BOARD SPACE

The Town shall provide bulletin board space of at least 12 square feet at the Police Station and at each manned fire station for use by the Union.

ARTICLE XXVI: DUES DEDUCTION

1. Upon receipt of an Employee's written authorization, that has been signed by the authorized Union Officer, the Town shall deduct from that Employee's weekly wages the current Union dues, as certified to the Town by the Treasurer of the Union. Said dues shall be deducted from the Employee's next weekly payroll check and from each weekly payroll check thereafter. However, if no payroll check is issued to an Employee or if the amount of the payroll check is not sufficient to cover the full amount of the dues, no deduction will be made from that Employee's dues that week. Dues shall be submitted to the Treasurer of the Union on the second Friday of each month. A list identifying the Employees from whose payroll checks dues have been deducted and the date of the

payroll checks involved shall accompany the dues submission. Under no circumstances shall the Town attempt to collect, on behalf of the Union, any fines or assessments other than dues.

2. Should there be a dispute between an Employee and the Union over the matter of dues deduction, the Union shall defend the Town and hold the Town harmless from such disputes.

ARTICLE XXVII: RESIDENCY

The Town shall not impose a geographical residency requirement upon any Employee. However, all Employees, under normal circumstances, shall be able to respond from their residences to the Merrimack town line within one hour. This response-time requirement will be waived only for an Employee whose residence on the effective date of this Agreement would prevent the Employee from satisfying the requirement.

ARTICLE XXVIII: SAVINGS

If any provision of this Agreement is subsequently declared by legislative or judicial authority to be unlawful, unenforceable, or not in concurrence with applicable statutes, laws, ordinances, or regulations of the United States or the State of New Hampshire, all other provisions shall remain in full force and effect for the duration of this Agreement and the Town and the Union shall meet to negotiate a substitute provision. Said meeting shall be held within 30 calendar days after written notice by one party to the other of the legislative or judicial proceeding. However, if the Town and the Union are unable to reach agreement within 30 calendar days following the date of the initial meeting hereunder, the matter shall be postponed until contract negotiations are reopened.

ARTICLE XXIX: ENTIRE AGREEMENT

1. The Town and the Union acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals 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 both parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Town and the Union, for the duration of this Agreement, voluntarily and unqualifiedly waive the right to bargain collectively, and agree not to obligate the other party to bargain collectively, with respect to any subject or matter referred to in, or covered by, this Agreement or with respect to any subject or matter not specifically referred to in, or covered by 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, except by mutual agreement.

2. This Agreement may be amended only by the written, mutual agreement of the Town and the Union.

3. Unless expressly stated to the contrary herein, this Agreement supersedes and cancels all prior, written or oral practices and agreements.

4. Together with any letters of understanding executed concurrently or hereafter, this Agreement constitutes the complete and entire agreement between the Town and the Union and

concludes collective bargaining for the duration of the Agreement, except as provided for in the grievance procedure (Article XXIII).

ARTICLE XXX: DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2006 and shall remain in full force and effect through June 30, 2010. Notwithstanding the foregoing, the parties agree that the contractual provisions in effect from July 1, 2004 through June 30, 2006, shall remain in effect from July 1, 2006 through June 30, 2007, where after the changes outlined in the provision of this tentative agreement shall take effect. It is the parties' intent that terms and conditions of employment for the period of July 1, 2006 through June 30, 2007 shall be governed in accordance with the doctrine of status quo, given that the voters rejected the tentative agreement placed on the warrant at the Town of Merrimack 2006 Annual Town Meeting.

This Agreement shall be automatically renewed from year to year thereafter unless either the Town or the Union notifies the other party in writing: by June 3, 2009, that it desires to modify this Agreement; or, at least 10 calendar days prior to the expiration date, that it desires too terminate this Agreement.

If notice of a desired modification to this Agreement is properly given, the related negotiations shall begin within 60 calendar days after the date that such notice has been received by the other party.

Signed this 22 day of June, 2007

For the Union

For the Town

APPENDIX A

WAGE SCHEDULE

	0.00% 7/2/2006	**3.75%** 7/1/2007	**3.75%** 7/6/2008	**3.5%** 7/5/2009
Police Lieutenant -Police	31.12	32.287	33.498	34.670
Police Lieutenant -Detective	31.12	32.287	33.498	34.670
Police Lieutenant -Prosecutor	31.12	32.287	33.498	34.670
Deputy Fire Chief	26.08	27.748	29.479	31.200
Fire Captain	23.72	25.126	26.584	28.030
Fire Marshal	23.72	25.126	26.584	28.030
Fire Administrative Officer	23.72	25.126	26.584	28.030
Fire Lieutenant	22.60	23.448	24.327	25.178
Fire Inspector	22.60	23.448	24.327	25.178
Asst. Communications Supervisor	18.99	20.336	21.733	23.127